

COUNTY COMMISSION- REGULAR SESSION

FEBRUARY 21, 2005

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, FEBRUARY 21, 2005, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE . PRESENT AND PRESIDING WAS HONORABLE RICHARD S. VENABLE, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK AND CAPTAIN KEITH ELTON OF SAID BOARD OF COMMISSIONERS,

TO WIT:

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

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

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

23 PRESENT 1 ABSENT (HERRON ABSENT)

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

Motion was made by Comm. Harr and seconded by Comm. Hyatt to approve the minutes of the January 24, 2005, Regular Session of County Commission. Said motion was approved by voice vote.

PUBLIC COMMENTS: FEBRUARY 21, 2005

THOSE SPEAKING DURING THE PUBLIC COMMENT TIME WERE AS FOLLOWS:

- 1. Comm. Wayne McConnell concerning the closing of Gravely School.**
 - 2. Comm. Elliott Kilgore concerning the closing of Gravely School.**
 - 3. Comm. O.W. Ferguson concerning the closing of Gravely School.**
-

Mayor Richard Venable announced the resignation of Tim Earles as Public Health and Safety Officer and opened the floor for nominations for same. Claude Smith was nominated by Comm. Blackburn and the nomination was seconded by Comm. Harr. Claude Smith was elected by Voice Vote of the Commission for the position of Public Health and Safety Officer this 21st day of February, 2005.

Mayor Venable opened the floor for nominations for the vacancy for Constable in the 8th Constable District, due to the death of Mr. J. R. Bailey, Constable.

Nominations were as follows:

- 1. Jonathan C. Bailey by Comm. Williams, seconded by Comm. Conkin.**
- 2. Larry Mullenix by Comm. Crawford.**
- 3. Kermit Manis by Kermit Manis.**
- 4. Gary Conkin by Gary Conkin.**

Nominations ceased and Jonathan C. Bailey was elected by roll call vote of the Commission this 21st day of February, 2005. (Affidavits of qualifications on following pages).

Update was given by Garth Blackburn, Chairman of the Jail Committee. Claude Smith made a presentation to the Commission of the Committee's information concerning the building of jail.

Filed
2/21/05

STATE OF TENNESSEE
COUNTY OF SULLIVAN

AFFIDAVIT OF QUALIFICATION
OFFICE OF CONSTABLE

I, JONATHAN C. BAILEY, after being duly sworn according to law, depose and say that in accordance with the provisions of Tennessee Code Annotated § 8-10-102:

- 1. I am at least twenty-one (21) years of age;
- 2. I am a qualified voter of Constable District 8th;
- 3. I have the ability to read and write;
- 4. I have not been convicted in any federal or state court of a felony; and
- 5. I have not been separated or discharged from the armed forces of the United States with other than an honorable discharge.

This 21 day of February, 2005.

Jonathan C. Bailey
Affiant's Signature

Address: 4500 LONE STAR RD,
KINGSPORT, TN 37660

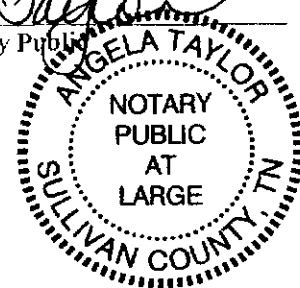
Phone: 423-349-2249

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Subscribed and sworn to before me, the undersigned Notary for the State and County aforesaid, this 21st day of February, 2005.

Angela Taylor
Notary Public

My Commission Expires: 11-13-06



STATE OF TENNESSEE
COUNTY OF SULLIVAN

Filed
2/21/05

AFFIDAVIT OF QUALIFICATION
OFFICE OF CONSTABLE

I, Larry Mullenix, after being duly sworn according to law, depose and say that in accordance with the provisions of Tennessee Code Annotated § 8-10-102:

1. I am at least twenty-one (21) years of age;
2. I am a qualified voter of Constable District 8th;
3. I have the ability to read and write;
4. I have not been convicted in any federal or state court of a felony; and
5. I have not been separated or discharged from the armed forces of the United States with other than an honorable discharge.

This 21 day of Feb, 2005.

Larry Mullenix
Affiant's Signature

Address: 227 Mullenix Ln

Kingsport, TN 37660

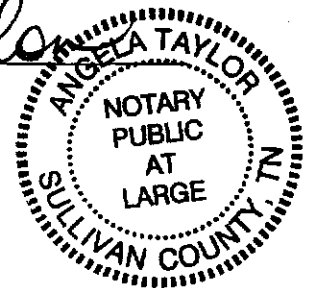
Phone: 423-367-0986

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Subscribed and sworn to before me, the undersigned Notary for the State and County aforesaid, this 21st day of February, 2005.

Angela Taylor
Notary Public

My Commission Expires: 11/13/06



RECEIVED

Jeanie Damm

DATE 2/4/05

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

AFFIDAVIT OF QUALIFICATION FOR OFFICE OF CONSTABLE

I, Kenneth Harold Manis, after being duly sworn according to law, depose and say that in accordance with the provisions of Tennessee Code Annotated §8-10-102:

- 1. I am at least twenty-one (21) years of age;
- 2. I am a qualified voter of Constable District 8;
- 3. I have the ability to read and write;
- 4. I have not been convicted in any federal or state court of a felony; and
- 5. I have not been separated or discharged from the armed forces of the United States with other than an honorable discharge.

This the 1 day of 25-2005.

Kenneth H. Manis

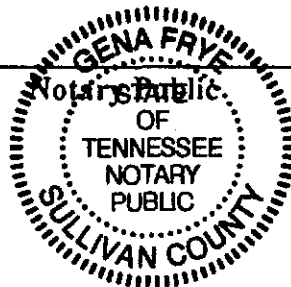
STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

Subscribed and sworn to before me, the undersigned notary public for the State and County aforesaid, this 25 day of Jan, 2005.

My commission expires:

10/7/08



RECEIVED

BY *Jeanie Gammon* DATE *2/4/05*

STATE OF TENNESSEE:

COUNTY OF SULLIVAN:

AFFIDAVIT OF QUALIFICATION FOR OFFICE OF CONSTABLE

I, *GARY CONKIN*, after being duly sworn according to law, depose and say that in accordance with the provisions of Tennessee Code Annotated §8-10-102:

1. I am at least twenty-one (21) years of age;
2. I am a qualified voter of Constable District *8*;
3. I have the ability to read and write;
4. I have not been convicted in any federal or state court of a felony; and
5. I have not been separated or discharged from the armed forces of the United States with other than an honorable discharge.

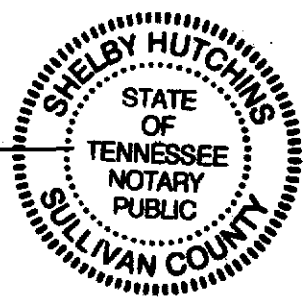
This the *25* day of *JAN*, *2005*

Gary Conkin

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Subscribed and sworn to before me, the undersigned notary public for the State and County aforesaid, this *25* day of *January*, *2005*.

Shelby J. Hutchins
Notary Public



My commission expires:
10/8/2008

STATE OF TENNESSEE
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

NOVEMBER 15, 2004

LISA S. ANDERSON

IMOGENE J. BAILEY

JACQUIE BARRETT

APRIL C. BELLAMY

BEATRICE I. BISHOP

WENDY BOWERY

CYNTHIA JEAN BRADLEY

~~James Brotherton~~
AMY L. CARTER

RICHARD D. CARTWRIGHT

LINDA E. COLE

LOLA M. DEAN

S.B. DOOLEY

MURRY C. GROSECLOSE III

LEVITA M. HAYNES

CYNTHIA D. HENLEY

BRENDA G. HERRON

AMANDA J. HOBBS

PEG S. KUH BANDER

LIBBY LAURICE MARCUS

MARGARET L. MARTIN

L. CARTER MASSENGILL

LINDA FAYE MULLINS

AUDREA W. NELSON

KATHY T. REED

KAREN RENTZ

LISA MARIE RIGGS

TONIA ROBERTS

DANA D. SANDERS

KIMBERLY M. SMITH

LINDA A. SMITH

ROBIN D. SUTHERLAND

SANDRA B. TOMLINSON

CARL W. VOGEL

Will DeVaux
NO ADULT ARREST RECORD FOUND.
THIS SEARCH COVERS SULLIVAN
COUNTY SHERIFF'S OFFICE ONLY

11-30-2004

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

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY
PUBLIC SURETY BONDS

FEBRUARY 21, 2005

TAMMY BOWMAN

JAMES EDWARD BROTHERTON

REBECCA B. BROWN

LINDA KAY HAWKS

L. BAXTER HOOD

LORI K. KINDLE

AKESHIA LAMBERT

LUCINDA J. MCFALLS

BETTY ANN MCGLOTHLIN

LINA FAYE MULLINS

CARLA R. RICHARDS

DALE W. SMITH

BENJIE A. TOLBERT

RONALD H. VENABLE

PATSY FAYE WATTS

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

AGENDA

Sullivan County Board of County Commission

February 21 2005

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, February 21, 2005 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

- (1) File No. 12/04/01 Richard Macy
Reclassify M-1 property located at 135 Jonesboro Road to B-3 to allow commercial retail. Property ID. No. Tax Map 124- K, Group D, Parcel 20.15 located in the 9th Civil District. **Sullivan County Planning**

PETITION TO SULLIVAN COUNTY FOR REZONING # 12/04/01

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.

OFFICE USE ONLY

Property Owner Richard Macy

Address 135 Jonesboro Rd

Piney Flats, In 32686

423-
Phone 538-7868 Date of Request 11-29-04

Property Located in 9th Civil District

+ Richard D. Macy Jr.
Signature of Applicant

Meeting Date 1-18-05 Time 7:00 P.M.

Place Old Courthouse

Planning Commission Approved _____
Denied _____

County Commission Approved X
Denied _____

Other Roll Call Vote 22 AYE, 2 Absent

Final Action Date 02-21-05

PROPERTY IDENTIFICATION

Cont. 124K

Tax Map 124F Group D Parcel 20.15

Zoning Map 26 Zoning District M-1 Proposed District B-3

Property Location 135 Jonesboro Rd

Purpose of Rezoning To allow commercial retail

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.

Richard D. Macy Jr.

Sworn to and subscribed before me this 29th day of Nov, 2004.

Debbie Steuser
Notary Public

My Commission Expires: 1-16-08

D. Rezoning Requests:

AGENDA ITEM D1

FINDINGS OF FACTS

Property Owner: Mr. Richard Macy
 File #: 12/04 01
 Parcel ID: Tax Map 124K, Group D, Parcel 20.15
 Zoning: M-1
 Rezoning Request: B-3
 Civil District: 10th
 Location: 135 Jonesborough Road, Piney Flats
 PC 1101 Growth Plan: Growth Area
 Water District: City of Johnson City
 Sewer District: City of Bristol if available

Background Field Notes:

- This request is to rezone property from M-1, light manufacturing, to B-3, general business for the purpose of allowing general commercial retail.
- The property owner purchased a spec. retail type building that was not finished and converted it into a living space on one side and an antique store on the other side. The building and site were considered legal but non-conforming. The building sat empty for quite some time.
- The new property owner would like to consider opening up a Bed and Breakfast Inn on the site; however they would not live in it and therefore it would not be a major home-occupation.
- B-3 allows most retail, hotel, motel, auto sales and service, offices, and service oriented businesses, as well as residential land uses.
- Originally this area was considered for the M-1 zone in hopes the Tri-County Industrial Park would expand. This has not occurred and therefore the recent trend is for auto sales and service on the highway as well as new construction for retail on Jonesboro Road.
- This road is visible from Hwy 11-E and could benefit from the rezoning, which would allow for more broad commercial land uses.
- Public sewer is provided by Johnson City on the opposite side of the highway while Bristol sewer is along Industrial Park Road and along the highway. Currently all existing properties along Jonesboro Road utilize on-site individual septic systems.
- Staff recommends in favor of this request for the following reasons:
 1. Supports Urban Growth Plan;
 2. Most public services are available or could become available easily (sewer close by) to support the broad uses under B-3;
 3. Would make the site in compliance with zoning;
 4. Supports the recent trend for redevelopment of the area.

Discussion at the PC meeting:

Applicant/representative present – *Mr. Richard D. Macy, Sr. was present to speak on his request. He added that he would like to rezone the property to make it what it should be based upon his current use and proposed Bed and Breakfast Inn. He stated that he has 3500 square feet devoted to the Antique store and 2000 square feet devoted to his residence. He would like to add a 28'x60', 3 bedroom and 3 bathroom Bed and Breakfast Inn.*

Sullivan County Regional Planning Commission Action –

Approval: *Buddy King motioned in favor of this request, 2nd by Archie Pierce and the vote in favor passed unanimously.*

Denial: Reason for denial:

Defer: Reason for deferral:

RESOLUTIONS ON DOCKET FOR FEBRUARY 21, 2005

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	APPROVED 02-21-05
#2 AUTHORIZE ADJUSTMENT IN EMS RATES TO COINCIDE WITH THE INCREASE IN MEDICARE REIMBURSEMENT RATES SINCE NOVEMBER 2000	APPROVED 02-21-05
#3 AUTHORIZING THE DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IN SULLIVAN COUNTY	APPROVED 02-21-05
#4 AUTHORIZING THE RECOGNITION OF THE KINGSPORT LIFESAVING CREW AND KINGSPORT FIRE DEPT. AS SULLIVAN COUNTY'S SPECIALIZED RESCUE TEAM	APPROVED 02-21-05
#5 AUTHORIZE CONSTRUCTION OF AN INDUSTRIAL ACCESS ROAD	APPROVED 02-21-05
#6 AUTHORIZE THE EXPENDITURE OF FUNDS FOR THE GRADING OF A ROAD TO ALLOW FOR THE EXPANSION OF AN INDUSTRY IN THE TRI-COUNTY INDUSTRIAL PARK	APPROVED 02-21-05
#7 AUTHORIZING CREATION OF POSITION OF EXECUTIVE DIRECTOR OF TOURISM FOR SULLIVAN COUNTY	1 ST READING 02-21-05
#8 ESTABLISHING ANNUAL SALARY OF COUNTY ATTORNEY	1 ST READING 02-21-05
#9 ACCEPT AND APPROPRIATE GRANT FOR SOLID WASTE DEPARTMENT	APPROVED 02-21-05
#10 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 8 TH C.D.	1 ST READING 02-21-05
#11 ISSUANCE OF INTEREST BEARING INDUSTRIAL (BUSINESS) PARK CAPITAL OUTLAY NOTES (TAXABLE) OF SULLIVAN COUNTY, TENN. IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000)	APPROVED 02-21-05
#12 AUTHORIZE APPLICATION FOR CERTIFICATE OF PUBLIC PURPOSE AND NECESSITY	APPROVED 02-21-05
#13 APPROPRIATE FUNDS FOR DEMOLITION AND REMOVAL OF BUILDING AT FORMER SUNRISE SCHOOL PROPERTY	APPROVED 02-21-05

Sullivan County, Tennessee
Board of County Commissioners

Item 1
No. 2005-02-00

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Consider Amendments to the Sullivan County Zoning Resolution

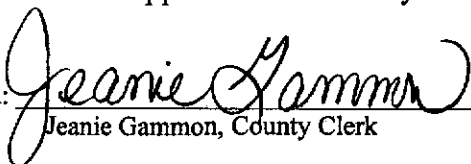
WHEREAS, the attached rezoning petitions have been duly initiated; have been before the Planning Commission (recommendations enclosed); and have received a public hearing as required; and,

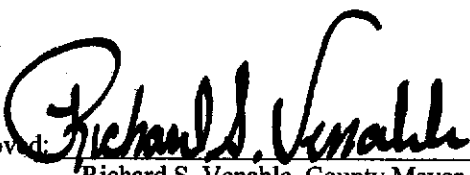
WHEREAS, such rezoning petitions will require an amendment to the Sullivan County Zoning Resolution.

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

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

Duly passed and approved this 21st day of February 2005.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

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

2005-02-00	County Commission
ACTION	Approved 02-21-05 Voice Vote

Comments:

Sullivan County, Tennessee
Board of County Commissioners

Item 2
Administrative/Budget
No. 2005-01-006

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 24th day of January 2004.

RESOLUTION To Authorize Adjustment in EMS Rates to Coincide with the Increase in Medicare Reimbursement Rates since November 2000

WHEREAS, Resolution 2000-11-157 approved December 2000 adjusted the ambulance reimbursement rates to cover the allowable charges by Medicare; and

WHEREAS, since December 2000 the Medicare reimbursement rates have increased, while ambulance charges have not; and,


WHEREAS, the current rates need to be adjusted to coincide with those increases to allow the citizens of Sullivan County to receive the same level Medicare coverage as other counties and states.

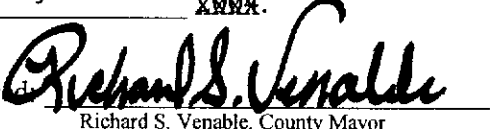
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, on this date hereby approve rate increases consistent with the current Medicare rates of reimbursement.

BE IT FURTHER RESOLVED That any future rate increases based upon the Medicare reimbursement rates shall be filed with the Budget Committee 30 days before implementation.

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

Duly passed and approved this 21st day of February 2005 ~~2004~~.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Introduced by Commissioner: Williams

Seconded by Commissioner(s): Harr

lb

2005-01-006	Administrative	Budget	Executive	County Commission
ACTION	Motion to Approve Failed 2-7-05		Approve 2-2-05	Approved 02-21-05 16Aye, 7Nay, 1Absent

Comments: 1st Reading 0-1-24-05;

Sullivan County, Tennessee
Board of County Commissioners

Item 3
Executive/Administrative/Budget
No. 2005-01-011
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 24th day of January, 2005.

1 **RESOLUTION Authorizing the Designation of the National Incident Management System**
2 **(NIMS) in Sullivan County**
3

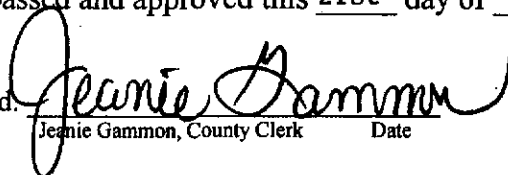
4 WHEREAS, the Homeland Security Department together with state officials are encouraging a
5 unified command structure across the State of Tennessee with all federal and state emergency
6 responders; and
7

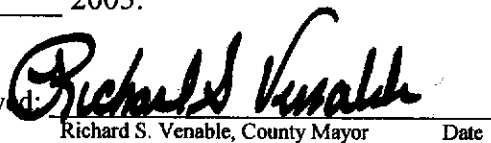
8 WHEREAS, during a federal, state or local disaster, all emergency responders are required to
9 work jointly together;
10

11 **NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners**
12 **of Sullivan County, Tennessee, assembled in Regular Session on the 24th day of**
13 **January, 2005 hereby establish the National Incident Management System (NIMS)**
14 **as the standards for incident management in Sullivan County and encourage all local**
15 **responders to work jointly in being trained in the new standards.**

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

Duly passed and approved this 21st day of February 2005.

Attested: 
Jeanie Gammon, County Clerk Date

Approved: 
Richard S. Venable, County Mayor Date

Introduced By: Commissioner: Vance

Seconded By: Commissioner(s): E. Williams, J. Crawford

mv

2005-01-011	Administrative	Budget	Executive	County Commission
ACTION	Approve 2-7-05		Approve 2-2-05	Approved 02-21-05 23 Aye -1 Absent

Comments: 1st Reading 1-24-05;

September 8, 2004

Dear Governor:

In Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents, the President directed me to develop and administer the National Incident Management System (NIMS). The NIMS provides a consistent nationwide approach for Federal, State, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. On March 1, 2004, the Department of Homeland Security (DHS) issued the NIMS to provide a comprehensive national approach to incident management, applicable at all jurisdictional levels and across functional disciplines. HSPD-5 also required DHS to establish a mechanism for ongoing coordination to provide strategic direction for, and oversight of, the NIMS. To this end, the NIMS Integration Center (NIC) was established to support both routine maintenance and the continuous refinement of the NIMS.

All Federal departments and agencies are required to adopt the NIMS and use it in their individual domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities, as well as in support of all actions that assist State or local entities. The NIC is working with Federal departments and agencies to ensure that they develop a plan to adopt NIMS and that all fiscal year (FY) 2005 Federal preparedness assistance program documents begin the process of addressing State, territorial, tribal, and local NIMS implementation.

This letter outlines the important steps that State, territorial, tribal, and local should take during FY 2005 (October 1, 2004- September 30, 2005) to become compliant with the NIMS.

The NIMS provides the framework for locals, tribes, territories, States, and the Federal Government to work together to respond to any domestic incident. Many of the NIMS requirements are specific to local jurisdictions. In order for NIMS to be implemented successfully across the nation, it is critical that States provide support and lead tribal and local entities to ensure full NIMS implementation. We are looking to you and your State Administrative Agency (SAA) to coordinate with the State agencies, tribal governments, and local jurisdictions to ensure NIMS implementation. Given the importance and urgency of this effort, Federal, State, territorial, tribal, and local should begin efforts to implement the NIMS, if such efforts are not already underway.

Implementation of and compliance with the NIMS is critical to ensuring full and robust preparedness across our nation. HSPD-5 established ambitious deadlines for NIMS adoption and implementation. FY 2005 is a start-up year for NIMS implementation and full compliance with the NIMS is not required for you to receive FY 2005 grant funds. Since FY 2005 is a critical year for initial NIMS adoption, you should start now by prioritizing your FY 2005 preparedness assistance (in accordance with the eligible allowable uses of the grant) to facilitate its implementation. The NIC is working with Federal departments and agencies to identify all of preparedness assistance programs. The NIC will then provide this information to the States, territories, tribes, and local governments.

To the maximum extent possible, States, territories, tribes, and local entities are encouraged to achieve full NIMS implementation and institutionalization across the entire response system during FY 2005. This memorandum highlights the important features of NIMS implementation that should receive special emphasis in FY 2005, but does not represent all of the actions necessary to fully implement the NIMS.

The NIMS is the nation's first-ever standardized approach to incident management and response. The NIMS unifies Federal, State, territorial, tribal, and local lines of government into one coordinated effort. This integrated system makes America safer by establishing a uniform set of processes, protocols, and procedures that all emergency

Attachment

responders, at every level of government, will use to conduct response actions. This system ensures that those involved in emergency response operations understand what their roles are and have the tools they need to be effective.

This system encompasses much more than the Incident Command System (ICS), although ICS is a critical component of the NIMS. It also provides a common foundation for training and other preparedness efforts, communicating and sharing information with other responders and with the public, ordering resources to assist with a response and for integrating new technologies and standards to support incident management. the first time, all of the nation's emergency responders will use a common language, a common set of procedures when working individually and together to keep America safe. The NIMS ensures that they will have the same preparation, the same goals and expectations, and most importantly, they will be speaking the same language.

Minimum FY 2005 NIMS Compliance Requirements:

State and territory level efforts to implement the NIMS must include the following:

- ? Incorporating NIMS into existing training programs and exercises
- ? Ensuring that Federal preparedness funding (including DHS Homeland Security Grant Program, Urban Area Security Initiative (UASI) funds) support NIMS implementation at the State and local levels (in accordance with the eligibility and allowable uses of the grants)
- ? Incorporating NIMS into Emergency Operations Plans (EOP)
- ? Promotion of intrastate mutual aid agreements
- ? Coordinating and providing technical assistance to local entities regarding NIMS
- ? Institutionalizing the use of the Incident Command System (ICS)

At the State, territorial, tribal, and local levels, jurisdictions should support NIMS implementation by:

- ?1 Completing the NIMS Awareness Course: "National Incident Management System (NIMS), An Introduction" IS 700
This independent study course developed by the Emergency Management Institute (EMI) explains the purpose, principles, key components and benefits of NIMS. The course contains "Planning Activity" screens, allowing participants an opportunity to complete some planning tasks during the course. The planning activity screens are printable and can be used after the course is complete. The course is available on-line and take between forty-five minutes to three hours to complete. The course is available the EMI web page at: <http://training.fema.gov/EMIweb/IS/is700.asp>.

- ② Formally recognizing the NIMS and adopting the NIMS principles and policies
States, territories, tribes, and local entities should establish legislation, executive resolutions, or ordinances to formally adopt the NIMS. The NIC will provide sample language and templates to assist you in formally adopting the NIMS through legislative and/or executive/administrative means.

- ?3 Establish a NIMS baseline by determining which NIMS requirements you already meet
We recognize that State, territorial, tribal, and local entities have already implemented many of the concepts and protocols identified in the NIMS. The 2004 DHS Homeland Security Grant Program encouraged grantees to begin utilizing the NIMS concepts, principles, terminology, and technologies. The NIC is developing the NIMS Capability Assessment Support Tool (NIMCAST). The NIMCAST is a web-based self-assessment system that States, territories, tribes, and local governments can use to evaluate their incident response and management capabilities. This useful tool identifies the requirements established within the NIMS and can assist you in determining the extent which you are already compliant, as well as identify the NIMS requirements that you not currently meeting. As gaps in compliance with the NIMS are identified, States,

territories, tribes, and local entities should use existing initiatives, such as the Domestic Preparedness (ODP) Homeland Security grant programs, to develop strategies for addressing those gaps. The NIC will formally pilot the NIMCAST with a limited number of States in September. Upon completion of the pilot, the NIC will provide a potential future users with voluntary access to the system. Additional information the NIMCAST tool will be provided later this year.

- ? 4 Establishing a timeframe and developing a strategy for full NIMS implementation
States, territories, tribes, and local entities are encouraged to achieve full NIMS implementation during FY 2005. To the extent that full implementation is not possible during FY 2005, Federal preparedness assistance must be leveraged to complete NIMS implementation by FY 2006. By FY 2007, Federal preparedness assistance will be conditioned by full compliance with the NIMS. Again, in order for NIMS to be implemented successfully across the nation, it is critical that States provide support leadership to tribal and local entities to ensure full NIMS implementation. States work with the tribal and local governments to develop a strategy for statewide compliance with the NIMS.
- ? 5 Institutionalizing the use of the Incident Command System (ICS)
If State, territorial, tribal, and local entities are not already using ICS, you must institutionalize the use of ICS (consistent with the concepts and principles taught DHS) across the entire response system. The 9/11 Commission Report recommended national adoption of the Incident Command System (ICS) to enhance command, control, and communications capabilities. All Federal, State, territory, tribal, and local jurisdictions will be required to adopt ICS in order to be compliant with the NIMS. Additional information about adopting ICS will be provided to you by the NIC.

FY 2006 and FY 2007 Requirements:

In order to receive FY 2006 preparedness funding, the minimum FY 2005 compliance requirements described above must be met. Applicants will be required to certify as of their FY 2006 grant applications that they have met the FY 2005 NIMS requirements. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. In addition, FY 2005 Federal preparedness assistance program documents will address State and local NIMS compliance. The NIC web page, www.fema.gov/nims, will be updated regularly with information about the NIMS and guidance for implementation. The NIC may be contacted at the following:

Gil Jamieson, Acting Director
NIMS Integration Center
500 C Street, SW
Washington, DC 20472
(202) 646-3850
NIMS-Integration-Center@dhs.gov
web page: www.fema.gov/nims

Thank you for your support in implementing the NIMS. I look forward to continuing our collective efforts to better secure the homeland and protect our citizens and appreciate your hard work in this important endeavor.

Sincerely,

Tom Ridge

*Attachment
2005-01-011*

Sullivan County, Tennessee
Board of County Commissioners

Item 4
Executive/Administrative/Budget
No. 2005-01-012
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 24th day of January, 2005.

1 **RESOLUTION Authorizing the Recognition of the Kingsport Lifesaving Crew and**
2 **Kingsport Fire Department as Sullivan County's Specialized Rescue Team**

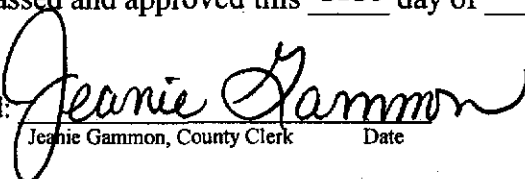
3
4 WHEREAS, Kingsport's specialized rescue team has taken extensive training in trench, high
5 angle, collapse, swiftwater, confined space and search and rescue operations; and
6

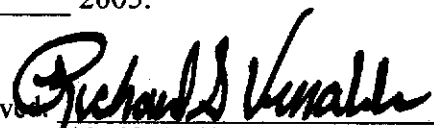
7 WHEREAS, this team has some of the best equipment and trained personnel in the State of
8 Tennessee;
9

10 **NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners
11 of Sullivan County, Tennessee, assembled in Regular Session on the 24th day of
12 January, 2005 hereby recognize the hard work and dedication of the Kingsport
13 Lifesaving Crew and Kingsport Fire Department by making them Sullivan County's
14 Specialized Rescue Team.

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

Duly passed and approved this 21st day of February 2005.

Attested: 
Jeanie Gammon, County Clerk Date

Approved: 
Richard S. Venable, County Mayor Date

Introduced By: Commissioner: E. Williams
Seconded By: Commissioner(s): M. Vance, J. Crawford

my

2005-01-012	Administrative	Budget	Executive	County Commission
ACTION	Approve 2-7-05		Approve 2-2-05	Approved 02-21-05 23 Aye, 1 Absent

Comments: 1st Reading 1-24-05;



CITY OF KINGSPORT FIRE DEPARTMENT

CRAIG DYE, CHIEF

130 Island Street
Kingsport, TN 37660
Office 423 / 229-9444
Fax 423 / 224-2528



December 9, 2004

Integrated Emergency Preparedness Council

Sullivan County Tennessee

Ladies and Gentlemen:

The Kingsport Fire Department, along with the Kingsport Lifesaving Crew, has been doing **specialized rescue** for about 15 years in Sullivan County. Our combined resources are second to none in the State other than Memphis, who has an Urban Search and Rescue Team equipped by the federal government. The KFD has a 21 member team trained and certified in all aspects of rescue. Several other members also have the training, but are not on the team. The KLSC has a group of certified rescuers also. We have a combined cache of equipment equal to what the Federal Emergency Management Agency requires of their USAR teams. No one else in this region can match these two entities in certification and equipment, including the surrounding states.

I am asking that Sullivan County name the Kingsport Fire Department and the Kingsport Lifesaving Crew as the official **Specialized Rescue Team**, (this includes trench, high angle, collapse, swift water, confined space, search and rescue, etc.), for Sullivan County. I am doing this because we know all the dangers of rescue and that if there is not a specialized team rescuers could die. In most of these rescues more rescuers die than the initial victims. This is from well meaning people having no training or they have taken a class and consider themselves an expert without years of experience.

The Fire Department provides on duty members that can respond immediately. They will be supported by a backup of off duty KFD and KLSC members with more equipment. The only stipulation I request is to have a KFD officer in the unified command and one in charge of operations of the incident. We also do not want to spend taxpayer's money on duplication of services. No one else should spend the hundreds of thousands of dollars to try and do what has already been done. I cannot stress to you how important this is. I am concerned for our citizen's safety, including well meaning first responders. Just ask the people that were at the trench rescue in Bluff City. The initial responders were lucky they were not injured or killed by the trench falling in again.

I am asking for this to keep the citizens of Sullivan County safe. You have this resource and have already used us. Please understand the seriousness of this. I am certified in all aspects of rescue myself, therefore I speak from experience. We have always been proactive and will continue to serve our citizens to the best of our abilities. Thank you for considering this offer.

Sincerely,


Craig Dye
Fire Chief

Attachment
2005-01-012
page 181

Sullivan County, Tennessee
Board of County Commissioners

Item 5
Executive
No. 2005-02-013

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Authorize Construction of an Industrial Access Road

WHEREAS, Sullivan County is vitally interested in the economic welfare of its citizens and wishes to provide the necessary leadership to enhance this area's capabilities for growth and development; and,

WHEREAS, the provision of jobs to area citizens by local industry is both necessary and vital to the economic well-being of Sullivan County; and,

WHEREAS the Industrial Highway Act of 1959 authorizes the Tennessee Department of Transportation to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee; and,


WHEREAS, Edwards & Associates has plans to expand its operations making it necessary to construct an access road to the rear of the facility; and,

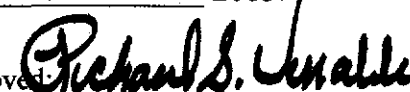
WHEREAS, the construction of an industrial access road to serve said plant is necessary and vital to the success of this project and the future economic well-being of this area.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize that an application be made to the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed industrial access highway under the provisions of the Industrial Highway Act of 1959, and pursuant to the "Rules and Regulations for the Construction of Industrial Highways" promulgated by the Commissioner of Transportation.

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

Duly passed and approved this 21st day of February 2005.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Introduced by Commissioner: Marvin Hyatt

Seconded by Commissioner(s): John McKamey

jl

2005-02-013	Administrative	Budget	Executive	County Commission
ACTION	Approve 2-7-05		Approve 2-2-05	Approved 02-21-05 23 Aye, 1 Absent

Notes:

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Executive
No. 2005-02-014

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Authorize The Expenditure Of Funds For The Grading Of A Road To Allow For The Expansion Of An Industry In The Tri-County Industrial Park

WHEREAS, Sullivan County wishes to see the expansion of industry and the creation of new jobs within the county; and,


WHEREAS, the grading of a roadway is needed to allow for the construction of an industrial access road by the Tennessee Department of Transportation. Such road to serve a new facility for Edwards & Associates, a manufacturer of helicopters and accessories.

WHEREAS, the cost of roadway grading is estimated to be \$100,000.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby appropriates up to \$100,000 for the grading of the roadway. Said County funding being appropriated from funds generated from previous land sales within the Tri-County Industrial Park.

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

Duly passed and approved this 21st day of February 2005.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Introduced by Commissioner: Marvin Hyatt
Seconded by Commissioner(s): John McKamey

jl

2005-02-014	Administrative	Budget	Executive	County Commission
ACTION	Approve 2-7-05		Approve 2-2-05	Approved 02-21-05 23 Aye, 1 Absent

Notes:

Sullivan County, Tennessee
Board of County Commissioners

Item 7
Executive
No. 2005-02-015
AMENDED

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2005.

RESOLUTION Authorizing Creation of Position of Executive Director of Tourism for Sullivan County

WHEREAS, Sullivan County has a number of historical sites located within its boundaries which are on the National Register of Historic Places such as Old Deery Inn, Netherland Inn, Rocky Mount, Yancey's Tavern, Pemberton Oak and Pemberton Mansion, Anderson Townhouse, Fain Taylor House, Cannonball House, etc.; and

WHEREAS, there are several parks located within the boundaries of Sullivan County which are available for the enjoyment of the public such as Observation Knob Park, Bays Mountain, Warriors Path, Steele's Creek Park, etc.; and

WHEREAS, Sullivan County and its municipalities host many special events each year for the enjoyment of the public such as Fun Fest, spring and fall races at Bristol Motor Speedway, Rhythm and Roots, Octoberfest and Jazz Ensemble Festival at Blountville; and

WHEREAS, all of these things are available to the public and improve the quality of life for the citizens of Sullivan County as well as those individuals who visit Sullivan County; and

WHEREAS, in excess of 1.2 million people visited the Bristol, Tennessee welcome center during the year 2003 as shown on the attached Northeast Tennessee 2003 Visitation Summary Report prepared by the Northeast Tennessee Tourism Association; and

WHEREAS, Sullivan County in 2003 generated tax expenditures in excess of \$208 Million and local tax receipts in excess of \$5.8 Million as evidenced by the attached Impact of Travel Report prepared by the Northeast Tennessee Tourism Association; and

WHEREAS, in an effort to improve the quality of life, grant monies are available to assist in educating the public about attractions and events available within a county's boundaries; and

WHEREAS, Sullivan County is in need of an individual who can be responsible for promoting and marketing all of the special attractions and events which Sullivan County has to offer in an effort to attract visitors to Sullivan County, educate the citizens of Sullivan County as to what is available to them, and to generate additional local tax receipts; and

WHEREAS, Sullivan County is in need of an individual who can coordinate operations and develop programs that would improve the quality of life in Sullivan County and secure federal and state monies for the restoration of historical sites, recreation, promote economic development and educational opportunities in Sullivan County;

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~~NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21st day of February, 2005 hereby create a position to be known as the "Executive Director of Tourism" beginning with the fiscal year 2005-2006. The County Mayor and the Executive Board of the Sullivan County Historical Preservation Association shall be responsible for appointing this position; however, the individual appointed to serve as the Executive Director of Tourism shall report directly to the County Mayor who shall serve as supervisor of this position. The job description, including purpose, salary, job qualifications and duties and responsibilities of this position are set forth on the attachment hereto.~~

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

Duly passed and approved this _____ day of _____ 2005.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, County Mayor

Introduced By: Commissioner: Houser

Seconded By: Commissioner(s): Blackburn; Brotherton; Brittenham; Hall

2005-02-015	Administrative	Budget	Executive	County Commission
ACTION	Approve 2-7-05		Approve 2-2-05	

Comments: *Amendment #1 by Sponsor 2-14-05*
1st Reading 02-21-05;

EXECUTIVE DIRECTOR OF TOURISM FOR SULLIVAN COUNTY**Purpose of Position**

The purpose of this position shall be to manage, plan, direct and oversee tourism activities and operations in Sullivan County including marketing, sales, and services in order to attract visitors to Sullivan County. The Executive Director of Tourism shall coordinate operations and develop programs which will improve the quality of life in Sullivan County and secure federal and state monies for restoration of historical sites, recreation, interests, and to promote economic development and educational opportunities. This position will require related administrative activities including budget preparations, attendance at various meetings, and working recommendations to the Sullivan County Commission and County Mayor.

Essential Duties and Responsibilities

- Promote Sullivan County through East Tennessee tourism.
- Develop and implement a short and long range marketing plan and budget for sales activity.
- Plan and organize special events designed to attract visitors to Sullivan County while creating new opportunities for the community to participate.
- Implement sales plans and strategies to various groups, organizations, and individuals for the purpose of attracting visitors and potential customers for special events, recreational opportunities, historical sites, accommodations, etc.
- Secure federal and state monies for restoration of historical sites, economic development by improving the quality of life (i.e., sidewalks, greenbelts, etc.), recreation interests, tourism promotion, and educational opportunities.
- ~~➤ Act as Sullivan County's representative and liaison with other municipalities pertaining to promoting tourism in East Tennessee, special events such as trade shows, art and craft exhibits, parades and musical festivities.~~
- Work with other units of local government in pursuing regional economic development goals and objectives.
- Work as liaison with Sullivan County Historical Preservation Association and other historical associations to oversee visitor's center, coordinate historical tours, and develop tourism opportunities for area attractions and events.
- Maintain communication with local, regional and state tourism officials and participate in area tourism organizations.
- Work with Tennessee Department of Tourist Development.
- Work with legislators on issues involving the tourism industry.
- Manage and train volunteers for daily operations of Visitor Information Center.
- Manage and participate in the development of the budget; direct and monitor approval of expenditures.
- Coordination with Historical Zoning Board.
- Maintain working rapport with local business owners (i.e. merchants, hotel management, restaurants, etc.) to encourage cooperation and participation in promoting tourism.
- Visit with civic, professional, fraternal and other community and business organizations to encourage cooperation and participation in promoting tourism.
- Represent Sullivan County at local industry functions, area activities, grand openings, banquets, special events and festivals.
- Perform such other duties as determined by the County Mayor and/or Executive Board of the Sullivan County Historical Preservation Association.

Necessary Knowledge, Skills and Ability

- Knowledge of business and economic development, tourism, promotion of historical sites, special events, attractions, etc.
- Knowledge of principles, practices and methods of advertising, public relations and sales.
- Considerable knowledge of Sullivan County's tourist and recreational activities.
- Ability to originate, plan, organize and implement promotional efforts that enhance Sullivan County's tourist appeal.
- Ability to design and publish attractive promotional literature.
- Excellent time management and organizational skills.
- Ability to communicate effectively verbally and in writing.
- Ability to make effective presentations to the public, officials, departments and staff.
- Professional image with the ability to exercise initiative, judgment and tact in representing the community.
- People oriented, enjoys relating and conversing with others.
- Ability to travel and availability to work evenings and/or weekends as may be required.
- Ability to operate a personal computer and utilize various software.
- Ability to provide training and professional leadership to volunteer staff.
- Ability to prepare, administer and monitor a budget and to allocate monies in a cost-effective manner.
- Ability to establish and maintain effective working relationship with Sullivan County Commission, department heads, city officials, community groups, the general public and media representatives.

Physical Demands and Working Conditions

Physical requirements include visual acuity, effective speech and hearing, hand and eye coordination, and manual dexterity to operate computer keyboard and basic office equipment. Work will be performed mostly in office setting; however, some travel will be required to fulfill the responsibilities of this position.

Education and Experience

Bachelor's degree from accredited college in Public Relations, Business, or related field; however, strong consideration will be given to individuals who possess equivalent skills and knowledge acquired through employment or other educational experiences in the areas of tourism, public relations and grant writing.

Estimated Budget

Salary Range: \$28,000 - \$35,000

Salary shall be commensurate based upon education and/or experience.

Fringe Benefits/Social Security: Approx. \$12,000

Travel: \$2,500

AMENDMENT # 1

To Resolution 2005-02-015

Submitted: February 2005

Amend as Follows:

Add the following language within the body of the resolution:

WHEREAS, the surrounding counties of Hawkins, Carter, Greene, Unicoi, Johnson, and Hancock and the Cities of Rogersville, Bristol, Abingdon, Elizabethton, Jonesborough, Kingsport, and Johnson City have utilized the office of the Tourism Director to generate revenues and promote economic development.

Replace the "NOW THEREFORE BE IT RESOLVED" paragraph in it's entirety with the following language.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21st day of February 2005 hereby create a position to be known as the "Executive Director of Tourism" beginning with the fiscal year 2005-2006. The County Mayor, one member of the Executive Board of the Sullivan County Historical Preservation Association, and the Historical Advisory Committee (consisting of four County Commissioners) shall be responsible for interviewing and selecting a person for this position; however, the individual selected to serve as the Executive Director of Tourism shall report directly to the County Mayor who shall serve as supervisor of this position. The job description, including purpose, salary, job qualifications and duties and responsibilities of this position are set forth on the attachment hereto.

Amend ATTACHMENT to include:

Amend the following language under Essential Duties and Responsibilities (Lines 23-25):

Act as Sullivan County's representative and liaison with other municipalities, including the Sullivan County Economic Development Partnership, pertaining to promoting tourism in East Tennessee, special events such as trade shows, art and craft exhibits, parades and musical festivities.

Include the following under Estimated Budget:

Operating Expenses: \$2500.00

Filed by Dennis Houser, Sponsor 2-14-05

Commission Action:

Tourism Agencies

Name	Business	Title	Address	City	State/Zip	Business Phone	Fax	E-Mail	Website
Full-Time Tourism Directors						(423)	(423)		
Claudia S. Moody, CTPP	Northeast Tennessee Tourism Association (NETTA)	CEO	P.O. Box 415	Jonesborough	TN 37659	913-5550 913-5553	913-5555	tourism@netta.com	www.netta.com
Nancy Barker, CTPP	Rogersville/Hawkins County Chamber	Executive Director	107 East Main Street, Suite 100	Rogersville	TN 37857	272-2186	272-2186	nbarker@chartertn.net hawkinschamber@chartertn.net	www.welcome.to/hawkinscounty
Matt Bolas, CTPP	Bristol Convention & Visitors Bureau	Executive Director	P.O. Box 519	Bristol	VA 24203	989-4850 989-4855	989-4867	mbolas@bristolchamber.org	www.bristolchamber.org
Steve Galyean, CTIS	Abingdon Convention & Visitors Bureau	Tourism Director	335 Cummings Street	Abingdon	VA 24210	276-676-2282	276-676-3076	sfg@abingdon.com	www.abingdon.com/tourism
Larry Gobble	Elizabethton/Carter County Tourism Council	Tourism Director	P.O. Box 190	Elizabethton	TN 37644	547-3852	547-3854	eccotour@earthlink.net	www.tourelizabethton.com
Tammy Kinser, CTPP	Greene County Partnership Tourism Department	Tourism Director	115 Academy Street	Greeneville	TN 37743	638-4111	638-5345	kinser@xtn.net	www.greenecountypartnership.com
Marsha Miller	Historic Jonesborough Tourism Cooperative	Tourism Director	116 1/2 West Main Street	Jonesborough	TN 37659	913-1612	913-8219	seejonesborough@earthlink.net	www.historicjonesborough.com
Chris Peterson	Unicoi County Chamber	Tourism Director	P.O. Box 713	Erwin	TN 37650	743-3000	743-0942	chris@unicoicounty.org	www.unicoicounty.org
Jenny Seguin, CTPP	Kingsport Convention & Visitors Bureau	Executive Director	P.O. Box 1403	Kingsport	TN 37662	392-8820 392-8818	392-8803	jseguin@kcvb.org	www.kcvb.org
Brenda Whitson	Johnson City Convention & Visitors Bureau	Executive Director	P.O. Box 180	Johnson City	TN 37605	461-8002 461-8010	461-8047	whitson@johnsoncitytnchamber.com	www.johnsoncitytnchamber.com
Part-Time Tourism Directors									
Tom Payne	Johnson County Tourism	Tourism Director	P.O. Box 417	Mountain City	TN 37683	727-9222		tom@tompaynephotography.com	
Scott Collins	Hancock County Chamber of Commerce	Volunteer Based	P.O. Box 163	Sneedville	TN 37869	733-4524	733-2762	scollins22001@yahoo.com	www.korinet.org/overhome

Sullivan County, Tennessee
Board of County Commissioners

Item 8
Budget
No. 2005-02-016

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2005.

RESOLUTION Establishing Annual Salary of County Attorney

WHEREAS, by Resolution No. 4 passed November 17, 1997, the initial salary for the full-time County Attorney of Sullivan County was set at \$83,600 with future raises to be considered annually by the County Commission; and

WHEREAS, since November 17, 1997, the salary of the Sullivan County Attorney has not been reviewed annually. As a result, the salary has increased only 4.6% (\$3,889) over that time period with 1.2% of that 4.6% increase occurring this current fiscal year (7/1/04) and no raises occurring for past years 2001, 2002 and 2003; and

WHEREAS, since November 17, 1997, the annual salaries of other local county and state officials have increased 17.1% - 19.4%;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21st day of February, 2005 hereby set the annual salary of the Sullivan County Attorney at \$102,600, the current salary of the Sullivan County District Attorney and the Sullivan County Public Defender, to be effective January 1, 2005 with the annual salary hereafter increased in the same manner and amount and at the same time as the Sullivan County District Attorney General and Public Defender. The 2004-2005 budget of the Office of the County Attorney is hereby amended accordingly with revenue to be appropriated from Account No.

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

Duly passed and approved this _____ day of _____ 2005.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, County Mayor

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

2005-02-016	Administrative	Budget	Executive	County Commission
ACTION	Motion to Approve Failed 2-7-05		Approve 2-2-05	

Comments: 1st Reading 02-21-05;

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

Item 9
Budget
No. 2005-02-017

To the Honorable Richard S. Venable, Mayor of Sullivan County and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Accept and Appropriate Grant for Solid Waste Department

WHEREAS, the Sullivan County Solid Waste Department has worked with the First Tennessee Development District and received a grant in the amount of \$157,090.00 provided through the State of Tennessee, Department of Environment and Conservation; and,

WHEREAS, this grant will help cover costs to purchase equipment to enhance services provided to the citizens of Sullivan County; and,

WHEREAS, the matching funds for this grant are established in the 2004-05 budget.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize accept funds and appropriate funds in the amount of \$157,090.00 provided through the State of Tennessee, Department of Environment and Conservation.

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 as follows:

Increase Revenue	
46170	\$157,090.00
Increase Appropriation	
116.55733.700	\$157,090.00

WAIVER OF THE RULES REQUESTED

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

Duly passed this 21st day of February 2005.

Attested: Jeanie F. Gammon Approved: Richard S. Venable
Jeanie F. Gammon, County Clerk Richard S. Venable, County Mayor

Introduced by Commissioner: Williams

Seconded by Commissioner(s): Harr

at

2005-02-017	Administrative	Budget	Executive	County Commission
ACTION				Approved 02-21-05

Comments:

23 Aye, 1 Absent

Sullivan County, Tennessee
Board of County Commissioners

Item 10
Executive
No. 2005-02-018
ATTACHMENT

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Authorize Traffic Sign Changes in the 8th Civil District

WHEREAS, Commissioner Houser requested the Sullivan County Highway Department to make traffic sign changes on Ethel Beard Road in the 8th Civil District (4th Commission District); and,

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

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

8th Civil District (4th Commission District)

To place 35 MPH Speed Limit signs on Ethel Beard Road.

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

Duly passed and approved this _____ day of _____ 2005.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Richard S. Venable, County Mayor

Introduced by Commissioner: Houser

Seconded by Commissioner(s): Blackburn, Brittenham

at				
2005-02-018	Administrative	Budget	Executive	County Commission
ACTION				

Notes: 1st Reading 02-21-05;

RESOLUTION REQUEST REVIEW

DATE: February 15, 2004

TO: Sullivan County Commission

REQUEST MADE BY: Dennis Houser

SUBJECT: To place a 35 MPH SPEED LIMIT on Ethel Beard Road.

- 8 CIVIL DISTRICT
- 4 COMMISSIONER DISTRICT Dennis Houser
- X APPROVED BY HIGHWAY DEPARTMENT
- DENIED BY HIGHWAY DEPARTMENT

COMMENT:

Roger Cooper 2/16/05

TRAFFIC COORDINATOR

John R. Zedler Jr 2-15-05

HIGHWAY COMMISSIONER

ATTACHMENT
2005-02-018

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING INDUSTRIAL (BUSINESS) PARK CAPITAL OUTLAY NOTES (TAXABLE) OF SULLIVAN COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON AND AUTHORIZING A INTERGOVERNMENTAL FINANCING AGREEMENT BETWEEN THE COUNTY, THE CITY OF KINGSPORT, TENNESSEE, THE CITY OF BRISTOL, TENNESSEE, AND THE CITY OF BLUFF CITY, TENNESSEE.

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes for a period of not to exceed twelve (12) years from date of issue for all county purposes for which general obligation bonds can be legally authorized and issued; and

WHEREAS, the Board of County Commissioners of Sullivan County, Tennessee (the "County") has determined that it is necessary to issue not to exceed \$2,500,000 in aggregate principal amount of capital outlay notes to provide funds for a joint project with the City of Kingsport, Tennessee, the City of Bristol, Tennessee, and the City of Bluff City, Tennessee (the "Cities"), authorized by an Intergovernmental Financing Agreement (the "Intergovernmental Agreement") between the County and Cities, for the purpose of financing the (i) acquisition of land for and development of an Industrial (Business) park and related infrastructure and all property real and personal appurtenant thereto, (ii) engineering, legal, fiscal and administrative costs incident to the foregoing (the "Industrial (Business) Park"); and (ii) costs incident to the issuance and sale of the notes authorized herein, as more fully set forth in Section 9 hereof; and

WHEREAS, it appears to the Board of County Commissioners of the County that it will be advantageous to the County to issue not to exceed \$2,500,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the (i) issuance, sale and payment of the notes and disposition of proceeds there from, (ii) providing for the levy of a tax for the payment of principal thereof and interest thereon; and (iii) authorizing the County to enter into the Intergovernmental Financing Agreement, as mentioned above.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, as follows:

Section 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical note certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of notes being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the

Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those notes;

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(c) "County" shall mean Sullivan County, Tennessee;

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(g) "Governing Body" shall mean the Board of County Commissioners of the County;

(i) "Intergovernmental Financing Agreement" means that certain Intergovernmental Financing Agreement by and among the County, the City of Kingsport, Tennessee, the City of Bristol, Tennessee and the City of Bluff City, Tennessee as it relates to the Project, substantially in the form attached hereto as Exhibit A;

(j) "Notes" shall mean the not to exceed \$2,500,000 Industrial (Business) Park Capital Outlay Notes (Taxable), Series 2005 of the County, to be dated April 1, 2005, or having such other designation or such other dated date as shall be determined by the County Mayor, authorized to be issued by this resolution;

(k) "Project" shall mean the (i) acquisition of land for and development of an Industrial (Business) park and related infrastructure and all property real and personal appurtenant thereto, and (ii) engineering, legal, fiscal and administrative costs incident to the foregoing; and

(l) "Registration Agent" shall mean the registration and paying agent appointed by the County Mayor pursuant to Section 3 hereof or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Authorization and Terms of the Notes. (a) For the purpose of financing the Project, subject to the adjustments permitted pursuant to Section 8 hereof, including the costs incident to the issuance and sale of the Notes as more fully set forth in Section 7 hereof, there are hereby authorized to be issued interest bearing capital outlay notes of the County, in book-entry form, in an aggregate principal amount of not to exceed \$2,500,000. Subject to the adjustments permitted in Section 7 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "Industrial (Business) Park Capital Outlay Notes (Taxable), Series 2005" and shall be dated April 1, 2005, or having such other designation or such other dated date as shall be determined by the County Mayor; and shall bear interest at a rate or rates not to exceed seven percent (7.00%) per annum, payable, subject to the adjustments permitted pursuant to Section 7 hereof, semi-annually on April 1 and October 1 until the Notes mature or are redeemed, commencing October 1, 2005. The Notes shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 7 hereof, the Notes shall mature

serially or be subject to mandatory redemption and be payable on April 1 of each year as follows (but in no event shall the Notes mature greater than twelve years from the dated date of the Notes):

YEAR	AMOUNT
2005	\$ 0
2006	200,000
2007	210,000
2008	220,000
2009	235,000
2010	250,000
2011	250,000
2012	260,000
2013	275,000
2014	290,000
2015	<u>310,000</u>
	2,500,000

(b) Subject to the adjustments permitted by Section 8 hereof, the Notes are subject to redemption, in whole or in part, on a date which is the first-year anniversary date following the issuance of the Notes, or any emission thereof, or at any time thereafter, at a redemption price of par if originally sold at a discount or at a redemption premium of 1% of par if originally sold at par, plus accrued interest to the redemption date. If the redemption provisions are modified pursuant to Section 7 hereof and if less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected as follows:

(i) if the Notes are being held under a Book-Entry System by DTC, or a successor Depository, the Notes to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent

and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The County hereby authorizes and directs the County Mayor to appoint the Registration Agent and hereby authorizes and directs the Registration Agent so appointed, to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the

"Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Notes are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Notes, payment of interest on such Notes shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates.

No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Notes. References in this Section to a Note or the Notes shall be construed to mean the Note or the Notes that are held under the Book-Entry System. One Note for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Notes in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Notes. Beneficial ownership interests in the Notes may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Notes representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Notes. Transfers of ownership interests in the Notes shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE NOTES, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE NOTES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Notes, so long as DTC is the only owner of the Notes, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Notes from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Notes or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Notes would adversely affect their interests or the interests of the Beneficial Owners of the Notes, the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Notes to the original purchaser in the form of fully registered Notes, as the

case may be, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Notes in the form of fully registered Notes to each Beneficial Owner. If the Notes, or any emission thereof, are sold at an informal bid process, as permitted under Section 8 hereof, and in the event the purchaser thereof certifies it intends to hold the Notes, or any emission thereof, for its own account and has no present intent to reoffer the Notes to the public, then the County may issue the Notes, or any emission thereof, as fully registered Notes without utilizing the DTC Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE NOTES; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE NOTES; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Notes for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Notes, utilization of electronic book entry data received from DTC in place of actual delivery of Notes and provision of notices with respect to Notes registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Notes, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Notes to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

(m) In case any Note shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

No Notes shall be issued until receipt of a Certificate of Public Purpose and Necessity by the Building Finance Committee providing for the purchase of the land for development and sale as an Industrial (Business) park.

Section 4. Source of Payment. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. The Notes shall be additionally payable from payments made to the County under the Intergovernmental Financing Agreement. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the County are hereby irrevocably pledged.

Section 5. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

(Form of Note)

REGISTERED
Number _____

REGISTERED

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SULLIVAN
INDUSTRIAL (BUSINESS) PARK CAPITAL OUTLAY NOTE (TAXABLE), SERIES 2005

Interest Rate:

Maturity Date:

Date of Note:
[April 1, 2005]

CUSIP No.:

Registered Owner:

Principal Amount: CEDE & CO.

DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That Sullivan County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on [October 1, 2005], and semi-annually thereafter on April 1 and October 1. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at _____, _____ as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of

principal hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Note shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes of the series of which this Note is one. One Note for each maturity of the Notes shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Notes in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Notes, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Notes for all purposes under the Resolution, including receipt of all principal of [, premium, if any,] and interest on the Notes, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Notes, so long as DTC is the only owner of the Notes, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Notes or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Notes would adversely affect its interests or the interests of the Beneficial Owners of the Notes, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Notes in the form of fully registered Notes to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Notes; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Notes; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Notes; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Notes of the issue of which this Note is one are subject to redemption, in whole or in part, on _____, 20__ or any time thereafter, at the redemption price of par, plus accrued interest to the redemption date.]

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Notes are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Notes to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes within the maturity to be redeemed shall be selected by the Registration

Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Notice of call for redemption, [whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefore. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Note is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds for a joint project under an Intergovernmental Financing Agreement (the "Intergovernmental Financing Agreement"), by and among the County, the City of Kingsport, Tennessee, the City of Bristol, Tennessee, and the City of Bluff City, Tennessee for the (i) acquisition of land for and development of an Industrial (Business) park and related infrastructure and all property real and personal appurtenant thereto (the "Industrial (Business) Park"); (ii) engineering, legal, fiscal and administrative costs incident to the foregoing; and (iii) payment of costs incident to the issuance and sale of the notes of the issue of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a

resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the twenty-first day of February, 2005.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. This Note shall be additionally payable from payments made under the Intergovernmental Financing Agreement. For the prompt payment of principal of and interest on this Note, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

IN WITNESS WHEREOF, Sullivan County, Tennessee, has caused this Note to be signed by its County Mayor with his manual [facsimile] signature and attested by its County Clerk with her manual [facsimile] signature under an impression [facsimile] of the corporate seal of the County, all as of the day and date hereinabove set forth.

SULLIVAN COUNTY
BY: Richard L. Linnell
County Mayor

(SEAL)

ATTESTED:
Jeanie Hammon
County Clerk

Transferable and payable at the principal [corporate trust] office of: _____

Date of Registration: _____

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____), the within Note of Sullivan County, Tennessee and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a medallion program acceptable to the Registration Agent.

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefore shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any payments made to the County under the Intergovernmental Financing Agreement, or any direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Notes.

Section 7. Project Covenants. The County covenants with the owners of the Notes as follows:

(a) No Notes shall be issued until receipt of a Certificate of Public Purpose and Necessity by the Building Finance Committee providing for the purchase of the land for development and sale as an Industrial (Business) park.

(b) The Project will not be developed or disposed of in a manner which will violate the laws, statutes or Constitution of the State of Tennessee.

(c) The net proceeds of any sale of all or any portion of the Project shall be deposited in a special fund to be used to pay principal of or interest on the Notes or used to reimburse the debt service fund of the County.

(d) The County will comply with all requirements and conditions of the Certificate of Public Purpose and Necessity in the acquisition of land for and the development of the Project and the sale of the land therein.

(e) The total bonded indebtedness of the County outstanding, including the Notes hereby authorized, solely for the purposes authorized by Sections 13-16-201 to 13-16-207, inclusive, and 7-55-101 to 7-55-11, inclusive, Tennessee Code Annotated, as amended, shall not exceed ten percent (10%) of the total assessed valuation of the property in the County as ascertained by the last completed assessment.

Section 8. Sale of Notes. (a) The Notes shall be offered for public sale at a competitive bid process or, if sold from time to time in emissions of less than \$2,000,000, at an informal bid process, as required by law, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with Stephens Inc., Nashville, Tennessee, the County's financial advisor.

(b) If the Notes are sold in more than one emission, the County Mayor is authorized to designate the series of each emission, to cause to be sold in each emission an aggregate principal amount of Notes less than that shown in Section 3 hereof for each emission, and to make corresponding adjustments to the maturity schedule of each emission designated in Section 3 hereof, so long as the total aggregate principal amount of all emissions issued does not exceed the total aggregate of Notes authorized to be issued herein.

(c) The County Mayor is authorized (i) to change the dated date of the Notes to a date other than April 1, 2005; (ii) to change the designation of the Notes to a designation other than "Industrial (Business) Park Capital Outlay Notes (TAXABLE), Series 2005"; (iii) to change the first interest payment date on the Notes to a date other than October 1, 2005 but not later than twelve (12) months from the dated date of the Notes; (iv) to adjust the principal and interest payment dates and maturity amounts of the Notes, provided that (A) the total principal amount of all emissions of the Notes does not exceed the total amount of Notes authorized herein, (B) the first maturity date of the Notes or any emission thereof is a date not earlier than one year from the dated date of the Notes, or any emission thereof, and (C) the final maturity date of each emission shall not exceed twelve (12) years from the dated date of its emission; (v) to change the County's optional redemption provisions of the Notes, including providing that the Notes shall be noncallable; (vi) to sell less than the authorized principal amount of Notes authorized herein; (vii) to sell the Notes, or any emission thereof, or any maturities thereof as Term Notes with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and (viii) to cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into an agreement with such insurance company with respect to the Notes to the extent not inconsistent with this Resolution.

(d) The County Mayor is authorized to sell the Notes, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Notes, or any emission thereof, as a single issue of notes with any other general obligation capital outlay notes with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County; provided, however, that the total aggregate principal amount of combined notes to be sold does not exceed the total aggregate principal amount of Notes authorized by this resolution or notes authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Notes, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Notes exceeds seven percent (7.00%) per annum. The award of the Notes by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(f) The County Mayor and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes. The County Mayor and County Clerk are hereby authorized to enter into a contract with Stephens Inc., for financial advisory services in connection with the sale of the Notes.

(g) The Notes, nor any emission thereof, shall not be issued until after the approval of the State Director of Local Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated.

Section 9. Disposition of Note Proceeds.

(a) All accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.

(b) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Partnership's Airport Business Park Fund (the "Acquisition Fund") to be kept separate and apart from all other funds of the County. The monies in the Acquisition Fund shall be solely used by the County to pay other costs of the Project. Moneys in the Acquisition Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County Trustee in the Acquisition Fund to pay the costs authorized herein or be transferred to the County's debt service fund to pay principal and interest on the Notes, as directed by the County Mayor, subject to any modifications by the Governing Body. Funds remaining in the Acquisition Fund after the completion of the Project shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

Section 10. Intergovernmental Financing Agreement. The Governing Body hereby authorizes the County Mayor and the County Clerk, or either of them, to enter into an Intergovernmental Financing Agreement, in substantially the form attached hereto, by and among the County, the City of Kingsport, Tennessee, the City of Bristol, Tennessee and the City of Bluff City, Tennessee.

Section 11. Official Statement. The County Mayor and the County Clerk, or either of them, working with Stephens Inc., the County's financial advisor, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement or other offering document describing the Notes. After bids have been received and the Notes have been awarded, the County Mayor and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement or other offering document not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement or offering document for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the County Clerk, or either of them, shall arrange for the delivery to the successful bidder on the Notes of a reasonable number of copies of the Official Statement or offering document within seven business days

after the Notes have been awarded for delivery, by the successful bidder on the Notes, to each potential investor requesting a copy of the Official Statement or other offering document and to each person to whom such bidder and members of his bidding group initially sell the Notes. No Official Statement shall be required if the Notes are sold to a purchaser that certifies that it does not intend to reoffer the Notes, or any emission thereof, to the public.

The County Mayor and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement or other offering document and the Official Statement or other offering document in final form, each to be final as of its date within the meaning of Rule 15c2-2(b)(1), except for the omission in the Preliminary Official Statement or other offering document of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-2(b)(1). The distribution of the Preliminary Official Statement or other offering document and the Official Statement or other offering document in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement or other offering document of such pricing and other information.

Section 12. Tax Covenants. Interest on the Notes will be included in gross income of the holders thereof for purposes of federal income taxation unless the County obtains an opinion of nationally recognized bond counsel that the interest on the Notes will be excluded from gross income of the holders thereof for purposes of federal income taxation and; if so, the following covenant applies:

The County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefore a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the County covenants that it shall take no action which may render the interest on any of said Notes subject to inclusion in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 13. Discharge and Satisfaction of Notes. If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"; which Trustee may be the Registration Agent), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;

(c) By delivering such Notes to the Registration Agent, for cancellation by it; and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Notes, or make adequate provision therefore, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owners of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Notes; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Notes and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. The County Mayor is authorized to execute at the Closing of the sale of the Notes, an agreement for the benefit of and enforceable by the owners of the Notes specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Notes to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Notes as "qualified tax-exempt obligations", to the extent the Notes, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 16. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than twelve (12) years.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted this 21st day of February, 2005.

By Richard S. Venalke
COUNTY MAYOR

ATTEST:

Jeanie Gammon
COUNTY CLERK

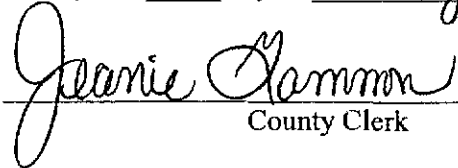
STATE OF TENNESSEE)

)

COUNTY OF SULLIVAN)

I, Jeanie F. Gammon, certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on February 21, 2005; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an approximate aggregate principal amount of \$2,500,000 Industrial (Business) Park Capital Outlay Notes (TAXABLE), Series 2005 of said County.

WITNESS my official signature and seal of said County this 21st day of February, 2005.



County Clerk

(SEAL)

The Board of County Commissioners of Sullivan County, Tennessee, met in a regular session at the County Courthouse, Blountville, Tennessee, at 9:00 o'clock, a.m., on February 21, 2005, with the Honorable Richard Venable, presiding, and the following members present:

Garth Blackburn, Linda Brittenham, James Brotherton, Ray Conkin, John Crawford, O. W. Ferguson, Clyde Groseclose, Jr., Larry Hall, Ralph P. Harr, Dennis Houser, Marvin Hyatt, Samuel Jones, Elliott Kilgore, Buddy King, James L. King, Jr., R. Wayne McConnell, John McKamey, Randy Morrell, Howard Patrick, Jack Sitgreaves, Michael Surgenor, Mark Vance, Eddie Williams.

There were absent:

Joe Herron.

There was also present Jeanie F. Gammon, County Clerk.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by Ralph Harr, seconded by Eddie Williams and after due deliberation, were adopted by the following vote:

AYE: Blackburn, Brittenham, Brotherton, Conkin, Crawford, Ferguson, Groseclose, Hall, Harr, Houser, Jones, Kilgore, Buddy King, McConnell, Morrell, Patrick, Sitgreaves, Vance, Williams.

NAY: Hyatt, McKamey.

PASS: James L. King, Jr., Surgenor.

Introduced by: Commissioner Ralph Harr
Seconded by : Commissioner Eddie Williams

EXHIBIT A

[Form of Intergovernmental Financing Agreement]

Sullivan County, Tennessee
Board of County Commissioners

Item 12
Budget
No. 2005-02-020

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Authorize Application for *Certificate of Public Purpose and Necessity*

WHEREAS, in compliance with the laws of the State of Tennessee, the Sullivan County Economic Development Partnership has requested the County Mayor to request an *Certificate of Public Purpose and Necessity*; and,

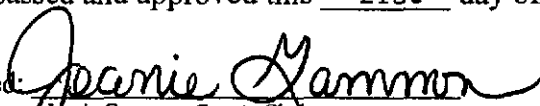
WHEREAS, said Certificate is to be used in conjunction with the issue of capital outlay notes for the purpose of developing an industrial park and related infrastructure.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the County Mayor to make application for a *Certificate of Public Purpose and Necessity* to the Building Finance Committee of the State of Tennessee on behalf of the Sullivan County Economic Development Partnership.

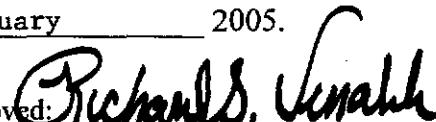
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 21st day of February 2005.

Attested:


Jeanie Gammon, County Clerk

Approved:


Richard S. Venable, County Mayor

Introduced by Commissioner: Williams

Seconded by Commissioner(s): Harr

at

2005-02-020	Administrative	Budget	Executive	County Commission
ACTION				Approved 02-21-05

19 Aye, 2 Nay, 2 Pass,
1 Absent

Notes:

PROPOSED AMENDMENT TO

RES. # 11 & 12 - MOTION TO DEFER

Amend as Follows:

MOTION was made to defer Resolutions 11 and 12 and ask that the
deadline for option to purchase property be extended to March 31, 2005.

Introduced by: James L. King, Jr.
Seconded by: Surgenor

COMMENTS: Motion failed by roll call vote.

Sullivan County, Tennessee
Board of County Commissioners

Item 13
Budget
No. 2005-02-021

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2005.

RESOLUTION To Appropriate Funds for Demolition and Removal of Building at Former Sunrise School Property

WHEREAS, Sullivan County and the Sullivan County Board of Education entered into a Lease Agreement with Hickory Tree Rescue Squad for the operation of a rescue squad on the former Sunrise School Property in 1988; and

WHEREAS, the said Lease with Hickory Tree Rescue Squad has been terminated and Hickory Tree Rescue Squad has vacated the premises; and

WHEREAS, Resolution 2004-09-107 approved October 18, 2004, initially provided for the sum of \$27,400 for demolition and removal of the building; however, this amount was found to be inadequate;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby appropriates the total sum of \$48,000 from the Fund Balance (Account No. 39000) to fund the demolition and removal of the former school building in its entirety. Account codes to be assigned by the Director of Accounts and Budgets.

BE IT FURTHER RESOLVED that the County Mayor and County Purchasing Agent is hereby authorized to take such action as is necessary to demolish and remove the former school building.

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

Duly passed and approved this 21st day of February 2005.

Attested: Jeanie Gammon
Jeanie Gammon, County Clerk Date

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

Introduced By: Commissioner: Wayne McConnell
Seconded By: Commissioner(s): James "Buddy" King

2005-02-021	Administrative	Budget	Executive	County Commission
ACTION				Approved 02-21-05 23 Aye, 1 Absent

Comments: Waiver of rules requested.

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR
SESSION MARCH 21, 2005.

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

RICHARD VENABLE

COMMISSION CHAIRMAN



MEMBERS BEFORE THE COMM.

Resolutions

No. No. No. No.

Resolutions

1 2 3 4

MEMBERS OF COMMISSIONERS

Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay

Blackburn	✓										✓	✓		✓					
Brittenham	✓										✓	✓		✓					
Brotherton	✓										✓	✓		✓					
Conkin	✓										✓	✓		✓					
Crawford	✓										✓	✓		✓					
Ferguson	✓										✓	✓		✓					
Groves	A										✓	✓		✓					
Hall	✓										✓	✓		✓					
Hamm	✓										✓	✓		✓					
Herron	A										A	A		A				A	
Houser	✓											✓	✓	✓					
Nyatt	✓											✓	✓	✓					
Jones	✓											✓	✓	✓					
Kelgore	✓											✓	✓	✓					
Buddy King	✓											✓	✓	✓					
James L King	✓											✓	✓	✓					
McConnell	✓											✓	✓	✓					
McKamey	✓											✓	✓	✓					
Monnell	✓											✓	✓	✓					
Patrice	✓											✓	✓	✓					
Sitgraves	✓											✓	✓	✓					
Surgener	✓											✓	✓	✓					
Vance	✓											✓	✓	✓					
Williams	✓											✓	✓	✓					

22 Aye
2 absent

16 Aye 23 Aye 23 Aye
7 Nay 1 abs 1 abs
1 abs

