

COUNTY COMMISSION- REGULAR SESSION

FEBRUARY 19, 2001

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, FEBRUARY 19, 2001, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE . PRESENT AND PRESIDING WAS HONORABLE GIL HODGES, COUNTY EXECUTIVE, JEANIE F. GAMMON, COUNTY CLERK AND WAYNE ANDERSON, SHERIFF OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Executive, Gil Hodges. Sheriff Wayne Anderson opened the commission and Comm. James L. King, Jr. gave the invocation. Pledge to the flag was led by County Executive, Gil Hodges.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

	JAMES R. BLALOCK
BRYAN K. BOYD	JUNE CARTER
FRED CHILDRESS	O. W. FERGUSON
MIKE GONCE	RALPH P. HARR
DENNIS HOUSER	MARVIN HYATT
SAMUEL JONES	ELLIOTT KILGORE
JAMES "BUDDY KING	JAMES L. KING, JR.
GARY MAYES	WAYNE MCCONNELL
JOHN H. MCKAMEY	PAUL MILHORN
RANDY MORRELL	HOWARD PATRICK
ARCHIE PIERCE	MICHAEL B. SURGENOR
MARK A. VANCE	EDDIE WILLIAMS

23 PRESENT 1 ABSENT (ABSENT-CAROL BELCHER)

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 January 22, 2001 session of County Commission. Said motion was approved by voice vote.

PUBLIC COMMENTS FEBRUARY 19, 2001

THOSE SPEAKING DURING PUBLIC COMMENTS WERE:

#1 Mr. Bill Kelly, chairman of the Strategic Committee.

#2 Mr. Jerry Dykes

Quarterly reports for October 2000- December 2000 filed in January were: Library

STATE OF TENNESSEE
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

JANUARY 22, 2001

Richard S. Armstrong, III	Crystal Key
Elinor M. Baker	Randolyn B. LaFerney
Gretchen O. Bentley	Wanda L. Leonard
Phillip M. Booher	Elaine Long
Hunter A. Bradley	Misty R. Manis
Pat R. Bryan	Virginia M. McClain
Jama Burnett	Judy D. Phillips
Serena Cantley	Patricia S. Pitts
Carole H. Carter	George Donald Puckett
Thomas M. Carter	Darrell E. Rasnake
Judy Ann Cody	Thomas J. Scott
Jennifer L. Cox	Timothy E. Scott
Vestal V. Cox	Trish Smith
B. A. Dickenson	Cynthia B. Talley
Jean English	R. A. Waid
N. Marlene Fogleman	Patsy Faye Watts
Ruth P. Ford	Shari A. Williams
Darla L. Freeman	Paul R. Wohlford
Darren H. Fugate	Tracy D. Woods
Jamie E. Fuller	Barbi Ly-Worley
Richard S. Gurley	David Bruce Wright
Sharon G. Hardin	Lisa C. Dingus
Doris J. Harless	Wilmer J. Duncan
Judy C. Helton	
Janice M. Jones	
Pam Kennedy	

UPON MOTION MADE BY COMM. HARR AND SECONDED BY
COMM. MORRELL TO APPROVE THE NOTARY APPLICATIONS
HEREON, SAID MOTION WAS APPROVED BY ROLL CALL
VOTE OF THE COMMISSION. 22 AYE, 2 ABSENT

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY
PUBLIC SURETY BONDS

FEBRUARY 19, 2001

Robert B. Cross

Pamela S. Davis

Anita L. DeBoard

Alice Helton

L. Baxter Hood

Lina Faye Mullins

Melissa Barron Mullins

K. Ann Price

Tammie Sluss

David W. Tipton

Sherry M. Ward

Susan E. Williams

UPON MOTION MADE BY COMM. HARR AND SECONDED BY COMM. MORRELL TO
APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS, SAID MOTION
WAS APPROVED BY ROLL CALL VOTE OF THE COMMISSION. 22 AYE, 2 ABSENT

PROPOSED AMENDMENT TO

RES. # _____ - MOTION _____

Amend as Follows:

MOTION TO ASSIGN THE TASK OF REDISTRICTING TO THE EXECUTIVE COMMITTEE

Introduced by: BLAYLORK
Seconded by: SURGENOR

COMMENTS: MOTION APPROVED BY VOICE VOTE OF THE COMMISSION

- (6) File No. 8/00/4 Hiram Gardner
Reclassify R-1 property in the 5000 block of Hwy 11-W to P.M.D-1 for future manufacturing. Property identification No. Tax map 33-A, Group A Parcels 30.00 through 40.00 in the 6th Civil District. **Deferred From 01-22-01C.C.**
- (7) File No. 8/00/5 Hiram Gardner
Reclassify R-1 property on the corner of Evergreen Drive and Hwy 11-W to P.M.D.-1 for future manufacturing. Property identification No. Tax Map 33-G, Group A, Parcels 20.00, 21.00 and 22.00 in the 6th Civil District. **Deferred from 01-22-01 C.C.**

**Sullivan County
Board of County Commission
Staff Comments – February 19, 2001**

File No. 11/00/2
Property Owner: Carolyn K. Arrington McMillan
Tax ID: Tax Map 15, Parcel 5.20
Reclassify: R-1 to B-3
Civil District: 10th
Location: 3700 Block of Bloomingdale Road (no physical address yet assigned)
Purpose: for future self-storage rental units
Surrounding Zoning: R-1 all around the property (no business in near vicinity)
PC 1101 Zone: Planned Growth for Sullivan County

Neighborhood Opposition/Support:

Staff has received numerous calls from the adjoining property owners in opposition to this request. A letter from Mr. W. J. Gaines is also included stating his opposition to this request.

Staff Comments and Recommendation:

Upon field inspection staff assessed the surrounding land uses and development trends of this area. This property is cited at the crest of a hill, which has very poor visibility. Furthermore, the site is also surrounded by an established residential neighborhood. Due to the poor site visibility, which warrants caution to any increased traffic, the residential land use trend of this neighborhood and the clear example of spot zoning, **staff recommends against the rezoning of this property to any commercial use.** The closest business is over 6/10 of a mile away from this site, towards Kingsport.

Sullivan County Regional Planning Commission Action: December 19, 2000

Approval:		
Denial:		Reason for denial:
Defer:	H. Barnes, Boggs (5 yes, 2 no to defer)	Reason for deferral: need survey to split

Sullivan County Regional Planning Commission Action: January 16, 2001

Approval:		
Denial:	Mullins, Childress (unanimous)	Reason for denial: staff recommendation
Defer:		Reason for deferral:

Sullivan County Board of County Commission Action: February 19, 2001

Approval:		
Denial:	roll call 23 nay, 1 absent	Reason for denial:
Defer:		Reason for deferral:

Citizen Comments:

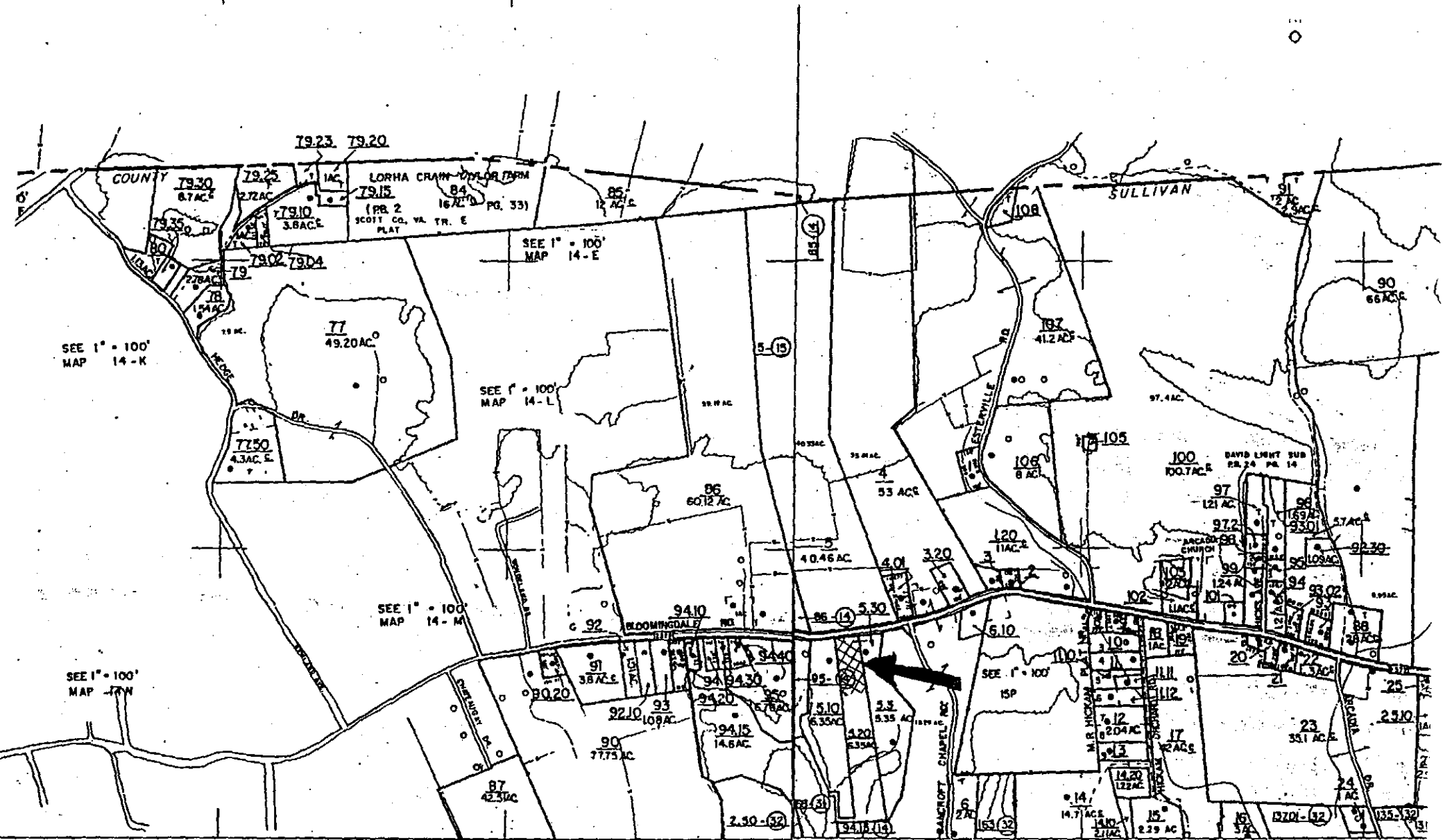
Bill Gaines stated he owned the historic log home next to the site and is concerned over the potential for increased traffic, devaluation of property, and burglary. He also stated he believed this would change the complexion of the community's character.

We, the undersigned concerned citizens, hereby request the Sullivan County Regional Planning Commission to reject the rezoning application of Carolyn McMillan to rezone a tract in the 3700 Block of Bloomingdale Road from R-1 to B-3 for the purpose of allowing storage buildings for rent. We feel that the Arcadia Community is a historic residential community, yet unspoiled by commercial development, and we would like to keep it that way.

NAME

ADDRESS

Jackson Newland	4769 Bloomingdale Rd Kingsport
Charles L. Newland	4769 Bloomingdale Rd. Kingsport
Norman D. Collins	3781 Bloomingdale Rd. Kpt. TN.
Dabbi Collins	3781 Bloomingdale Rd. Kpt. TN.
Robin Ketrone	3828 Bloomingdale Rd, Kingsport, TN
Robert Ketrone	3828 BLOOMINGDALE RD, KINGSFORT, TN
Tom Ketrone	3828 Bloomingdale Rd. Kingsport, TN.
Bruce Ketrone	3720 Bloomingdale Rd. Kingsport TN.
Marietta Ketrone	3720 Bloomingdale Rd. Kingsport TN.
Mary E. Bridwell	333 Bridwell Hgts Rd., Kingsport TN
Amy Ketrone	3798 Bloomingdale Rd. Kingsport, TN
David Ketrone	3798 BLOOMINGDALE PK., KPT., TN
Kathy L. Ketrone	3798 Bloomingdale Pk., Kpt. TN 37660
Bill Ketrone	3798 Bloomingdale Park, Kpt. TN 37660
Rosalie Stallard	3710 Bloomingdale Kpt. TN, 37660
Kenneth W. Stallard	3710 Bloomingdale Kpt. TN 37660
Ruth Johnson	3705 Bloomingdale Rd Kpt. TN 37660
Richard Lamer	3829 Bloomingdale RD KPT TN 37660
Sandy K Lamer	3829 Bloomingdale RD KPT TN 37660
Gay Lee Hutchings	324 LOCAMERE DR. Kpt. TN 37660



SEE 1" = 100'
MAP 14 - K

SEE 1" = 100'
MAP 14 - L

SEE 1" = 100'
MAP 14 - M

SEE 1" = 100'
MAP 14 - N

79.23 79.20

COUNTY 79.30
8.7 AC

79.25
2.72 AC

LORNA CRAW TAYLOR FARM
79.15 84
(PR 2 16 AC) PG. 33)
SCOTT CO. VA. TR. E
PLAT

SEE 1" = 100'
MAP 14 - E

77
49.20 AC

77.50
4.3 AC E

86
60.12 AC

100
100.7 AC E

97
121 AC

98
169 AC

99
57 AC

94.10
BLOOMINGDALE RD

85-14
5.30

6.10

100
100.7 AC E

97
121 AC

98
169 AC

99
57 AC

80.20
38.7 AC

92.10
109 AC

94.15
14.8 AC

5.10
6.35 AC

2.3
5.35 AC

12
204 AC

23
35.1 AC E

25.10

1998

REVISIONS		
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5

SULLIVAN CO., TENN.		MAP NO
SCALE: 1" = 400'	DISTRICT NO	14
DATE OF PLUMB: MAY, 1998		
DATE COMPILED: JUNE, 1998		

UNITED AERIAL MAPPING
SAN ANTONIO, TEXAS

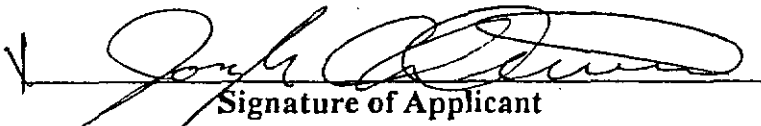
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7 PART
8 PART
9 PART
10 PART

PETITION TO SULLIVAN COUNTY FOR REZONING

12/00/1

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 Joseph Durant
Address 201 Live OAK DR.
Kingsport, TN 37660
Phone 245-6027 Date of Request 11-16-00
Property Located in 11th Civil District


Signature of Applicant

OFFICE USE ONLY

Meeting Date 1-18-01 Time 7:00 p.m.

Place CITY HALL - Kingsport
2nd FLOOR

Planning Commission Approved _____
Denied _____

County Commission Approved X
Denied _____

Other Roll Call 23 Aye, 1 Absent

Final Action Date 02/19/01

PROPERTY IDENTIFICATION

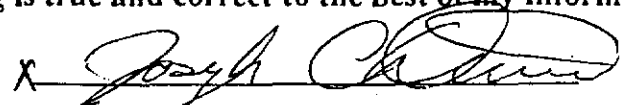
Tax Map 30-F Group B Parcel 32.00

Zoning Map 6 Zoning District B-4 Proposed District R-1

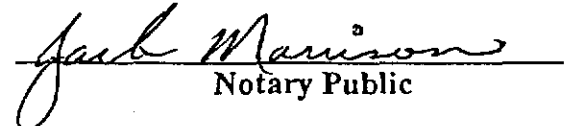
Property Location CORNER OF LIVE OAK DR. AND GRAVELY RD.

Purpose of Rezoning TO RETURN TO RESIDENTIAL ZONING THUS TO
REDUCE PROPERTY LINE SETBACKS

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.



Sworn to and subscribed before me this 16th day of Nov., 2000


Notary Public

My Commission Expires: 12-20-03

PETITION TO SULLIVAN COUNTY FOR REZONING

#12/0012

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

Property Owner Clarence Blackburn Jr.
Address 333 Hillsboro Road
Blountville, TN 37617
Phone _____ Date of Request 11/28/00
Property Located in 5th Civil District
Sullivan County Commission
Signature of Applicant

OFFICE USE ONLY

Meeting Date 1-16-01 Time 7:00 p.m.
Place Courthouse
.....
Planning Commission Approved _____
Denied _____
County Commission Approved X
Denied _____
Other ROLL CALL 23 AYE, 1 ABSENT
Final Action Date 02/19/01

PROPERTY IDENTIFICATION

Tax Map 66-H Group A Parcel 1.10
Zoning Map 17 Zoning District P.B.D. Proposed District A-1
Property Location Hwy-394

Purpose of Rezoning AS PER RESOLUTION #9

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.

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

Sullivan County, Tennessee
Board of County Commissioners

9
~~No 24~~
Executive Committee
2000-10-143

To the Honorable Gil Hodges, County Executive, and the Members of the Sullivan County Board of Commissioners in Regular Session this 16th day of October, 2000.

RESOLUTION AUTHORIZING Request by Sullivan County Commission to Rezone Property Owned by Clarence Blackburn on State Route 394 from PBD to A-1 (General Agriculture)

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session on the 16th day of October, 2000;

WHEREAS, the Sullivan County Board of Commissioners at its meeting on October 18, 1999 approved the blanket rezoning of certain property on State Route 394 from A-1 to PBD for future commercial development; and

WHEREAS, individual notices were not sent to the affected property owners or adjoining property owners, the only notice given being that published in the Sullivan County News; and

WHEREAS, the Big Hollow Par III golf course opened September 15, 1999 on property owned by Clarence Blackburn, which property was affected by the above-stated rezoning; and

WHEREAS, Clarence Blackburn has made a request to the Sullivan County Commission that the portion of his property identified as Tax Map 66H, Group A, Parcel 1.10 lying on the north side of State Route 394, consisting of approximately twenty acres, more or less, be reclassified to A-1 (General Agriculture) due to the fact that he did not request the rezoning to PBD and that the PBD zoning classification causes extra expenses and inconvenience to the property owner.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby initiate a rezoning request to rezone to A-1 (General Agriculture) the portion of Tax Map 66H, Group A, Parcel 1.10 lying on the north side of State Route 394 owned by Clarence Blackburn and that said rezoning request be forwarded to the Sullivan County Planning Commission for its consideration and recommendation.

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

This resolution shall become effective on _____, 2000, the public welfare requiring it.

Duly passed and approved this 20th day of November, 2000.

Attest: Janice Korman Date: 11/20/00
County Clerk
Gil Hodges Date: 11-21-00
County Executive

Introduced By Commissioner: D. Houser Estimated Cost: \$ _____

Seconded By Commissioner(s): M. Hyatt Fund: _____

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive	10-3-00			

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	22	1		1	
Voice Vote					

2000-10-143 /int

Comments: 1st Reading 10/16/00; Approved 11/20/00 Roll Call Vote

PETITION TO SULLIVAN COUNTY FOR REZONING

#12/00/2

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

Property Owner Clarence Blackburn Jr.
Address 333 Hillsboro Road
Blountville, TN 37617
Phone _____ Date of Request 11/28/00
Property Located in 5th Civil District
Sullivan County Commission
Signature of Applicant

OFFICE USE ONLY

Meeting Date 1-16-01 Time 7:00 p.m.
Place Courthouse
.....
Planning Commission Approved _____
Denied _____
County Commission Approved X
Denied _____
Other ROLL CALL 23 AYE, 1 ABSENT
Final Action Date 02/19/01

PROPERTY IDENTIFICATION

Tax Map 66-H Group A Parcel 1.10
Zoning Map 17 Zoning District P.B.D. Proposed District A-1
Property Location Hwy-394
Purpose of Rezoning AS PER RESOLUTION #9

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.

Sworn to and subscribed before me this _____ day of _____,

Notary Public

My Commission Expires: _____

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No 24

Committee
2000-10-143

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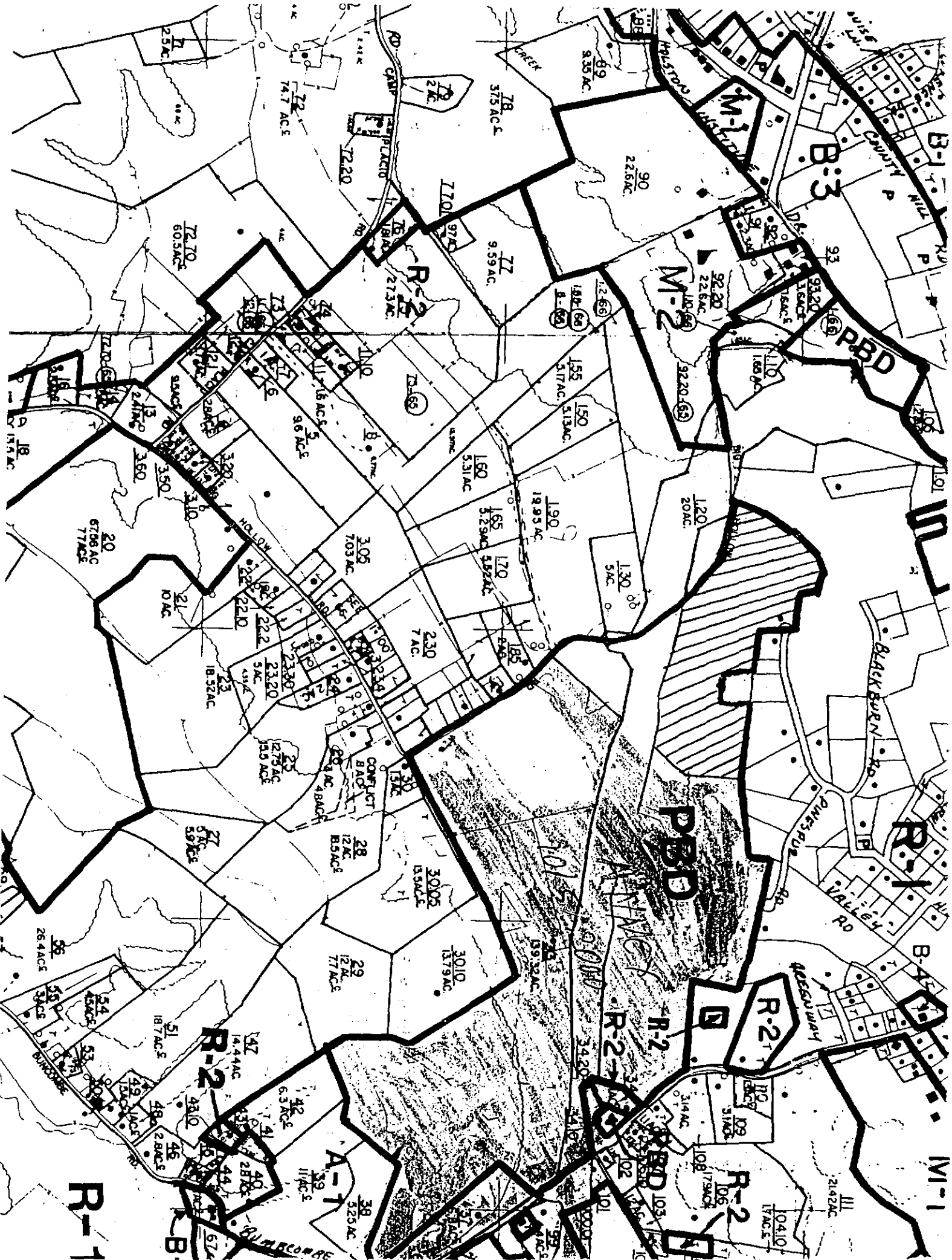
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21-00

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R-1

R-2

A-1

R-2

PBD

R-2

R-1

M-1

B-3

B-1

M-2

R-2

PBD

770

77

90

92

93

72

73

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**Sullivan County
Board of County Commission
Staff Comments – February 19, 2001**

File No. 12/00/3
Property Owner: Kenny and Betty Bouton
Tax ID: Tax Map 110, Parcel 58.00
Reclassify: P.R.D. to A-1
Civil District: 16th
Location: Corner of Whitehead Road and Weaver Branch, Piney Flats
Purpose: to subdivide parcel into 15,000 sq. ft. lots, residential subdivision
Surrounding Zoning: A-1
PC 1101 Zone: Bluff City Urban Growth Boundary

Neighborhood Opposition/Support:

Staff did not receive any opposition to this case prior to this meeting.

Staff Comments and Recommendation:

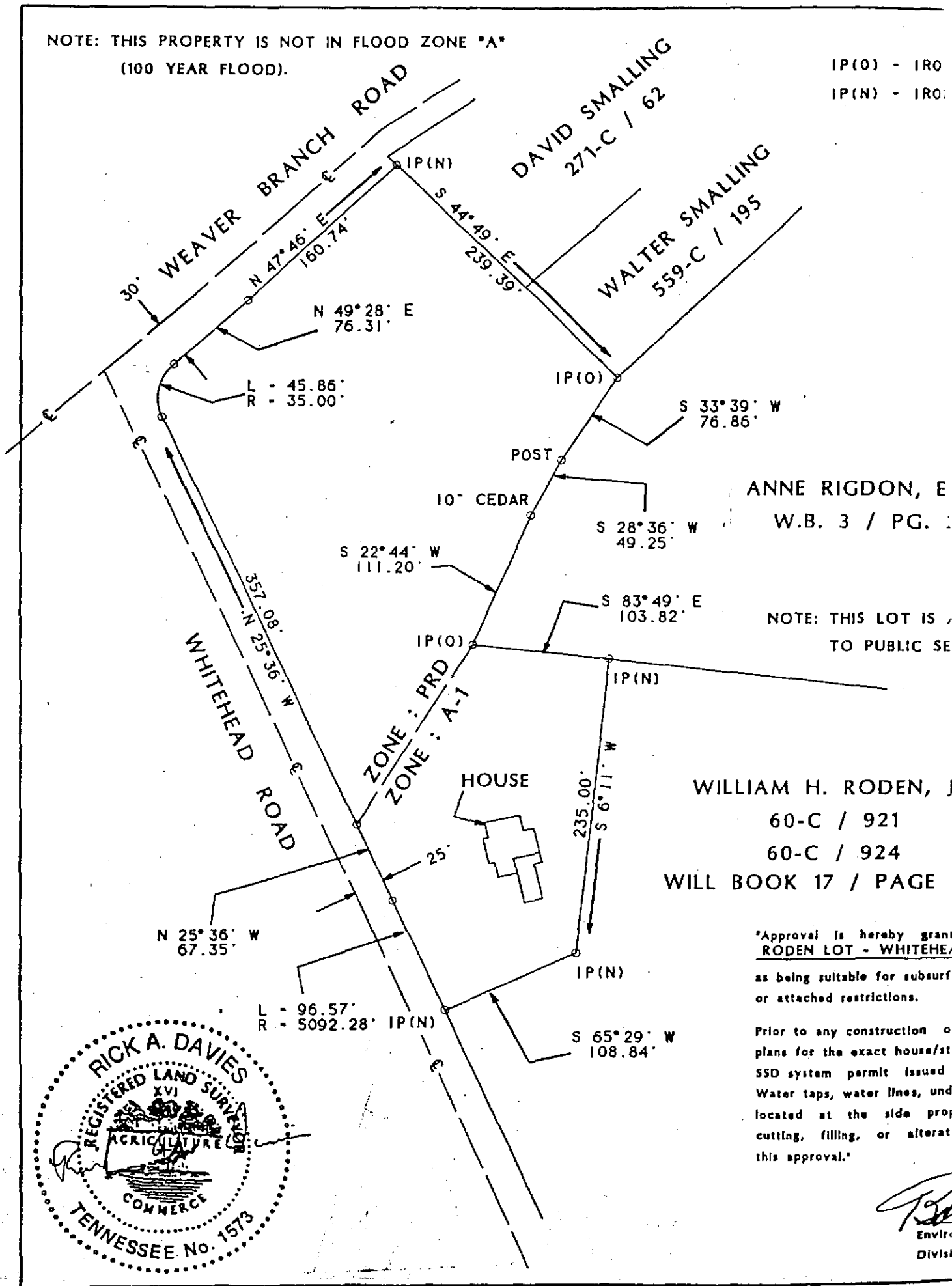
During the field inspection staff surveyed the existing land uses of the area. The property consists of approximately 2.3 acres and is surrounded by varying sized lots used as residences and open land. The applicant has stated that the purpose of this rezoning is to develop it into 15,000 square foot, single-family lots similar to that along Weaver Branch Road. Due to the fact that this rezoning would be compatible with the surrounding land uses and zoning classifications, staff recommends approval of this rezoning request.

Sullivan County Regional Planning Commission Action:	
Approval: Mullins, Greene, Childress, D. Brown – yes / H. Barnes, H. Boggs, S. Barnes – no	(4yes, 3 no)
Denial: H. Barnes, H. Boggs, S. Barnes – yes / Mullins, Greene, Childress, D. Brown – no (motion failed) Reason for denial:	
Defer:	Reason for deferral:

Sullivan County Board of County Commission Action:	
Approval: 02/19/01 Roll Call 23 Aye, 1 Absent	
Denial:	Reason for denial:
Defer:	Reason for deferral:

NOTE: THIS PROPERTY IS NOT IN FLOOD ZONE "A"
(100 YEAR FLOOD).

IP(O) - IRO
IP(N) - IRO:



*Approval is hereby granted
RODEN LOT - WHITEHEAD
as being suitable for subsurf
or attached restrictions.

Prior to any construction o
plans for the exact house/st
SSD system permit issued
Water taps, water lines, und
located at the side prop
cutting, filling, or alterati
this approval.*

[Signature]
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PETITION TO SULLIVAN COUNTY FOR REZONING

12/00/4

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

Property Owner Charles Carlson

Address 103 Greenway Dr.
Blountville TN 37617

Phone 279-0948 Date of Request 12/14/00

Property Located in 05 Civil District

Charles Carlson
Signature of Applicant

OFFICE USE ONLY

Meeting Date 1-16-01 Time 7:00 p.m.

Place 2nd Floor - Courthouse

Planning Commission Approved _____
Denied _____

County Commission Approved X

Other Roll Call Denied _____
23 Aye, 1 Absent

Final Action Date 02/19/01

PROPERTY IDENTIFICATION

Tax Map 66-B Group B Parcel 27.00

Zoning Map 17 Zoning District R-1 Proposed District R-2

Property Location Corner of Greenway Dr. & Blountville Blvd.

Purpose of Rezoning To place a single-wide mobile home

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.

Sworn to and subscribed before me this 14th day of Dec., 2000.

Jack Morrison
Notary Public

My Commission Expires: 12-20-03



49
27.2 AC

49.10
LOAC

13
2.8 AC

48
177 AC

47.10
9.44 AC

11
4.8 AC
FIRST CHRISTIAN CHURCH

47.20
HILL ALBERT PROPERTY
PB 95 PG 16

44
100'

45
125'

46
150'

47
175'

48
200'

49
225'

50
250'

51
275'

52
300'

53
325'

54
350'

14
4.9 AC

13.10

12.02

11.04

10.06

9.08

8.10

7.12

6.14

5.16

4.18

3.20

2.22

1.24

0.26

26
26.7 AC

26.40
1.82 AC

B-66-B

28
4.7

28.10

"A"

"B"

SE

PETITION TO SULLIVAN COUNTY FOR REZONING

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

Deferred Back To P.C.

Property Owner Hiram Gardner

Address Rt 3 Box 220

Bristol V.A 24202

Phone 323-2724 Date of Request 8-2-2000

Property Located in 6th Civil District

Hiram Gardner

Signature of Applicant

OFFICE USE ONLY

Meeting Date 9-19-2000 Time 7:00pm

Place 2nd Floor Courthouse

Planning Commission Approved _____

Denied _____

County Commission Approved _____

Denied _____

Other Deferred 02/19/01

Motion to defer by Blaylock attached)

Final Action Date _____

PROPERTY IDENTIFICATION

11 lots

Tax Map 33-A Group A Parcel 30.00/31/32/33/34/35/36/37/38/

Zoning Map 7 Zoning District R-1 Proposed District P.M.D-1

Property Location Hwy 11-W

Purpose of Rezoning Future Manufacturing

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.

Hiram Gardner

Sworn to and subscribed before me this 2 day of August, 2000.

Tom H. Earles

Notary Public

My Commission Expires: 12-20-2003

**Sullivan County
Board of County Commission
Staff Comments – January 22, 2001**

File No. 8/00/4
 Property Owner: Hiram Gardner
 Tax ID: Map 33-A, Group A, Parcels 30.00 through 40.00
 Reclassify: R-1 to PMD-1
 Civil District: 6th
 Location: Along Hwy 11W and both sides of Brookmead Lane (part of Evergreen Ledge Subdivision which was platted but not developed)
 Purpose: For future manufacturing
 Surrounding Zoning: The property is surrounded by PBD and R-1
 PC 1101 Zone: Rural Area

Neighborhood Opposition/Support:

Staff did not receive any opposition to this case prior to this meeting.

Staff Comments and Recommendation:

During the field inspection staff surveyed the existing land uses of the area. This property has been approved and platted as a residential subdivision however has not been developed as such. This property is located along the Evergreen Ledge Subdivision. The development pattern along this corridor has been a mixture of commercial and residential. This area is within the Rural Area as planned per the PC 1101 Growth Plan and currently there are no plans to extend sewer this far out along Highway 11-W. This area needs a restudy of the existing land uses, development trends and rezoning evaluation during the countywide zoning study. Staff recommends that the major thoroughfares of the county road system be rezoned to some type of planned districts based on infrastructure available, land development patterns and growth plan boundaries. This rezoning application serves several platted parcels totaling approximately 3 acres. Staff recommends further discussion as to the long-range goals of the county regarding the future development plan of this corridor. Staff recommends denial of this rezoning application due to the spot zoning nature of this request and that it is within the Rural Area Zone of the PC 1101 Plan.

Sullivan County Regional Planning Commission Action: September 19, 2000

Approval:

Denial: Reason for denial:

Defer: H. Barnes, S. Barnes, unanimous Reason for deferral: applicant not present

Sullivan County Regional Planning Commission Action: October 17, 2000

Approval:

Denial: Brown, H. Barnes (3,1) motion carried Reason for denial: no proposed industry or plan, staff

Defer: Reason for deferral:

Sullivan County Board of County Commission Action: November 20, 2000

Approval:

Denial: Reason for denial:

Defer: deferred Reason for deferral: Rural Area of Growth Plan

Sullivan County Regional Planning Commission Action: December 19, 2000

Approval: Mullins, Belcher (2 yes, 4 no, 1 pass) motion failed

Denial: Reason for denial:

Defer: Hickam (no second, motion failed) Reason for deferral:

Sullivan County Board of County Commission Action: January 22, 2001

Approval:

Denial: Reason for denial:

Defer: Reason for deferral:

PETITION TO SULLIVAN COUNTY FOR REZONING

8-00-5

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

Richard Beck to P.C.

Property Owner Hiram Gardner

Address Rt 3 Box 220
Bristol Va. 24202

Phone 323-2724 Date of Request 8-2-2000

Property Located in 6th Civil District

x Hiram Gardner
Signature of Applicant

OFFICE USE ONLY

Meeting Date 8-19-2000 Time 7:00 pm

Place 2nd Floor Courthouse

Planning Commission Approved _____
Denied _____

County Commission Approved _____
Denied _____

Other Deferred 02/19/01
(Motion to defer by Blaylock attached)

Final Action Date _____

PROPERTY IDENTIFICATION

Tax Map 33-M Group A Parcel 20,00 + 21,00 + 22.00

Zoning Map 7 Zoning District R-1 Proposed District P.M.D-1

Property Location Highway 11-W

Purpose of Rezoning Future Manufacturing

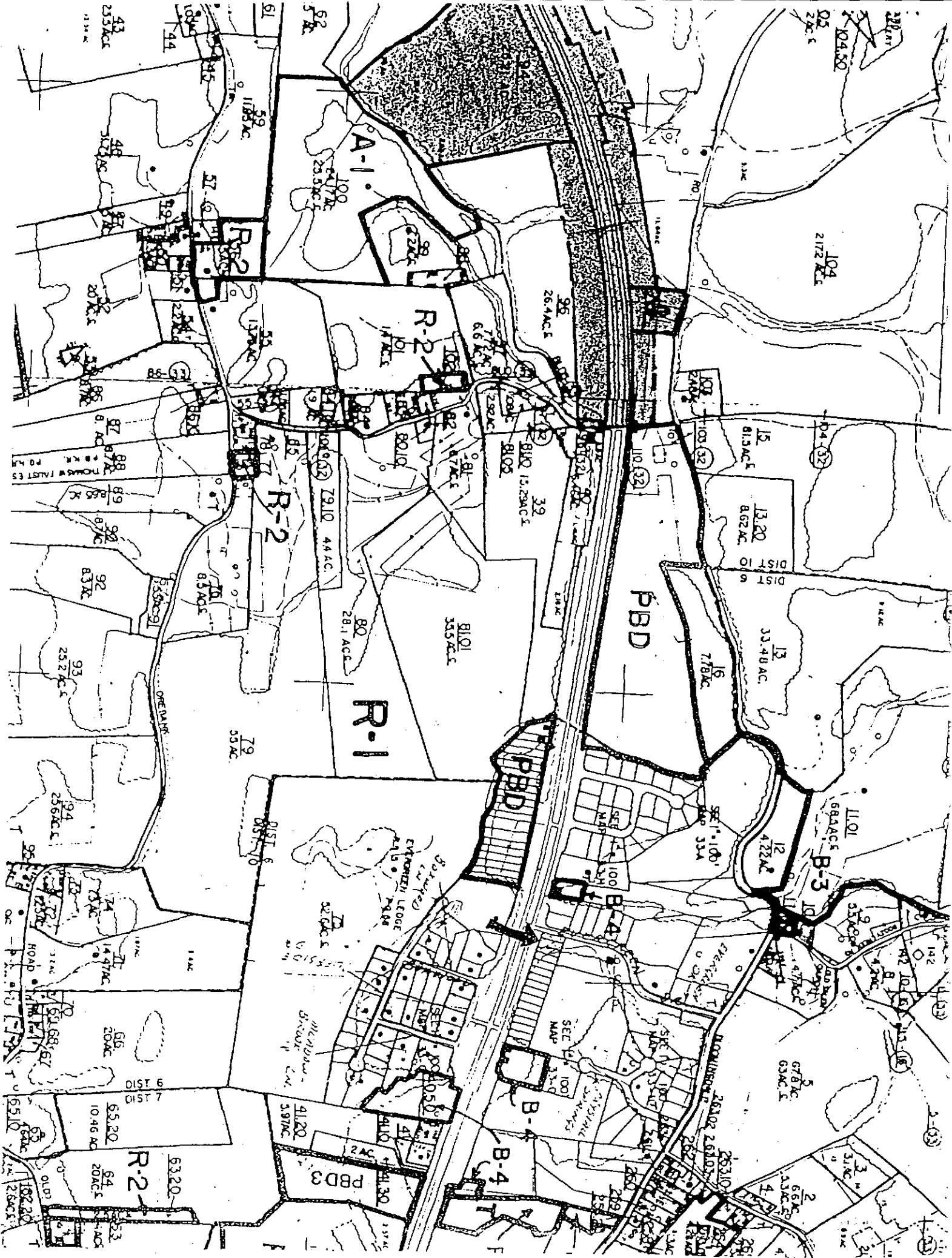
The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

x Hiram Gardner

Sworn to and subscribed before me this 2 day of August, 2000.

H. Earles
Notary Public

My Commission Expires: 12-20-2003



PROPOSED AMENDMENT TO

RES.# _____ - REZONING REQUEST #6 & #7

Amend as Follows:

MOTION to defer and ask cities of Kingsport, Bristol, Johnson City and Bluff City to allow us to have a change in rural area to PGA involving Mr. Gardner's property on Hwy 11-W and forward this to appropriate State officials in Nashville.

Amendment made by Gonce to above motion to include the whole four lane corridor and not just Mr. Gardner's property. Amendment not accepted by sponsor Vance.

Introduced by: Vance
Seconded by: Boyd

COMMENTS: Motion withdrawn by Sponsor 02/19/01

PROPOSED AMENDMENT TO

RES. # _____ - REZONING REQUEST #6 AND #7

Amend as Follows:

MOTION MADE TO DEFER until we can develop a resolution to present
to the cities to change this area to a growth area.

Introduced by: Blaylock
Seconded by: Gonce

COMMENTS: Motion to defer approved by voice vote 02/19/01

**MINUTES
OF THE SULLIVAN COUNTY PLANNING COMMISSION**

The regular meeting of the Sullivan County Planning Commission was held on Tuesday, December 19, 2000 at 7:00 p.m., Courthouse, Blountville, Tennessee.

A. Members Present:
James Greene, Jr., Chairman
Wade Childress, Vice Chairman
Scott Barnes
Harold Barnes
Don Brown
Harry Boggs
Cathy Mullins

Members absent:
Jeff Hickam
Carol Belcher

Staff Representative:
David Moore, Local Planning
Tim Earles, Sullivan County Building Commissioner
Ambre M. Torbett, Sullivan County Planner
Richard Henry, Sullivan County Planning Dept.
Jim Montgomery, Sullivan County Hwy Dept.

The meeting was called to order at 7:02p.m. by the chairman with a quorum present.

The minutes from the December 19, 2000 meeting were reviewed. Motion to accept the minutes as presented by Childress, second by Mullins. Motion to accept the minutes was unanimous.

B. Rezoning Request

- (1) **File No. 11/00/2, Carolyn Arrington McMillan**
Reclassify R-1 Property in the 3700 block of Bloomingdale Road to B-3 for the purpose of allowing self storage building for rentals. Property identification: Tax map 15, Parcel 5.20 in the 10th Civil District.

Staff Comments and Recommendation:

Upon field inspection staff assessed the surrounding land uses and development trends of this area. This property is cited at the crest of a hill, which has very poor visibility. Furthermore, the site is also surrounded by an established residential neighborhood. Due to the poor site visibility, which warrants caution to any increased traffic, the residential land use trend of this neighborhood and the clear example of spot zoning, **staff recommends against the rezoning of this property to any commercial use.** The closest business is over 6/10 of a mile away from this site, towards Kingsport.

considerable acreage and therefore may not be considered a case of spot zoning. Staff recommends approval of this rezoning request.

Mr. Blackburn was present and spoke in favor of the rezoning. He stated that the Sullivan County Commission rezoned his property with out him asking for it to be rezoned and the rezoning has caused him extra cost in constructing a small utility barn.

No one was present in opposition.

Motion to approve the rezoning by Mullins, second S. Barnes. Vote in favor of the motion was unanimous.

(3) File No. 12/00/3, Kenny Bouton

Reclassify PRD property on the southeast corner of Weaver Branch Road and Whitehead Road to A-1 to subdivide into residential lots. Property identification: Tax Map 33-G, Group A, Parcels 20.00, 21.00 and 22.00 in the 6th Civil District.

Staff Comments and Recommendation:

During the field inspection staff surveyed the existing land uses of the area. The property consists of approximately 2.3 acres and is surrounded by varying sized lots used as residences and open land. The applicant has stated that the purpose of this rezoning is to develop it into 15,000 square foot, single-family lots similar to that along Weaver Branch Road. Due to the fact that this rezoning would be compatible with the surrounding land uses and zoning classifications, staff recommends approval of this rezoning request.

Mr. Bouton was present and spoke in favor of the rezoning. He stated that his intentions were to develop a single-family subdivision on the property.

No one was present in opposition to the rezoning.

Motion to deny the rezoning by H. Barnes, second Boggs. The vote to deny the rezoning was 3 to 4 with Greene voting against the motion.

Motion to approve the rezoning by Mullins, second Childress. The vote to rezone the property was 4 to 3 with Greene voting for the motion.

The rezoning was approved.

(2) Cristy Joseph, Final

Mr. Joseph was present and spoke on behalf of the subdivision. Mr. Montgomery from the Sullivan County Highway Department was present and spoke in clarification to the road frontage issue.

Motion to approve the subdivision subject to the permanent easement being shown on the plat by Mullins, second Childress. Motion to approve carried 5 to 1 with Boggs against.

(3) Confirmation of Minor Subdivisions Approved in December.

Motion to confirm by H. Barnes, seconded by Boggs. Confirmation of the minor subdivisions was unanimous.

D. New Business

E. Public Comments

Mr. Boggs stated that Sullivan County still hadn't made provisions for the members of the Planning Commission to accompany the staff members on site visits.

F. Adjournment

With no further business a motion was made to adjourn by H. Barnes, seconded by Boggs. Meeting adjourned at 8:27 p.m.

Secretary of Planning Commission, Richard Henry

PROPOSED AMENDMENT TO

RES.# _____ - _____

Amend as Follows:

MOTION to encourage members of the Sullivan County Planning Commission
to attend field inspections of rezoning applications;
FOR Planning Staff to notify members of Planning Commission of scheduled
field inspections and to provide logistical support by meaning of providing
county transportation or mileage reimbursement for use by personal vehicles.

Introduced by: GONCE
Seconded by: HARR

COMMENTS: MOTION APPROVED 02/19/01 VOICE VOTE

RESOLUTIONS ON DOCKET FOR FEBRUARY 19, 2001

RESOLUTIONS	ACTION
#1 THE SULL. CO. BOARD OF COMM. TO CONSIDER AMENDMENTS TO THE SULL. CO. ZONING RESOLUTIONS AS AMENDED	APPROVED 02/19/01
#2 SULL. CO. HWY. DEPT. TO MAINTAIN VARIOUS CEMETERY ROADS IN THE 1 ST COMM. DISTRICT OF SULLIVAN COUNTY	DEFERRED 02/19/01
#3 ESTABLISHING THE POSITION OF G.I.S. COORDINATOR FOR SULLIVAN COUNTY	DEFERRED 02/19/01
#4 AUTHORIZING INCREASE IN COMPENSATION OF COUNTY COMMISSIONERS	DEFERRED 02/19/01
#5 CALLING FOR FINAL REPORT FROM THE COMMITTEE ESTABLISHING THE STRATEGIC LONG RANGE PLAN FOR SULLIVAN COUNTY	APPROVED 02/19/01
#6 AUTHORIZING LEASE AGREEMENT WITH ARCADIA COMMUNITY CLUB	APPROVED 02/19/01
#7 APPOINTMENT TO THE SULLIVAN COUNTY REGIONAL SOLID WASTE PLANNING BOARD	APPROVED 02/19/01
#8 FUNDING ASSISTANCE TO THE PAINTER CREEK COMMUNITY IN RECEIVING SAFE WATER SOURCE	APPROVED 02/19/01
#9 AUTHORIZING CLINICAL AFFILIATION AGREEMENT BETWEEN NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE & SULLIVAN COUNTY, TENNESSEE	APPROVED 02/19/01
#10 APPOINTING SULLIVAN COUNTY ANIMAL SHELTER COMMITTEE	APPROVED 02/19/01
#11 ACCEPTING A GRANT FROM THE TENNESSEE EMERGENCY MANAGEMENT AGENCY	APPROVED 02/19/01
#12 AUTHORIZING SULLIVAN COUNTY TO ENTER INTO REGIONAL MUTUAL AID AGREEMENT WITH GREENE COUNTY FOR LAW ENFORCEMENT SERVICES	DEFERRED 02/19/01
#13 REAPPOINTMENT TO SULL. CO. PLANNING COMMISSION	APPROVED 02/19/01
#14 AUTHORIZING THE SALE OF LANE IN THE TRI-COUNTY INDUSTRIAL PARK TO A DISTRIBUTOR	APPROVED 02/19/01
#15 AUTHORIZING REQUEST FOR UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT	APPROVED 02/19/01
#16 SUBMITTING AN APPLICATION FOR A \$200,000 GRANT FOR OBSERVATION KNOB PARK	DEFERRED 02/19/01
#17 REQUESTING THE CONTINUED PUBLICATION OF THE SULLIVAN COUNTY NEWS	APPROVED 02/19/01
#18 AUTHORIZING LEASE AGREEMENT WITH ROCK SPRINGS COMMUNITY FOUNDATION	1 ST READING 02/19/01
#19 AMEND BUDGET FOR OBSERVATION KNOB PARK'S STATE REVENUE	APPROVED 02/19/01

#20 AUTHORIZING REQUEST TO TENN. GEN. ASSEMBLY TO AMEND THE PROVISIONS OF TCA 66-28-102 (2) TO ALLOW THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT TO APPLY IN SULLIVAN COUNTY	1 ST READING 02/19/01
#21 AUTHORIZING THE DIRECTOR OF SULL. CO. SCHOOLS AND THE PURCHASING AGENT TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENERGY SYSTEMS GROUP TO PROVIDE ENERGY EFFICIENT IMPROVEMENTS TO SULLIVAN COUNTY SCHOOLS	1 ST READING 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

No. 1
2001-02-00

To The Honorable Gil Hodges, County Executive, and The Members of The Sullivan County Board of Commissioners in Regular Session on this the 19th day of February, 2001.

RESOLUTION AUTHORIZING the Board of County Commissioners to consider amendments to the Sullivan County Zoning Resolution.

THAT 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 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 exist.

This resolution shall become effective on _____, 2001, the public welfare requiring it.

Duly passed and approved this 19th day of February, 2001.

Attested: Joannie Hammon
County Clerk Date 2/19/01

Approved: Gil Hodges 02-19-01
County Executive Date

Introduced By Commissioner: Belcher

Seconded By Commissioner(s): Ferguson

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

atv 2001-02-00
Comments: Motion made by Hyatt, seconded by Harr to approve. Approved 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

27
8-15
No. 32

Executive Committee
2000-10-151

To the Honorable Gil Hodges, County Executive, and the Members of the Sullivan County Board of Commissioners in Regular Session this 16 day of October, 2000.

RESOLUTION AUTHORIZING Sullivan County Highway Department to maintain various cemetery roads in the First Commission District of Sullivan County.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session on the 16 day of October, 2000;

WHEREAS, the cemetery roads listed below operate as not for profit for the good of the community.

WHEREAS, in years past one of these roads were previously maintained by Sullivan County Highway Department, and also was overlooked for placement on a road atlas in years past.

WHEREAS, there is need for snow removal during winter seasons.

WHEREAS, it would be required for the church or cemetery board to deliver to the Sullivan County Highway Department or Sullivan County Planning Commission a survey of said road at no cost to the county and also a deed to said road to Sullivan County at no cost to the county before said road would be accepted.

NOW, THEREFORE, BE IT RESOLVED the following cemetery roads are to be maintained by the Sullivan County Highway Department and added to the Sullivan County Road Atlas as follows:

- (1) Rust Cemetery Road - 10 feet wide, 714 feet long.
- (2) Graveyard Road (remaining portion not listed on a road atlas)- 10 feet wide, 576 feet long.

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

This resolution shall become effective on _____, 2000, the public welfare requiring it.

Duly passed and approved this ____ day of _____, 2000.

Attested: _____ Date: _____
County Clerk County Executive

Introduced By Commissioner: Morrell

Seconded By Commissioner(s): Hyatt

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

10-151 / mag

Comments: 1st Reading 10/16/00; Deferred 11/20/00; Deferred 12/18/00;
Motion to defer by Williams, 2nd by Boyd-Motion failed by show of hands 01-22-01;
Another motion by Williams, 2nd by Boyd to defer until such time that the remaining part of the County can look at their cemetery situation and also present them as part of the resolution-failed by roll call 01-22-01; 3rd motion by Williams, 2nd by Jones to defer until County Attorney get Attorney General's opinion as to what we have to do to accept a road as a county road PASSED by voice vote of the commission 01-22-01; Deferred 02/19/01;

Sullivan County, Tennessee
Board of County Commissioners

53
No. 14
Budget Committee
2000-12-163

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session on this 18th day of December, 2000.

RESOLUTION Establishing The Position Of G.I.S. Coordinator For Sullivan County

WHEREAS, a need exists to coordinate and develop the information on file through our assessment records to provide better service to the respective departments of Sullivan County; and,

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of December, 2000, authorize the County Executive to establish the position of G.I.S. Coordinator at a salary not to exceed \$42,000 per year plus benefits.

BE IT FURTHER RESOLVED THAT the General Fund be amended by \$30,800 from the 39000 Account for half of the fiscal year.

Account	Amount
51720 100	\$21,000
51720 300	1,000
51720 400	1,000
51720 700	1,500
58600 000	6,300

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this _____ day of _____, 2000.

Attested: _____
County Clerk Date

Approved: _____
County Executive Date

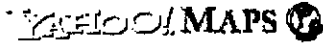
Introduced By Commissioner: Blalock
Seconded By Commissioner(s): Patrick

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				12-7-00
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

12-163 /alt
ATTACHMENT | Comments: DEFERRED 12/18/00; DEFERRED 01/22/01; DEFERRED 02/19/01;

Yahoo! Driving Directions



Yahoo! -

Powered by Mapquest.com (tm)



Read what other people are reading.

Harry Potter & the Goblet of Fire

Welcome, Guest User

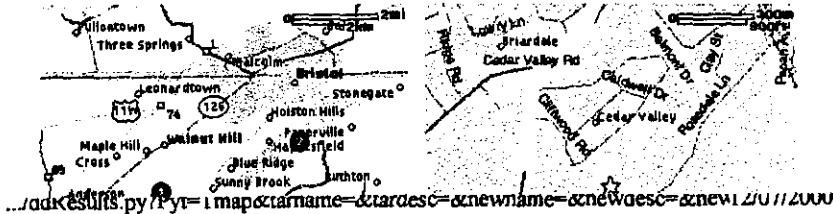
Yahoo! Maps - Driving Directions

The starting address could not be found, so this is to the city center.

The destination could not be found, so this is to the city center.

Starting From:	Arriving At:	Distance:	Approximate Travel Time:
364 Excide Drive Bristol, TN 37620-8955	2801 Highway 11E Bristol, TN 37620	10.9 miles	20 mins

Directions	Miles
1. Start out going West on US-11E S/US-19 S/TN-34 W by turning right.	1.7
2. Take the TN-37/TN-390 ramp towards BLUFF CITY/BLOUNTVILLE.	0.2
3. Turn LEFT onto TN-37/TN-390.	0.2
4. Turn LEFT to take the US-19 NORTH/US-11E NORTH/TN-34 EAST ramp.	0.2
5. Merge onto US-11E N/US-19 N/TN-34 E.	7.1
6. Turn RIGHT onto TN-358.	1.5



.../ad/results.py?py=1map&stname=&staresc=&newname=&newaresc=&new1/2/0//2000

Sullivan County, Tennessee
Board of County Commissioners

84
No. 18
Budget Committee
2000-12-171

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 18th day of December, 2000.

RESOLUTION Authorizing Increase in Compensation of County Commissioners

WHEREAS, serving in the position of County Commissioner is very time consuming; and

WHEREAS, there has been a substantial increase in gasoline prices and automobile maintenance over the last several years; and

WHEREAS, it has been many years since the compensation of the County Commissioners in Sullivan County has been increased; and

WHEREAS, the County Commissioners in Sullivan County should receive compensation commensurate with that of other counties comparable in size; and

WHEREAS, the County Commissioners in Sullivan County should receive equal monthly pay for their services;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of December 2000, hereby approves a monthly compensation rate for county commissioners in Sullivan County, effective January 1, 2001, equal to one twenty-fourth of the monthly salary of the County Executive subject to the following attendance requirements: (1) failure to attend a County Commission meeting shall result in the sum of One hundred (\$100.00) dollars being deducted from the monthly compensation rate; and (2) failure to attend an assigned standing committee meeting (Administrative, Budget or Executive) shall result in the sum of Fifty (\$50.00) dollars being deducted from the monthly compensation rate. The monthly compensation rate set forth hereinabove shall include all fees established by county resolution or state law including mileage, expenses, etc. Members of the county legislative body shall receive no other compensation for attending County Commission meetings, committee meetings, etc.

BE IT FURTHER RESOLVED that upon passage of this Resolution that the Director of Accounts & Budgets be authorized to transfer such funds as are necessary to cover the increase in compensation for the remainder of the 2000-2001 fiscal year.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2001.

Attested: _____ Date _____ Approved: _____ Date _____
County Clerk County Executive

Introduced By Commissioner: C. Belcher
Seconded By Commissioner(s): J. Carter

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

12-17/00
Comments: 1st READING 12/18/00; DEFERRED 01/22/01; DEFERRED 02/19/01;

**CALCULATION OF COMMISSIONER
PROPOSED COMPENSATION
BASED ON COUNTY EXECUTIVE'S CURRENT PAY**

Attachment to Resolution NO. 18

OFFICIAL	MONTHLY	ANNUAL
County Executive	6,484	77,811
24 Commissioners	270	3,242

2000-2001 Budgeted Amount	40,000	
Projected Cost with Proposed Increase	77,811	
Annual Minimum Increase		37,811
One-Half Fiscal Year Minimum Increase		18,905

Sullivan County, Tennessee
Board of County Commissioners

5
No. 12
Executive Committee
2001-01-003

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

Strategic Plan

RESOLUTION Calling For A ~~Final Report~~ From The Committee Establishing The Strategic Long Range Plan For Sullivan County

WHEREAS, in January 1997, the Sullivan County Commission approved the establishment of a Strategic Long Range Plan for Sullivan County and a Committee for same; and,

WHEREAS, years have passed and many changes have occurred in Sullivan County and it's needs continue to change; and,

WHEREAS, the dedicated committee members have held many meetings and gathered much information; and,

WHEREAS, the purpose of developing a Strategic Long Range Plan was to utilize the information in a timely way to provide direction to the government leaders and its citizens.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January 2001, acknowledges the need for timely reporting and respectfully desires the Committee establishing the Strategic Plan for Sullivan County to provide a ~~final report~~ at the ~~March~~ 2001 Commission Meeting. JULY

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Jeanie Hammon County Clerk Date 2/19/01 Approved: Gil Hodges County Executive Date 02/14/01

Introduced By Commissioner: Hyatt
Seconded By Commissioner(s): King (Buddy)

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive	1-09-01			

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

alt 1-003
Comments: 1st READING 01/22/01 with above amendments; Approved 02/19/01 Voice Vote

Sullivan County, Tennessee
Board of County Commissioners

No. 6
Executive Committee
2001-01-005

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Authorizing Lease Agreement with Arcadia Community Club

WHEREAS, Sullivan County previously entered into a Lease Agreement with Arcadia Ruritan Club on October 19, 1983, leasing the premises generally known as Arcadia School Property to be used as a community center; and

WHEREAS, Arcadia Ruritan Club has recently disbanded as evidenced by the attached correspondence dated November 17, 2000 and, accordingly, has terminated the previous Lease Agreement with Sullivan County; and

WHEREAS, members of the Arcadia community have formed a new group known as the Arcadia Community Club, an unincorporated association, and have requested the privilege of leasing the Arcadia School Property to continue the use of the property as a community center; and

WHEREAS, the Arcadia Community Club has elected the following officers: President – Jean Fulkerson; Vice-President – Tim Stafford; Secretary – JoAnn Newland; and Treasurer – Margaret Cornett;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January, 2001, hereby authorizes Sullivan County to enter into the attached Lease Agreement with Arcadia Community Club and the County Executive is hereby authorized to execute said Lease Agreement on behalf of Sullivan County.

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

This resolution shall become effective on _____, 2000, the public welfare requiring it.

Duly passed and approved this 19th day of February, 2000, 2001.

Attested: Jeanie Hammon 2/19/01 Approved: Gil Hodges 02-19-01
County Clerk Date County Executive Date

Introduced By Commissioner: H. Patrick
Seconded By Commissioner(s): M. Surgenor; J. Blalock

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	23			1	
Voice Vote					

01-005 M
ATTACHMENT | Comments: 1st READING 01/22/01; Approved 02/19/01 upon the condition that the Arcadia Community Club become incorporated. Roll Call

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2001, by and between COUNTY OF SULLIVAN, TENNESSEE, hereinafter called "Lessor", and ARCADIA COMMUNITY CLUB, an unincorporated association of residents of the Arcadia community, hereinafter called "Lessee";

WITNESSETH:

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

1. Lessor does hereby demise, let and lease a certain parcel of property generally known as Arcadia School, located in the 10th Civil District of Sullivan County, Tennessee, and being more particularly described in Deed Book _____, at Page _____, of record in the Register's office for Sullivan County at Blountville, Tennessee.

2. This Lease Agreement shall be for a term of twenty-five (25) years commencing _____, 2001 and ending at midnight on _____, 2026.

3. Lessee shall pay rent at the rate of \$1.00 per year, nonproratable in the event of termination of this Lease Agreement as provided herein, said rent payable at the end of each year. Said rent shall be paid to the Lessor at the Office of Sullivan County Executive, Courthouse, P. O. Box 509, Blountville, Tennessee 37617.

4. The premises demised herein shall be used by Lessee for recreational purposes and as a community center for the local community. Lessee covenants with Lessor that the Lessee's use of the premises demised herein is with the general knowledge and consent of the local community and is with the approval and consent of other civic and service clubs servicing the local community and that it is the desire of the community that the Lessee act as managing agent for the use of the premises demised herein and that Lessee's use and utilization of these premises shall be nonexclusive to the extent that other civic clubs, service clubs and individuals may enjoy use of the property consistent with the management practices and policy of the Lessee and the schedules, terms and conditions propounded by the Lessee. The aforesaid covenant of the Lessee is an essential condition, term and covenant of this Lease Agreement and a non-discretionary obligation of the Lessee to perform. In the event the Lessee should fail to carry out its' activities in accordance with the aforesaid covenant such

breach of Lessee's covenant shall be good cause for this Lease Agreement to be terminated upon thirty (30) days written notice to Lessee by Lessor.

5. Lessee shall not assign this Lease nor sub-let the premises without written consent of Lessor.

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

7. All personal property placed or moved upon or into the above described premises shall be at the sole risk of Lessee and/or owner of such personal property and the Lessor shall not be liable for any damages to such personal property. Further Lessor shall not be liable to Lessee or third parties for damages received by bursting or leaking of water pipes, roof leaks, fire or any other casualty to any improvement or property presently located on the premises or hereinafter located or constructed, or for other casualty or for damages resulting from any actual negligence of Lessee, or any third party or any occupant, invitee or user of the premises, or from any spectator or any other person whomsoever. Lessee agrees to save harmless and indemnify Lessor from any such loss and/or liability including Lessor's reasonable attorney fees and expenses and shall insure Lessor as hereinafter provided.

8. (a) Lessee agrees during this Lease Agreement term to save harmless and indemnify Lessor from and against all loss, liability, claim or expense due to injury to person or property that may be incurred by Lessee or any third party by reason of any accident or from any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse or abuse of the premises demised herein and Lessee will maintain adequate insurance for such purposes, including general public liability insurance in the minimal amounts set forth in subsection (b) of this paragraph. Lessee shall also maintain adequate insurance to cover the contents of any building or structure presently existing on the aforescribed premises utilized by Lessee or third parties or for their purposes or of any improvement hereinafter constructed. Lessor shall not be liable to Lessee or to any other person for injury, claim, loss or damage to any property or to any person for which loss Lessee shall insure and save harmless lessor from

any and all loss and/or liabilities whatsoever.

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

(c) Lessee shall have no obligation to maintain fire insurance on buildings existing at the time of this Agreement, such insurance may be provided at the sole discretion of Lessor as Lessor deems necessary in the name of Lessor. Lessor shall not be required to insure any building, addition or structure constructed by or at the instance of Lessee.

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

9. Lessee accepts the property as is and agrees to pay all utility bills, insurance expenses and all construction and maintenance expenses and other charges incurred on its behalf pertaining to the use of the property herein demised and any improvements thereon.

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

11. Lessor shall have the right to enter the premises at all times which are necessary and this right shall exist whether or not Lessee shall be on the premises at such time.

12. (a) Lessor reserves the right to terminate this Lease Agreement for any reason or for no reason by giving written notification to Lessee in writing ninety (90) days prior to the date when such termination becomes effective and the parties stipulate that the mailing of notice to the hereinafter stated address shall constitute compliance with this article of this Lease Agreement.

(b) Lessee reserves the right to terminate this Lease Agreement by giving written notification to Lessor in writing ninety (90) days prior to the date when such termination becomes effective, such notice to be sent to Lessor at the address hereinafter stated.

(c) Upon termination or expiration of this Lease Agreement, Lessee shall peacefully surrender said property to Lessor in as good a condition as is now, ordinary wear

and tear excepted.

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

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

To Lessee At: _____

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

SULLIVAN COUNTY, TENNESSEE

BY: _____
Gil Hodges, County Executive

Lessor

Attest:

Jeanie Gammon, County Clerk

ARCADIA COMMUNITY CLUB

BY: _____
Jean Fulkerson, President

Lessee

Attest:

JoAnn Newland, Secretary

Sullivan County, Tennessee
Board of County Commissioners

No. 7
Administrative Committee
2001-01-006

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Approving Appointment to the Sullivan County Regional Solid Waste Planning Board

WHEREAS, there has been a vacancy on the Sullivan County Regional Solid Waste Planning Board since November 2000; and,

WHEREAS, it is the County Executive's responsibility to appoint a replacement member for the Board as mandated by Tennessee Code; and,

WHEREAS, it is the County Executive's recommendation that Lucian Lawson be appointed to the Sullivan County Regional Solid Waste Planning Board for a term of six years.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January 2001, approve appointing Lucian Lawson to the Sullivan County Regional Solid Waste Planning Board for a term of six (6) years, such term commencing December 2000 and ending November 2006 as mandated by Tennessee Code.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Jeanie Hammon 2/19/01 Approved: Gil Hodges 02-19-01
County Clerk Date County Executive Date

Introduced By Commissioner: Williams
Seconded By Commissioner(s): Harr

Committee Action	Approved	Disapproved	Deferred	No Action	
Administrative					
Budget					
Executive					
Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

mag 01-006
Comments: 1st READING 01/22/01; Approved 02/19/01 Voice Vote

Sullivan County, Tennessee
Board of County Commissioners

8
No. 18
Budget Committee
2000-01-007

To the Honorable Gil Hodges, County Executive, and the Members of the Sullivan County Board of Commissioners in Regular Session this 22nd day of January, 2001.

RESOLUTION AUTHORIZING Funding Assistance to the Painter Creek Community In Receiving Safe Water Source

WHEREAS, private wells have been the only water supply ever available to these residents; and,

WHEREAS, recent tests by the State Health Department on wells in this community have indicated high levels of E-Coli bacteria, therefore putting residents at health risk; and,

WHEREAS, Sullivan County has applied for Community Development Grants to assist the local utility district and community to extend utility water from Observation Knob Park but, no grant funds were awarded; and,

WHEREAS, Intermont Utility District has applied for and will receive Rural Land Development funds for those water line extensions, if the utility district and community can raise the down payment of \$156,000.00; and,

WHEREAS, utility districts must fund down payments through sales of water taps, and many residents are low income and unable to pay these fees.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January 2001, in the interest of public health in this community approve Sullivan County funding \$156,000.00 from 39000 account, under the condition that rural land development funds are approved for water line extensions into Painter Creek Community. 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. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Jeanie Hammon County Clerk Gil Hodges County Executive
2/19/01

Introduced By Commissioner: Morrell
Seconded By Commissioner(s): Harr, Hyatt

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	22			2	
Voice Vote					

01-007 /mag
Comments: 1st READING 01/22/01; Approved 02/19/01 Roll Call



ENVIRONMENTAL ASSISTANCE CENTER
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
2306 SILVERDALE ROAD
JOHNSON CITY, TENNESSEE 37601-2182
(423) 854-6400 STATEWIDE 1-888-661-8832 FAX (423) 854-6401

RECEIVED

OCT 04 2000

GREENEVILLE AREA OFFICE

September 29, 2000

Mr. Vernon Kirk
Rural Development Association
PO Box 307
Greeneville, TN 37744

Re: Water Quality in the Painter Creek Area of ^{Sullivan}~~Cannon~~ County
Intermont Utilities

Dear Mr. Kirk:

Pursuant to your request concerning the quality of the groundwater in the above noted area, the following information is provided. There are twelve (12) campgrounds and one (1) restaurant. All of these utilize either well or spring water. Several of these facilities have recently completed sampling to determine if the groundwater they use is under the direct influence of surface water. While the results do vary upon the location the predominance of them are under the influence of surface water.

For instance, one campground tested during July 1999 and sampled per the Division of Water Supply's guidelines and obtained the following results:

Date	Total Coliform	E-coli
7/13/99	1120	461
7/14/99	>2419	>2419
7/15/99	>2419	>2419

A second campground also tested in July 1999 and obtained the following results:

Date	Total Coliform	E-Coli
7/12/00	2	<1
7/13/99	16	2
7/14/99	24	5

Additionally, the Division has sampled private wells in this area that were positive for both total coliform and E-coli. It is accurate to state that the groundwater in this area does contain locations where total coliform and E-coli exist. It would be beneficial for the health of the users of these locations were utility water to become available. The Division would encourage these noncommunity systems to consider hooking onto utility water if it is available.

Should you have questions relative to this information, please do not hesitate to call me at (423) 854- 5467. Your assistance in these matters is always greatly appreciated by myself and the Division of Water Supply.

Sincerely,

Gay Irwin, Program Manager
Division of Water Supply
Environmental Assistance Center - Johnson City

cc: David Draughon, Director
Michael Hughes, EAC - JC Manager
NCO Intermont Utility File
EAC - JC DWS File

Sullivan County, Tennessee
Board of County Commissioners

9
No. 17
Administrative Committee
2001-01-008

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Authorizing Clinical Affiliation Agreement Between Northeast State Technical Community College & Sullivan County, Tennessee

WHEREAS, Northeast State Technical Community College has requested that Sullivan County, by and through Sullivan County Emergency Medical Services, enter into a Clinical Affiliation Agreement with Northeast State to provide clinical experience for students enrolled in certain programs at Northeast State.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January, 2001, hereby authorize Sullivan County to enter into the attached Clinical Affiliation Agreement with Northeast State Technical Community College pursuant to the terms set forth therein and the County Executive is hereby authorized to execute said agreement on behalf of Sullivan County.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February 2001.

Attested: Jeanie Hammon 2/19/01 Approved: Gil Hodges 2/21/01
County Clerk Date County Executive Date

Introduced By Commissioner: Gary Mayes
Seconded By Commissioner(s): Marvin Hyatt

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	22			2	
Voice Vote					

01-008/11
ATTACHMENT | Comments: 1st READING 01/22/01; APPROVED ROLL CALL 02/19/01;

CLINICAL AFFILIATION AGREEMENT BETWEEN
NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE &
SULLIVAN COUNTY, TENNESSEE

THIS AGREEMENT, by and between NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE, hereinafter referred to as "Institution" and SULLIVAN COUNTY, TENNESSEE, by and through Sullivan County Emergency Medical Services, a department of Sullivan County, Tennessee, hereinafter referred to as "Affiliate."

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose – The purpose of this Agreement shall be to provide clinical experience to students enrolled in the Emergency Medical Technology Program (Emergency Medical Technician [EMT] – EMT-Basic, EMT-IV Therapy, EMT-Paramedic) of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either the parties or students.
 - B. The clinical experience shall be provided at the Affiliate's facility within Sullivan County, herein referred to as "Facility."
 - C. The specific experience to be provided to students is described as follows:

To provide clinical experience in the program as defined by the appropriate Emergency Medical Technology accrediting agency.

 1. These clinical experiences shall be carried out within the existing county of Sullivan.
 2. Students dress shall be consistent with the Affiliate's dress code.
 3. All supervision shall be provided by the Institution faculty unless, in specific instances, other provisions are made.

II. Terms and Conditions -- Pursuant to the above stated purpose, the parties agree as follows:

- A. Term -- The term of this Agreement shall be one (1) year commencing _____ and expiring _____.

Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. Such termination shall have no effect on students currently receiving clinical experience until the end of the academic term.

This Agreement may be renewed without approval of the State Board of Regents only if no substantive changes are made.

- B. Placement of Students -- The Institution will place an appropriate number of students at the Affiliate each academic term. The Institution shall notify the Affiliate at least thirty (30) days prior to the beginning of each academic term of the number of students it desires to place at the Affiliate for such term.

- C. Discipline -- While enrolled in clinical experience at the Affiliate, students (and faculty, if applicable) will be subject to applicable policies of the Institution and Affiliate.

Students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the Institution have been followed; however, the Affiliate may terminate a students' contact with patients immediately upon the recommendation of an Affiliate Supervisor or Director.

- D. Specific Responsibilities -- The following duties shall be the specific responsibility of the designated party.

1. The Institution shall be responsible for the selection of students to be placed at the Affiliate.
2. The Affiliate shall provide orientation to the students beginning clinical experience.
3. The Institution and the Affiliate shall be responsible for scheduling training activities for students.
4. The Institution and the Affiliate shall be responsible for supervising students at all times while present at the Affiliate for clinical experience.

5. The Institution and the Affiliate shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Institution shall require written evidence of individual (not group or blanket liability) professional liability insurance coverage from individual students. The minimum amount of coverage per individual shall be one million dollars per incident (three million dollars annual aggregate). The coverage shall be written on an occurrence basis. All policies shall be prepaid and noncancelable except upon thirty (30) days written notice to the Institution, prior to a student beginning clinical experience. The Institution shall furnish to the Affiliate proof that such insurance is in force. No student shall be allowed to participate in the clinical experience without such insurance in force at all times.
13. The State of Tennessee prohibits the Institution from providing, carrying or maintaining commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, for injury, damages, expenses or attorney's fees shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be limited expressly to

claims paid by the Claims Commission pursuant to Tennessee Code Annotated §9-8-301, et seq.

14. The Institution shall be responsible for instructing all students, prior to the commencement of the clinical experience, in the proper precautions to be exercised in handling patients, as per OSHA and other applicable government rules, procedures or recommendations, so as to minimize risk of exposure to infectious or contagious diseases.

E. Mutual Responsibilities – The parties shall cooperate to fulfill the following mutual responsibilities.

1. Each party shall comply with all federal, state and municipal laws, advice, rule and regulations which are applicable to the performance of this Agreement.
2. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
3. Any courtesy appointments to faculty or staff by either the Institution or Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
4. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order II, 246 and the related regulations to each. Each Party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, handicap, veteran's status or national origin.
5. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms – The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
3. The parties hereto agree that all students shall sign and deliver to Affiliate the attached Agreement and Release.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

**Northeast State
Technical Community College**

Sullivan County, Tennessee

By: _____

By: _____

Title: President

Title: County Executive

Date: _____

Date: _____

Attest:

County Clerk

(Seal)

By: _____

Title: Director, Sullivan County EMS

AGREEMENT, ASSUMPTION OF RISK AND RELEASE

READ CAREFULLY BEFORE SIGNING

The undersigned assumes all responsibility for and all risk of damage or injury that may occur to the undersigned while participating in the clinical experience program provided by Sullivan County Emergency Medical Services (EMS) in cooperation with the educational institution he/she attends, including, but not limited to, while riding in vehicles and/or participating in or observing medical emergencies or rescues. In consideration of being permitted to participate in this program and to ride with ambulance personnel, the undersigned hereby releases and discharges Sullivan County, Tennessee, Sullivan County EMS, and all its members, employees, officers and agents from all liability, whether known, anticipated or unanticipated, resulting from, arising out of, or incident to the undersigned's participating in this clinical program including, but not limited to, while riding, participating or observing in medical emergencies or rescue operations. The undersigned is at least eighteen (18) years of age. The undersigned acknowledges there is no employment relationship whatsoever created between Sullivan County and the undersigned and that Sullivan County is allowing the undersigned to participate in this program only as a service to assist the undersigned and the educational institution.

Signed: _____

Date: _____

SWORN TO AND SUBSCRIBED before me, the undersigned authority, this the _____ day of _____

My Commission Expires: _____

Notary Public

The above indicated person has been granted permission to side as an observer with Sullivan County Emergency Medical Service.

Director

Supervisor

Sullivan County, Tennessee
Board of County Commissioners

10
~~No. 18~~
Administrative Committee
2001-01-009

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Appointing Sullivan County Animal Shelter Committee

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 4, as amended, on September 21, 1998 creating the Sullivan County Animal Shelter Committee whose membership was comprised of four citizens, a veterinarian, one county commissioner and the sheriff or his designee, and initially appointing the members on staggered terms so as to create staggered three year terms thereafter with the exception of the county commissioner whose term would be co-terminus with the commission seat and the sheriff or his designee whose term would be permanent; and

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 21 on September 20, 1999 reappointing two members and further altering the membership of the Sullivan County Animal Shelter Committee by adding one additional citizen thereto; and

WHEREAS, the terms of office set by Resolution No. 21 of September 20, 1999 as well as the terms set by Resolution No. 15 of October 18, 1999 filling a vacancy on said committee have been in error and need to be corrected in an effort to again create staggered three year terms; and

WHEREAS, two committee members' terms expired in September, 2000 and are in need of reappointment; and

WHEREAS, the current membership of the Sullivan County Animal Shelter Committee needs to be further altered by adding additional citizens as members and by deleting the veterinarian who has advised that she no longer wishes to serve on the committee, but will serve only in an advisory capacity to the committee;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January, 2001, hereby appoints the following members to the Sullivan County Animal Shelter Committee for the terms hereinafter set forth:

	<u>Name</u>	<u>Address</u>	<u>Term to Expire</u>
Citizen	Becky Milhorn	200 Allison Court Piney Flats, TN	September, 2001
Citizen	Sharon Glass	1343 Shipley Ferry Rd. Blountville, TN	September, 2001
Citizen	Regina Isenburg	613 Foothills Road Kingsport, Tennessee	September, 2002
Citizen	(VACANT POSITION TO BE FILLED AT LATER DATE)		September, 2002
Citizen	Belinda Whitaker	220 Cross Community Rd. Bristol, Tennessee	September, 2003
Citizen	Susan Hubley	283 Emory Church Road Kingsport, Tennessee	September, 2003
One County Legislative Body Member	June Carter	213 Lakeview Circle Kingsport, TN	Co-Terminus with County Commission Term
	Sheriff or Sheriff's Designee		Permanent Term

BE IT FURTHER RESOLVED that the veterinarian position on the Sullivan County Animal Shelter Committee remain vacant until such time that said position is hereafter filled by this legislative body.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Joanie Gammon 2/19/01 Approved: [Signature]
County Clerk Date County Executive Date

Introduced By Commissioner: **J. Carter**
 Seconded By Commissioner(s): **M. Gonce**

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

01-009 / r
 Comments: 1st READING 01/22/01; APPROVED VOICE VOTE 02/19/01

Susan M. Hubley
283 Emory Church Rd., Kingsport, TN 37664
Phone (423)279-9213 · Email mlhsmh@chartertn.net

Education

1981 - 1984 B.S. Rutgers University, Camden, NJ
1988 - 1990 M.Ed., Cabrini College, Radnor, NJ
1992 - 1993 M.A.T., ETSU, Johnson City, NJ

EMPLOYMENT

1998 - Special education teacher,
Rogersville City Schools, Rogersville, TN

1995 - 1998 Resource instructional assistant,
part-time homebound instructor,
EYS teacher (extended year services)
Kingsport City Schools, Kingsport, TN

1995 - part time pet sitter
Zach's Home Pet Care, Kingsport, TN

ORGANIZATIONS

1997 - Greater Indian Springs Community Chest,
United Way, chairperson 2000-2001

1996 - Council for Exceptional Children
member, TAM and TAG divisions

Fall, 1998 - Sullivan County Animal Shelter Board
Blountville, TN

BELINDA D. WHITAKER

220 Cross Community Rd.
Bristol, TN 37620
423-968-9050

Employed at Bristol Herald Courier, 320 Morrison Blvd. Bristol, VA 24201. Eighteen years of service in Information Technology.

Wildlife animal rescue since 1975.

Domestic animal rescue since 1975 - rescue/neuter/spay and placing in homes.

Co-Founder of Ferret Awareness Club of the TriCities, F.A.C.T. Education/Adoption/Rescue, 1992 to present.

Volunteer for the Adoptathon 1996 to present at the Sullivan County Animal Shelter.

Coordinator for the Adoptathon in 1998 at the Sullivan County Animal Shelter.

1998 Welles Hart Kindness and Compassionate Award from the Bristol Humane Society.

American Ferret Association Member.

Bristol Humane Society Member

Animal People Organization Member

People for Ethical Treatment of Animals Member(PETA)

References:

Bill Vaughn DVM
Indian Ridge Animal Hospital
Kingsport, TN
423-278-4753

N. L. Allen DVM
Jones Animal Hospital
Bristol, VA
423-968-7011

G. Neal Hill DVM
Parkway Animal Clinic
Bristol, TN
423-968-7241

Gina Robinson DVM
VCA Highlands Animal Hospital
Abingdon, VA
540-628-4115

Art Powers
1720 Holston Dr.
Bristol, TN 37620

Wallace Coffey
100 Belle Brook Dr.
Bristol, VA 24201

Mary Geiger
403 Knob Hill Dr.
Bristol, TN 37620

Windows 95

From: SGLASS3726@aol.com
Sent: Sunday, January 21, 2001 10:46 PM
To: dstreet@preferred.com
Cc: mihsrh@chartern.net
Subject: re:Sullivan County Animal Shelter



ATT00001.htm

I was asked to furnish a brief resume. My name is Sharon Glass, I am 53 yrs old, have been grooming for 32 yrs. I have owned my own business for 21 yrs. I have taught grooming for 20 yrs. and have done obedience showing/training for 15 yrs. I have taught Pet Care for the Sullivan County 4-H Club for 2 yrs. I have done seminars for the Special Education Department at Dobyens Bennett High School. I have given talks to the night classes at what was then Tri City Community College relating to small businesses. I have hosted pet functions during Fun Fest which were held at South and sponsored Harvest Hoedown in Blountville for 4 yrs. I have done petting sessions for churches during their Vacation Bible School times. I have assisted in kindergartners on field trips when I had my pet store in Colonial Heights. I held a Pet Care Seminar at the 4-H camp in Greenville, which involved several counties. I have judged competition obedience at fun matches for the Bristol (Twin-State) Kennel Club and Waynesville, North Carolina German Shepherd Club. I have been in charge of the small animals for Colonial Heights Baptist Church for the last 15 years. These animals are used during pageant time; especially at Christmas. The Jesus Story is held at the fairgrounds every year and also in Asheville, N. C.

I have assisted other churches in Bristol and Midway (between Gray and Colonial Heights) with their small animals during their pageant times. I taught the animal care badge for the Girl Scouts. I was able to help with wildlife recovery of squirrels, rabbits, raccoons, and ground hogs. A staff member at McCarty Veterinary held the license and with permission from the wildlife department, I was allowed to assist in the recovery of these pets. Should any further information be needed, please don't hesitate in letting me know. I look forward to meeting everyone. Thank you, Sharon Glass

Sullivan County, Tennessee
Board of County Commissioners

No. 11
19
Budget Committee
2001-01-010

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Accepting A Grant From the Tennessee Emergency Management Agency

WHEREAS, Sullivan County is to receive funds in the amount up to \$15,983.00 through the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, to be used for completing projects concerning Flood Hazard Mitigation Assistance; and,

WHEREAS, the acceptance of this grant involves Sullivan County meeting a grantee match requirement in the amount up to \$2,283.00 that can be met through indirect costs.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January, 2001, approve accepting a grant in the amount up to \$15,983.00 from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency to be used for completing projects concerning Flood Hazard Mitigation Assistance with the grantee match requirement in the amount up to \$2,283.00 being met through indirect costs.

BE IT RESOLVED that these funds would be deposited into the E.M.A. Fund primarily to be utilized in the Emergency Operations Center.

BE IT FURTHER RESOLVED that these funds shall be expended as needed and required by the terms and conditions of this grant and that any personnel positions created by this grant shall cease upon the termination of this grant. 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. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Janice Gammon County Clerk Date 2/19/01 Approved: Gil Hodges County Executive Date 2-19-01

Introduced By Commissioner: Hyatt
Seconded By Commissioner(s): Mayes

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	21		1	2	
Voice Vote					

01-010 /ak
Comments: 1st READING 01/22/01; APPROVED ROLL CALL 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

12
No. 21
Administrative Committee
2001-01-12

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 22nd day of January, 2001.

RESOLUTION Authorizing Sullivan County to Enter Into Regional Mutual Aid Agreement with Greene County for Law Enforcement Services

WHEREAS, Tennessee Code Annotated §12-9-101, et seq., known as the Tennessee Interlocal Cooperation Act, and Tennessee Code Annotated §58-2-601, et seq., known as the Local Government Emergency Assistance Act of 1987, authorize public agencies of this state to enter into interlocal agreements for mutual assistance; and

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of January 2001, hereby authorize Sullivan County to enter into the attached Regional Mutual Aid Agreement with Greene County for law enforcement purposes and the County Executive is hereby authorized to execute the same on behalf of Sullivan County.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2001.

Attested: _____ County Clerk Date Approved: _____ County Executive Date

Introduced By Commissioner: M. Vance
Seconded By Commissioner(s): H. Patrick

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

01-12 ml
ATTACHMENT | Comments: 1st READING 01/22/01; DEFERRED 02/19/01;

**REGIONAL
MUTUAL AID AGREEMENT**

THIS AGREEMENT entered into by and between the COUNTY OF GREENE, TENNESSEE and the COUNTY OF SULLIVAN, TENNESSEE.

WITNESSETH:

WHEREAS, Tennessee Code Annotated §12-9-101, et seq., known as the Tennessee Interlocal Cooperation Act, and Tennessee Code Annotated §58-2-601, et seq., known as the Local Government Emergency Assistance Act of 1987, authorize public agencies of this state to enter into interlocal agreements for mutual assistance; and

WHEREAS, the parties hereto by this agreement avail themselves of the authority conferred by these acts; and

WHEREAS, it is intention of the parties hereto to provide each of the parties by mutual assistance commitments with a predetermined plan by which each might render aid to the other in case of emergency which demands law enforcement services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into said agreement for mutual assistance in law enforcement to assure each party of adequate protection.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties will respond to calls for law enforcement assistance only upon request for such assistance made by the chief law enforcement official on duty for the requesting party, or his designee. All requests for emergency law enforcement assistance shall be directed only to the chief enforcement official on duty at the time, or his designee, for the entity from which aid is requested.

2. Each party's response, if any, to such call for assistance will be determined by the chief law enforcement official on duty for the responding party in the exercise of his sound discretion. Any decision reached by the aforesaid chief law enforcement official on duty for the responding party, or his designee, as to such response shall be final.

3. Except as may be applicable under paragraph five of this instrument, the conduct and actions of personnel for the responding party shall be the responsibility of the party sending assistance, and personnel for the responding party shall at all times be considered as employees for the responding party.

4. The party responding to the request for mutual assistance under the terms of this agreement shall be liable and responsible for the damage to its own apparatus and/or equipment and personnel. The responding party shall also be liable and responsible for any damage caused by its own apparatus and/or negligence of its own personnel while en route to or returning from a specific location.

5. The responding party assumes no responsibility or liability for damage to property or injury to any person that may occur at the actual scene of an emergency due to actions taken in responding under this agreement. Pursuant to Tennessee Code Annotated §29-20-107(f), employees of the responding party acting at the scene of the emergency shall be considered employees of the requesting party for tort liability purposes.

6. No compensation will be paid by the parties under this agreement for said mutual assistance rendered.

7. Except as may be applicable under paragraph five of this instrument, the parties hereto agree that no claims for compensation will be made by any party against any other party for loss, damage or personal injury which may occur in consequence of mutual assistance rendered hereunder, and that any and all rights and claims asserting such are hereby expressly waived.

8. Except as provided in paragraph five, at all times officers of the responding party shall be considered to be employees of the responding party and to be acting within the course and scope of their employment for purposes under the Governmental Tort Liability Act or Workers' Compensation Law of the State of Tennessee.

9. The chief law enforcement official of the requesting party on the scene of the emergency, or his designee, shall in all instances be in command of the emergency as to strategy, tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed through the ranking officer of the responding party at the scene. The provisions of this part shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time. The responding party may depart the scene of an emergency at any time at the discretion of the officer in command of the responding party at the scene of an emergency.

10. All law enforcement personnel employed by the parties to this agreement shall, during such time that said personnel are actually providing aid outside the jurisdictional limits of the employing party pursuant to a request for aid made in accordance with this agreement, shall have the same powers, duties, rights, privileges and immunities as if said personnel were performing their duties within the political subdivision in which they are normally employed.

11. The party having financial responsibility for the law enforcement agency providing services, personnel, equipment or facilities utilized pursuant to the provisions of this agreement shall bear any loss or damage to the same and shall pay any and all expenses incurred in the maintenance and operation of the same.

12. The party having financial responsibility for the law enforcement agency providing aid pursuant to this agreement shall compensate all of its employees rendering aid pursuant to this agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due if the aforesaid personal injury or death had occurred within the normal jurisdiction of that party. Such compensation shall also include all benefits normally due such employees.

13. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workmen's compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any party when performing their respective functions within the territorial limits of their respective party's jurisdiction shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this agreement shall apply with equal effect to paid and auxiliary employees.

14. This agreement shall also encompass the use of such participating party's personnel in the mass processing of arrestees, transportation of prisoners and operation of temporary detention facilities in the event of natural disasters, mass disorder, emergency situations, crisis intervention, and/or mass arrest situations, all of which shall be dealt with in accordance with the provisions contained hereinabove.

15. This agreement may be canceled at the discretion of the Chief Executive Officer of any party upon sixty (60) days written notice to all other parties.

16. This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

17. This agreement shall not limit in any way the powers, rights and/or responsibilities of the Sullivan County Sheriff's Office as defined by the law of the State of Tennessee.

IN WITNESS WHEREOF, the parties have set hands the day and year first above written.

COUNTY OF GREENE, TENNESSEE

By: _____
County Executive
Date: _____

By: _____
Sheriff
Date: _____

SULLIVAN COUNTY, TENNESSEE

By: _____
GIL HODGES
County Executive

By: _____
WAYNE ANDERSON
Sheriff

ATTEST:

JEANIE GAMMON
County Clerk

Sullivan County, Tennessee
Board of County Commissioners

No. 13
Administrative Committee
2001-02-014

To the Honorable Gil Hodges, County Executive, and the Members of the Sullivan County Board of Commissioners in Regular Session this 19th day of February, 2001.

RESOLUTION AUTHORIZING Reappointment to Sullivan County Planning Commission.

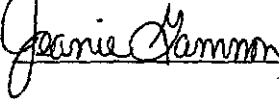
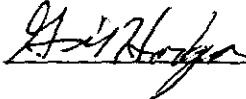
WHEREAS, Ms. Cathy Mullins' term expired on January 31, 2001, and she has agreed to serve another term.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, reappoint Ms. Cathy Mullins for another four (4) year term to the Sullivan County Planning Commission.

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

This resolution shall become effective on _____, 2001, the public welfare requiring it.

Duly passed and approved this 19th day of February, 2001.

Attested:  County Clerk  County Executive
2/19/01 02-014

Introduced By Commissioner: HARR

Seconded By Commissioner(s): BOYD, VANCE

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative	2-5-01			
Budget				
Executive	2-6-01			

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

01-2-014/mag

Comments: APPROVED VOICE VOTE 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

No. 14
Executive Committee
2001-02-015

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Authorizing the Sale of Land in the Tri-County Industrial Park To A Distributor

WHEREAS, a distributor wishes to acquire acreage in the Tri-County Industrial Park and construct a 50,000 square foot building; and,

WHEREAS, a 5.33 acre site is available in the park on Century Court – Section II.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, authorize the sale of an 5.33 acre site in the Tri-County Industrial Park, Section II, Century Court to a Distributor at a price of \$12,500 per acre.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this 19th day of February, 2000, 2001

Attested: *Jeanie Sammon* County Clerk Date 2/19/01 Approved: *Gil Hodges* County Executive Date 02-19-01

Introduced By Commissioner: Harr
Seconded By Commissioner(s): Hyatt

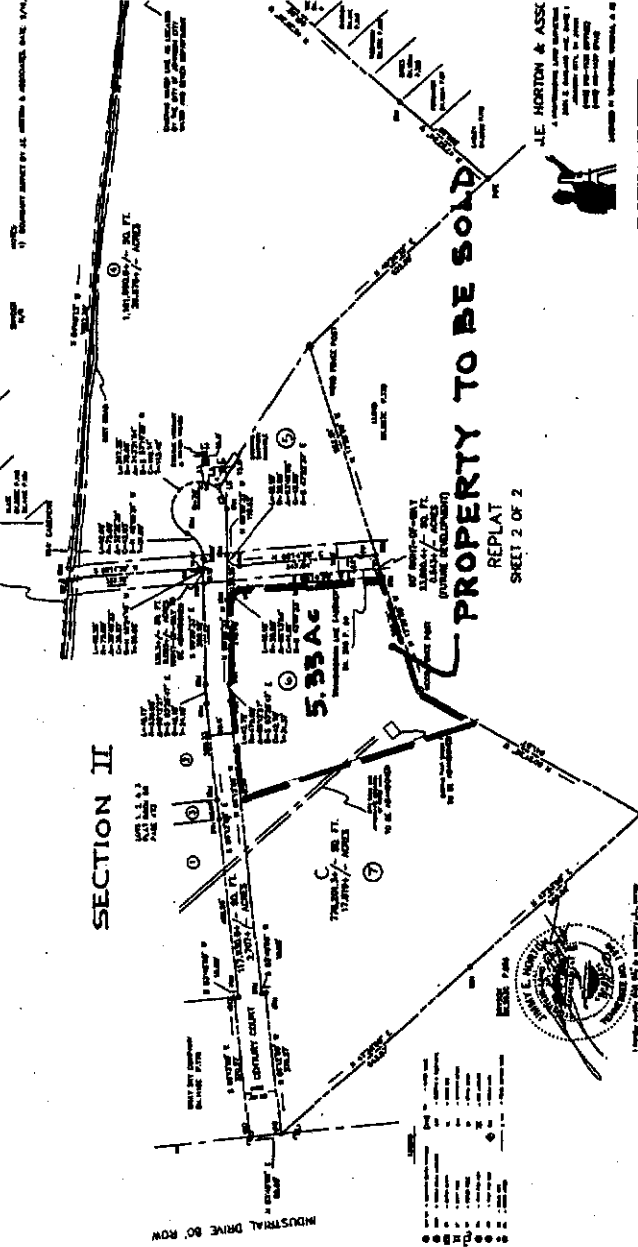
Committee Action	Approved	Disapproved	Deferred	No Action
Administrative	2-5-01			
Budget	2-8-01			
Executive	2-6-01			

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	22			2	
Voice Vote					

2-015
ATTACHMENT | Comments: APPROVED ROLL CALL 02/19/01



SECTION II



J.E. HORTON & ASS
A PROFESSIONAL LAND SURVEYOR
1000 S. BROADWAY, SUITE 100
MEMPHIS, TENNESSEE 38102
PHONE 901-525-1000
FAX 901-525-1001
WWW.JEHORTON.COM

PROPERTY TO BE SOLD
REPLAT
SHEET 2 OF 2



<p>REPLAT OF LOTS 4 AND 5 TRI-COUNTY INDUSTRIAL PARK SULLIVAN COUNTY REGIONAL PLANNING COMMISSION 1000 S. BROADWAY, SUITE 100 MEMPHIS, TENNESSEE 38102 PHONE 901-525-1000 FAX 901-525-1001 WWW.JEHORTON.COM</p>	<p>APPROVAL OF MEMPHIS AND SHELBY COUNTY PLANNING COMMISSIONS DATE: _____</p>	<p>APPROVAL OF SULLIVAN COUNTY PLANNING COMMISSION DATE: _____</p>	<p>APPROVAL OF WASHINGTON COUNTY PLANNING COMMISSION DATE: _____</p>	<p>APPROVAL OF TENNESSEE PLANNING COMMISSION DATE: _____</p>
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Sullivan County, Tennessee
Board of County Commissioners

No. 15
Budget Committee
2001-02-016

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Authorizing Request for Unclaimed Balance of Accounts Remitted to State Treasurer Under Unclaimed Property Act

WHEREAS, Tennessee Code Annotated §66-29-102 and §66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds One hundred (\$100.00) Dollars, less a proportionate share of the cost of administering the program; and

WHEREAS, Sullivan County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 1998 and the report year ending December 31, 1999; and

WHEREAS, Sullivan County agrees to meet all of the requirements of Tennessee Code Annotated §66-29-101, et seq., and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

WHEREAS, it is agreed that Sullivan County will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in Sullivan County's general fund;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February, 2001, hereby request the State Treasurer to pay the unclaimed balance of funds remitted for the 1998 and 1999 report years to Sullivan County in accordance with the provisions of Tennessee Code Annotated §66-29-121.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this 19th day of February, 2001.

Attested: Joanie Hammon County Clerk Date: 2/19/01 Approved: Gil Hodges County Executive Date: 02-15-01

Introduced By Commissioner: M. Vance
Seconded By Commissioner(s): M. Hyatt

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget	2-8-01			
Executive	2-6-01			

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

02-16 /mt Comments: APPROVED VOICE VOTE 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

No. 16
 Budget Committee
 2001-02-017

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Submitting an Application for a \$200,000 Grant for Observation Knob Park

WHEREAS, the Board of Commissioners recognizes the need for parks and recreation facilities within the county; and,

WHEREAS, these facilities can be assisted through a grant from the Local Parks and Recreation Fund (LPRF) administered by the Tennessee Department of Environment and Conservation (TDEC), Recreation Services Division; and,

WHEREAS, the county wishes to seek assistance under the above referenced program for the purpose of addressing these recreational needs; and,

WHEREAS, these funds would primarily be used to develop hiking/biking trail(s) within the park.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, does hereby authorize the County Executive to file an application for 2001 LPRF Funds in the amount of \$200,000 from the Recreation Services Division of TDEC, to be matched by an equal amount of resources from the county in the form of cash, labor and/or materials, as per LPRF program guidelines.

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the County Executive to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of these applications.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2000.

Attested: _____ Date _____ Approved: _____ Date _____
County Clerk County Executive

Introduced By Commissioner: Vance
Seconded By Commissioner(s): Morrell

Committee Action	Approved	Disapproved	Deferred	No Action	
Administrative					
Budget				2-8-01	
Executive	2-6-01				
Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

sh 2-017
 ATTACHMENT | Comments: DEFERRED 02/19/01;



Sullivan County, Tennessee
Board of County Commissioners

No. 17
 Administrative Committee
 2001-02-018

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Requesting the Continued Publication of the Sullivan County News

WHEREAS, the citizens of Sullivan County have requested that the Sullivan County Board of Commissioners contact the company involved in the closing of the Sullivan County News.

WHEREAS, this newspaper has been in print since 1940 and will be missed by the citizens that have depended on this newspaper's informative news.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, contact the company involved in the closing of the Sullivan County News and notify them that the citizens of Sullivan County are disappointed in the closure of such a well liked and informative newspaper.

AND FURTHER, request that the closure of the Sullivan County News be reconsidered.

WAIVER OF RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this 19th day of February, ~~2000~~ 2001

Attested: Jeanie Damon 2/19/01 Approved: Gil Hodges
County Clerk Date County Executive Date

Introduced By Commissioner: Hyatt
Secoded By Commissioner(s): King (Buddy)

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote	X				

MAG 2-018
 Comments: APPROVED VOICE VOTE 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

No. 18
 Executive Committee
 2001-02-019

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Authorizing Lease Agreement with Rock Springs Community Foundation

WHEREAS, Sullivan County previously entered into a Lease Agreement with Rock Springs Ruritan on December 16, 1982, leasing the premises generally known as the Old Rock Springs Elementary School Property to be used as a community center; and

WHEREAS, Rock Springs Ruritan Club surrendered the property effective September 15, 2000 and terminated the previous Lease Agreement with Sullivan County; and

WHEREAS, Rock Springs Community Foundation, a Tennessee non-profit corporation, has requested that the property be leased to it to be used for community purposes as evidenced by the attached correspondence and has submitted in support thereof a petition signed by approximately 300 Sullivan County residents requesting that the property be leased to the Rock Springs Community Foundation, said petition being on file in the Office of the County Clerk;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February, 2001, hereby authorizes Sullivan County to enter into the attached Lease Agreement with the Rock Springs Community Foundation and the County Executive is hereby authorized to execute said Lease Agreement on behalf of Sullivan County.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2001.

Attested: _____ Date _____ Approved: _____ Date _____
County Clerk County Executive

Introduced By Commissioner: E. Williams
Seconded By Commissioner(s): F. Childress

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

2-019 /11
 ATTACHMENT | Comments: 1st READING 02/19/01

**ATTACHMENT 2001-02-19
Three Pages**

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2001, by and between COUNTY OF SULLIVAN, TENNESSEE, hereinafter called "Lessor", and ROCK SPRINGS COMMUNITY FOUNDATION, a non-profit corporation organized under the laws of the State of Tennessee, hereinafter called "Lessee";

WITNESSETH:

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

1. Lessor does hereby demise, let and lease a certain parcel of property generally known as the "Old Rock Springs Elementary School Property", located in the 13th Civil District of Sullivan County, Tennessee, and being more particularly described in Deed Book _____, at Page _____, of record in the Register's office for Sullivan County at Blountville, Tennessee.

2. This Lease Agreement shall be for a term of twenty-five (25) years commencing _____, 2001 and ending at midnight on _____, 2026.

3. Lessee shall pay rent at the rate of \$1.00 per year, nonproratable in the event of termination of this Lease Agreement as provided herein, said rent payable at the end of each year. Said rent shall be paid to the Lessor at the Office of Sullivan County Executive, Courthouse, 3411 Highway 126, Suite 206, Blountville, Tennessee 37617.

4. The premises demised herein shall be used by Lessee for recreational purposes and as a community center for the local community. Lessee covenants with Lessor that the Lessee's use of the premises demised herein is with the general knowledge and consent of the local community and is with the approval and consent of other civic and service clubs servicing the local community and that it is the desire of the community that the Lessee act as managing agent for the use of the premises demised herein and that Lessee's use and utilization of these premises shall be nonexclusive to the extent that other civic clubs, service clubs and individuals may enjoy use of the property consistent with the management practices and policy of the Lessee and the schedules, terms and conditions propounded by the Lessee. The aforesaid covenant of the Lessee is an essential condition, term and covenant of this Lease Agreement and a non-discretionary obligation of the Lessee to perform. In the event the Lessee should fail to carry out its activities in accordance with the aforesaid covenant such breach of Lessee's covenant shall be good cause for this Lease Agreement to be terminated upon thirty (30) days written notice to Lessee by Lessor.

5. Lessee shall not assign this Lease nor sub-let the premises without written consent of Lessor.

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

7. All personal property placed or moved upon or into the above described premises shall be at the sole risk of Lessee and/or owner of such personal property and the Lessor shall not be liable for any damages to such personal property. Further Lessor shall not be liable to Lessee or third parties for damages received by bursting or leaking of water pipes, roof leaks, fire or any other casualty to any improvement or property presently located on the premises or hereinafter located or constructed, or for other casualty or for damages resulting from any actual negligence of Lessee or any third party, or any occupant, invitee or user of the premises, or from any spectator or any other person whomsoever. Lessee agrees to save harmless and indemnify Lessor from any such loss and/or liability including Lessor's reasonable attorney fees and expenses and shall insure Lessor as hereinafter provided.

8. (a) Lessee agrees during this Lease Agreement term to save harmless and indemnify Lessor from and against all loss, liability, claim or expense due to injury to person or property that may be incurred by Lessee or any third party by reason of any accident or from any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse or abuse of the premises demised herein and Lessee will maintain adequate insurance for such purposes, including general public liability insurance in the minimal amounts set forth in subsection (b) of this paragraph. Lessee shall also maintain adequate insurance to cover the contents of any building or structure presently existing on the aforescribed premises utilized by Lessee or third parties or for their purposes or of any improvement hereinafter constructed. Lessor shall not be liable to Lessee or to any other person for injury, claim, loss or damage to any property or to any person for which loss Lessee shall insure and save harmless lessor from any and all loss and/or liabilities whatsoever.

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

(c) Lessee shall have no obligation to maintain fire insurance on buildings existing at the time of this Agreement, such insurance may be provided at the sole discretion of Lessor as Lessor deems necessary in the name of Lessor. Lessor shall not be required to insure any building, addition or structure constructed by or at the instance of Lessee.

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

9. Lessee accepts the property as is and agrees to pay all utility bills, insurance expenses and all construction and maintenance expenses and other charges incurred on its behalf pertaining to the use of the property herein demised and any improvements thereon.

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

11. Lessor shall have the right to enter the premises at all times which are necessary and this right shall exist whether or not Lessee shall be on the premises at such time.

12. (a) Lessor reserves the right to terminate this Lease Agreement for any reason or for no reason by giving written notification to Lessee in writing ninety (90) days prior to the date when such termination becomes effective and the parties stipulate that the mailing of notice to the hereinafter stated address shall constitute compliance with this article of this Lease Agreement.

(b) Lessee reserves the right to terminate this Lease Agreement by giving written notification to Lessor in writing ninety (90) days prior to the date when such termination becomes effective, such notice to be sent to Lessor at the address hereinafter stated.

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

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

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

To Lessee At: Rock Springs Community Foundation
c/o _____

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

SULLIVAN COUNTY, TENNESSEE

BY: _____
Gil Hodges, County Executive
Lessor

Attest:

Jeanie Gammon, County Clerk

**ROCK SPRINGS COMMUNITY
FOUNDATION**

BY: _____
Lessee

Attest:

Sullivan County, Tennessee
Board of County Commissioners

No. 19
Budget Committee
2001-02-020

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION to Amend Budget for Observation Knob Park's State Revenue

WHEREAS, a boat slip at Observation Knob Park is in need of replacement; and,

WHEREAS, the Tennessee Wildlife Management Agency will provide funding of \$3,000 for the project; and,

WHEREAS, the park will allocate \$1,000 of its current capital account to complete the project (no new funds involved).

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, approve accepting funds in the amount of \$3,000 from the Tennessee Wildlife Management Agency for the replacement of a boat slip, thereby amending the park's budget as follows:

46990	Other State Revenues	\$3,000
56700.700.5600	Capital Outlay	\$3,000

WAIVER OF THE RULES REQUESTED

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this 19th day of February, 2000. 2001

Attested: Jeannie Gammon County Clerk Date 2/19/01 Approved: Gil Hodges County Executive Date 2/19/01

Introduced By Commissioner: **Morrell**
Seconded By Commissioner(s): **Vance**

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20	2		2	
Voice Vote					

alt 2-020
Comments: APPROVED ROLL CALL 02/19/01

Sullivan County, Tennessee
Board of County Commissioners

No. 20
Executive Committee
2001-02-021

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Authorizing Request to Tennessee General Assembly to Amend the Provisions of Tennessee Code Annotated §66-28-102(2) to Allow the Uniform Residential Landlord and Tenant Act to Apply in Sullivan County

WHEREAS, Tennessee Code Annotated 66-28-102(b) exempts, among others, those counties with a population of not less than 140,000 nor more than 145,000 according to the 1990 federal census from the provisions of Tennessee Code Annotated §66-28-101, et seq., known as the "Uniform Residential Landlord and Tenant Act"; and

WHEREAS, said exemption applies to Sullivan County in that it had a population of 143,596 according to the 1990 federal census; and

WHEREAS, the underlying purposes and policies of the Uniform Residential Landlord and Tenant Act are to (1) simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant; (2) encourage landlord and tenant to maintain and improve the quality of housing; (3) promote equal protection to all parties; and (4) make uniform the law in Tennessee;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February, 2001, hereby request the Tennessee General Assembly to amend the provisions of Tennessee Code Annotated §66-28-102(b) such that Sullivan County shall no longer be exempt from the provisions of Tennessee Code Annotated §66-28-101, et seq., known as the "Uniform Residential Landlord and Tenant Act."

BE IT FURTHER RESOLVED that this Resolution, upon passage, be forwarded to Senator Ron Ramsey and State Representatives Steve Godsey, Jason Mumpower and Keith Westmoreland, respectively, by the Office of the County Attorney.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2001, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2001.

Attested: _____ Approved: _____
County Clerk Date County Executive Date

Introduced By Commissioner: J. Carter
Seconded By Commissioner(s): C. Belcher

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

02-021 / 01
Comments: 1st READING 02/19/01;

Sullivan County, Tennessee
Board of County Commissioners

No. 21
Budget Committee
2001-02-022

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 19th day of February, 2001.

RESOLUTION Authorizing The Director Of Sullivan County Schools And The Purchasing Agent To Enter Into A Contractual Agreement With Energy Systems Group To Provide Energy Efficient Improvements to Sullivan County Schools

WHEREAS, Energy Systems Group has proposed that various Sullivan County school facilities can be retro-fixed to become more energy efficient therefore producing guaranteed savings;

WHEREAS, the cost of Phase I can be amortized over a period of years and be funded from the annual savings, projected at nine hundred twenty-five thousand dollars (\$925,000), and an allocation of five hundred thousand dollars (\$500,000) per year from the school renovation fund; and,

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 19th day of February 2001, authorize the Sullivan County Director of Schools and the Purchasing Agent to enter into a contractual agreement with Energy Systems Group for energy efficiency improvements to school facilities.

BE IT FURTHER RESOLVED that the projected cost in the amount of sixteen million dollars (\$16,000,000) shall be funded through the school renovation fund with five hundred thousand dollars (\$500,000) annually and the energy savings of nine hundred twenty-five thousand dollars (\$925,000) guaranteed by Energy Systems Group.

BE IT FURTHER RESOLVED that the sixteen million (\$16,000,000) for the first phase shall be amortized over a period of years through a long-term lease/purchase with Energy Systems Group or special school bonds.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on _____, 2000, the public welfare requiring it. Duly passed and approved this ____ day of _____, 2000.

Attested: _____ Date _____ Approved: _____ Date _____
County Clerk County Executive

Introduced By Commissioner: Houser
Seconded By Commissioner(s): Surgenor

Committee Action	Approved	Disapproved	Deferred	No Action	
Administrative					
Budget					
Executive					
Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

2-022
alt | Comments: 1st READING 02/19/01;

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. MORRELL TO MEET AGAIN IN REGULAR
SESSION MARCH 26, 2001.



GIL HODGES

COMMISSION CHAIRMAN