

COUNTY COMMISSION-REGULAR SESSION

FEBRUARY 21, 2017

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS TUESDAY MORNING, FEBRUARY 21, 2017, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN, JEANIE GAMMON, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Chairman Richard Venable. Captain Mark Ducker opened the commission and Comm. Dennis Houser gave the invocation. The pledge to the flag was led by Captain Mark Ducker.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

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

23 PRESENT 1 ABSENT (ABSENT-SHERRY GRUBB)

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. Bowery and seconded by Comm. Harr to approve the minutes of the January 17, 2017 Regular Session. Said motion was approved by roll call vote.

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

2 Roll Call by Jeanie Gammon, County Clerk
Attendance
Roll Call

Long description

Chairman Venable, Richard

Total Vote Result

Voting start time 9:06:54 AM
Voting stop time 9:07:07 AM
Voting Configuration Roll Call - Attendances
Voting mode Open
Vote Result

Present	22 23
Total Present	22 23
Total Seats	24

Group Voting Result

Group	Yes	Absent
No group	23 22	1 0 2
Total Results		23 22 1 0 2

Individual Voting Result

Name	Yes	Absent
Bowery, Mark ()	X	
Calton, Darlene ()	X	
Cole, Michael ()	X	
Crawford, Larry ()	X	
Gardner, John ()	X	
Grubb, Sherry ()		
Hare, Andy ()	X	
Harkleroad, Terry ()	X	
Harr, Mack ()	X	
Herron, Joe ()	X	
Hood, Baxter ()	X	
Houser, Dennis ()	X	
Johnson, Matthew ()	X	
Kilgore, Bill ()	X	
McGlothlin, Kit ()	X	
Morrell, Randy ()	X	
Neal, Bob ()	X	
Russell, Bobby ()	X	
Russell, Cheryl ()	X	
Shull, Patrick ()	X	
Stanley, Angie ()	X	
Vance, Mark ()	X	
White, Robert ()	X	
Williams, Eddie ()	X	

Certificate of Accomplishment

presented to

Mary Hughes Lions
Boys Basketball Team
2016-2017 Season

for outstanding performance and achievement

Blountville Invitational Champions
Big 3A Champions
Area 1 A Champions
Class A State Sectional Champions (back to back)
Record 26-2
TMSAA Class A State Champions

6th Grade: Corbin Dickenson, Isaiah Jimenez, Eli Johnson, & Jack White-Manager
7th Grade: Dylan Bartley, Hunter Brown, Ashton Davidson, Luke Hare, Braden Standbridge, Caleb Worley
8th Grade: Ethan Bradford, Luke Hale, Clayton Ivestor, Johnathan Walden
Head Coach: Mark Mason; Assistant Coach: John Johnson; Statistician: Mike Smith

COUNTY of SULLIVAN
TENNESSEE



Presented this 21st day of February 2017.

Richard S. Venable
Richard S. Venable
Sullivan County Mayor

Sullivan County

Office of the County Mayor



Date: February 21st, 2017

Fiscal Strength and Efficient Government Fiscal Confirmation Letter ThreeStar Program requirements

Richard S. Venable
County Mayor

This document confirms that Sullivan County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).

Debt Management Policy

This is an acknowledgement that *the Debt Management Policy of Sullivan County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the Sullivan County Commission present at the meeting held on the 21st day of February 2017.

Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the Sullivan County Commission present at the meeting held on the 21st day of February 2017.

Minutes of this meeting have been included as documentation of this agenda item.

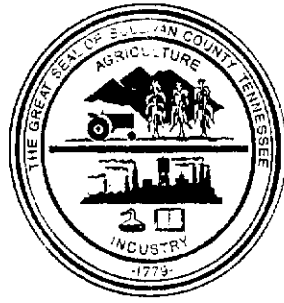
Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that Sullivan County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Sullivan County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this 21st day of February, 2017.

Richard S. Venable
County Mayor/Executive Name

Richard S. Venable
Signature



SULLIVAN COUNTY, TN

Debt Management Policy

**Prepared by the
OFFICE OF ACCOUNTS & BUDGETS**

November, 2011

Goal/Mission: To provide management with appropriate guidelines and direction to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

Objectives:

1. Enhance decision process transparency and identify all expenditures of principal, interest, and annual costs along with issue specific transactions costs
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Additional requirements for new debt

SULLIVAN COUNTY TENNESSEE

Debt Management Policy

A. TRANSPARENCY

a. Annual debt reports shall be submitted to the county legislative body by June 30th of each year either with the annual budget document or separate. In addition to the outstanding debt and requirements it should also include:

- i. Calculations of percentage of total debt to assessed value
- ii. Calculation of debt to per capita income.
- iii. Sullivan County shall prepare a multi-year debt budget for at least 5 years.

b. Sullivan County shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens/members, governing body, and other stakeholders in a timely manner.

B. PROFESSIONALS

a. Sullivan County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both Sullivan County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

b. Counsel: Sullivan County shall enter into an engagement letter agreement with each lawyer or law firm representing Sullivan County in a debt transaction. (No engagement letters required for any lawyer who is an employee of Sullivan County or lawyer or law firm which is under general appointment or contract to serve as counsel to the County. The County does not need an engagement letter with counsel not representing the County, such as underwriters' counsel.

c. Financial Advisor: If Sullivan County chooses to hire financial advisors, Sullivan County shall enter into a written agreement with

each person or firm serving as financial advisor for debt management and transactions.

- d. Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services.
- e. Underwriter: If there is an underwriter, Sullivan County shall require the underwriter to clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with Sullivan County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of Sullivan County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body or its designated representative in advance of the pricing of the debt.

C. Conflicts

- a. Professionals involved in a debt transaction hired or compensated by Sullivan County shall be required to disclose to Sullivan County existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations sufficient to allow Sullivan County to appreciate the significance of the relationships.
- b. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

D. Other Requirements

- a. The Debt Service Fund(s) shall attempt to maintain balances equal or greater than the requirements for the first half of the fiscal year less any direct designated recurring funding from outside interest of the respective debt obligations to be received simultaneously with the retirement.

- b. Sullivan County shall service all debt principal and interest payments through the debt service fund with the exception of leases for lease than \$100,000 principal.
- c. Sullivan County shall not utilize variable rate debt for any debt beyond 3 years without a special public hearing advertised in a newspaper of general circulation at least twice before the issuance.
- d. All debt repayment schedules shall use the straight-line method of repayment. Other repayment schedules must be approved by the comptroller's office in writing and fully disclose the additional interest cost compared to straight-line repayment method.
- e. Borrowing using capital outlay notes, the county shall solicit a minimum of three rates and issuance cost quotes and select the lowest and best offer. The county may use the State loan pool as one of the three quotes.
- f. All leases of amounts of \$100,000 exceeding 1 years shall be compared to a quote for a capital outlay note for similar principal and duration to be reported to the County Commission before issuance.
- g. In the case of refinancing, an analysis report shall be provided which fully explains the reasons for the refinancing and the net savings and cost of the refinancing which will include not only interest charges but also the fees associated with the transactions. for the issuance.
- h. Sullivan County shall not issue debt that exceeds the life of the capital asset funded by the debt.

February 16, 2017

General Fund (101)	Expenditures				5% of Expend.				PROJECTED				Need	TRAN Amt.			
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17		TOTAL	7/31/16	8/31/16	9/30/16
Cash Receipts	\$ 1,784,055	\$ 1,467,675	\$ 1,251,275	\$ 2,888,750	\$ 5,845,450	\$ 7,624,870	\$ 2,764,685	\$ 18,911,500	\$ 1,858,675	\$ 2,465,490	\$ 3,150,720	\$ 3,545,000	53,558,145				
Loan	-	-	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000				
Total CashFlow	1,784,055	1,467,675	3,251,275	2,888,750	5,845,450	7,624,870	2,764,685	18,911,500	1,858,675	2,465,490	3,150,720	3,545,000	55,558,145				
Beg Cash Bal	8,380,417	7,016,887	3,465,067	1,160,192	487,547	2,900,622	6,750,067	4,506,552	15,621,257	12,538,982	11,161,037	10,006,332	8,380,417				
Available Cash	10,164,472	8,484,562	6,716,342	4,048,942	6,332,997	10,525,492	9,514,752	23,418,052	17,479,932	15,004,472	14,311,757	13,551,332	63,938,562				
Cash Payments	\$ 3,147,585	\$ 5,019,495	\$ 5,556,150	\$ 3,561,395	\$ 3,432,375	\$ 3,775,425	\$ 5,008,200	\$ 5,796,795	\$ 4,940,950	\$ 3,843,435	\$ 4,305,425	\$ 4,335,000	52,922,230				
Loan Payment	-	-	-	-	-	-	-	2,000,000	-	-	-	-	2,000,000				
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-				
Total Cash Outflow	3,147,585	5,019,495	5,556,150	3,561,395	3,432,375	3,775,425	5,008,200	7,796,795	4,940,950	3,843,435	4,305,425	4,535,000	54,922,230				
End Balance	7,016,887	3,465,067	1,160,192	487,547	2,900,622	6,750,067	4,506,552	15,621,257	12,538,982	11,161,037	10,006,332	9,016,332	9,016,332				

General Fund (101)	Expenditures										Need	TRAN Amt.	
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17			5/31/17
	1,784,055	1,467,675	1,251,275	2,888,750	5,845,450	7,624,870	2,764,685	18,911,500	1,858,675	2,465,490	3,150,720	3,545,000	2,158,564.50
Cash Receipts			2,000,000										
Loan													
Total CashFlow	1,784,055	1,467,675	3,251,275	2,888,750	5,845,450	7,624,870	2,764,685	18,911,500	1,858,675	2,465,490	3,150,720	3,545,000	53,558,145
Beg Cash Bal	8,380,417	7,016,887	3,465,067	1,160,192	487,547	2,900,622	6,750,067	4,506,552	15,621,257	12,538,982	11,161,037	10,006,332	8,380,417
Available Cash	10,164,472	8,484,562	6,716,342	4,048,942	6,332,997	10,525,492	9,514,752	23,418,052	17,479,932	15,004,472	14,311,757	13,551,332	63,938,562
Cash Payments	\$ 3,147,585	\$ 5,019,495	\$ 5,556,150	\$ 3,561,395	\$ 3,432,375	\$ 3,775,425	\$ 5,008,200	\$ 5,796,795	\$ 4,940,950	\$ 3,843,435	\$ 4,305,425	4,535,000	52,922,230
Loan Payment								2,000,000					2,000,000
Transfers Out													
Total Cash Outflow	3,147,585	5,019,495	5,556,150	3,561,395	3,432,375	3,775,425	5,008,200	7,796,795	4,940,950	3,843,435	4,305,425	4,535,000	54,922,230
End Balance	7,016,887	3,465,067	1,160,192	487,547	2,900,622	6,750,067	4,506,552	15,621,257	12,538,982	11,161,037	10,006,332	9,016,332	9,016,332

PROJECTED

General Purpose Schoc	7/15/2016	7/31/16	8/15/16	8/31/16	9/15/16	9/30/16	10/15/16	10/31/16	11/15/16	11/30/16	12/15/16	12/31/16	1/15/17
Cash Receipts	120,611	1,207,797	3,961,743	1,333,378	3,985,285	1,080,378	152,829	5,915,318	64,623	8,442,866	4,565,986	6,677,903	4,048,910
Loan													
Total CashFlow	120,611	1,207,797	3,961,743	1,333,378	3,985,285	1,080,378	152,829	5,915,318	64,623	8,442,866	4,565,986	6,677,903	4,048,910
Beg Cash Bal	9,700,000	7,849,111	8,238,958	10,315,411	7,182,903	8,425,920	5,112,406	(971,557)	3,405,047	1,195,667	5,889,956	7,576,723	9,717,756
Available Cash	9,820,611	9,056,909	12,200,701	11,648,789	11,168,189	9,506,297	5,265,234	4,943,761	3,469,670	9,638,533	10,455,942	14,254,626	13,766,667
Cash Payments	1,971,499	817,951	1,885,291	4,465,886	2,742,269	4,393,892	6,236,791	1,538,714	2,274,003	3,748,577	2,879,219	4,536,869	2,189,455
Loan Payment													
Transfers Out													
Total Cash Outflow	1,971,499	817,951	1,885,291	4,465,886	2,742,269	4,393,892	6,236,791	1,538,714	2,274,003	3,748,577	2,879,219	4,536,869	2,189,455
End Balance	7,849,111	8,238,958	10,315,411	7,182,903	8,425,920	5,112,406	(971,557)	3,405,047	1,195,667	5,889,956	7,576,723	9,717,756	11,577,712

	1/31/17	2/15/17	2/28/17	3/15/17	3/31/17	4/15/17	4/30/17	5/15/17	5/31/17	6/15/17	6/30/17	Total
2,675,170	4,064,197	14,432,837	4,138,670	1,082,940	279,767	5,875,911	64,925	970,154	81,585	7,518,915	82,742,699	
2,675,170	4,064,197	14,432,837	4,138,670	1,082,940	279,767	5,875,911	64,925	970,154	81,585	7,518,915	82,742,699	
11,577,212	10,031,260	11,511,946	21,595,225	20,340,475	19,994,182	17,726,118	19,625,840	17,438,245	11,112,620	8,975,204	9,700,000	
14,252,383	14,095,456	25,944,784	25,733,894	21,423,415	20,273,949	23,602,029	19,690,765	18,408,399	11,194,206	16,494,119	92,442,699	
4,221,123	2,583,510	4,349,559	5,393,420	1,429,233	2,547,831	3,976,189	2,252,520	7,295,779	2,219,001	3,941,798	79,890,378	
4,221,123	2,583,510	4,349,559	5,393,420	1,429,233	2,547,831	3,976,189	2,252,520	7,295,779	2,219,001	3,941,798	79,890,378	
10,031,260	11,511,946	21,595,225	20,340,475	19,994,182	17,726,118	19,625,840	17,438,245	11,112,620	8,975,204	12,552,321	12,552,321	

Federal Projects Fund (PROJECTED											TRAN Amt.	
	5% of Expend.										Need		
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17			5/31/17
Cash Receipts	460,000	193,148	467,777	653,863	493,416	1,118,854	266,735	646,645	488,891	883,026	4,658	376,236	6,053,250
Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Total CashFlow	460,000	193,148	467,777	653,863	493,416	1,118,854	266,735	646,645	488,891	883,026	4,658	376,236	6,053,250
Beg Cash Bal	10,500	254,955	180,012	306,482	618,987	409,327	334,970	140,057	397,678	389,603	914,375	413,469	10,500
Available Cash	470,500	448,103	647,789	960,346	1,112,404	1,528,181	601,705	786,701	886,568	1,272,629	919,033	789,705	6,063,750
Cash Payments	215,545	268,091	341,307	341,359	703,077	1,193,211	461,648	389,023	496,966	358,254	505,564	758,425	6,032,470
Loan Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflow	215,545	268,091	341,307	341,359	703,077	1,193,211	461,648	389,023	496,966	358,254	505,564	758,425	6,032,470
End Balance	254,955	180,012	306,482	618,987	409,327	334,970	140,057	397,678	389,603	914,375	413,469	31,280	31,280

School Cafeteria Fund (PROJECTED											TRAN Amt.	
	5% of Expend.										Need		
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17			5/31/17
Cash Receipts	1,603	403	364,136	719,048	519,871	530,805	382,139	302,633	374,941	546,700	489,787	276,072	4,508,139
Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Total CashFlow	1,603	403	364,136	719,048	519,871	530,805	382,139	302,633	374,941	546,700	489,787	276,072	4,508,139
Beg Cash Bal	600,000	561,749	225,365	39,029	274,474	379,567	537,985	677,122	653,261	633,771	907,351	1,027,151	600,000
Available Cash	601,603	562,152	589,501	758,077	794,345	910,372	920,124	979,755	1,028,202	1,180,471	1,397,138	1,303,224	5,108,139
Cash Payments	39,854	336,787	550,472	483,603	414,778	372,387	243,002	326,494	394,431	273,120	369,986	488,879	4,293,795
Loan Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflow	39,854	336,787	550,472	483,603	414,778	372,387	243,002	326,494	394,431	273,120	369,986	488,879	4,293,795
End Balance	561,749	225,365	39,029	274,474	379,567	537,985	677,122	653,261	633,771	907,351	1,027,151	814,345	814,345

	Expenditures												Need	TRAN Amt.			
	5% of Expend.													Need			
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17			6/30/17	TOTAL	
Discovery Academy (14)				97,191		4,859.57											
Cash Receipts	500	23,154	15,428	2,720	8,330	7,245	7,364	7,260	17,315	21,093	4,285	15,835	130,529				
Loan																	
Total CashFlow	500	23,154	15,428	2,720	8,330	7,245	7,364	7,260	17,315	21,093	4,285	15,835	130,529				
Beg Cash Bal	43,561	42,848	55,995	60,240	53,787	57,844	56,806	58,152	68,811	83,790	88,075	92,923	174,090				
Available Cash	44,061	66,002	71,423	62,960	62,117	65,089	64,170	65,412	76,048	89,904	10,387	16,024	97,191				
Cash Payments	1,213	10,007	11,183	9,173	4,272	8,283	6,018	6,018	7,237	6,114	10,987	10,024	97,191				
Loan Payment	-	-	-	-	-	-	-	-	-	-	-	-	-				
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-				
Total Cash Outflow	1,213	10,007	11,183	9,173	4,272	8,283	6,018	6,018	7,237	6,114	10,987	10,024	97,191				
End Balance	42,848	55,995	60,240	53,787	57,844	58,806	58,152	58,733	68,811	83,790	77,088	76,899	76,899				

	Expenditures												Need	TRAN Amt.			
	5% of Expend.													Need			
	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17			6/30/17	Total	
School Capital Fund (Re				1,444,459		72,222.95											
Cash Receipts	6,119	5,153	4,569	58,283	226,402	362,788	95,601	868,076	23,749	26,491	1,148	2,227	1,680,605				
Loan																	
Total CashFlow	6,119	5,153	4,569	58,283	226,402	362,788	95,601	868,076	23,749	26,491	1,148	2,227	1,680,605				
Beg Cash Bal	1,902,620	1,851,638	1,730,050	1,610,463	1,480,155	1,646,058	1,920,447	1,943,040	2,675,050	2,601,116	2,559,816	2,490,054	1,902,620				
Available Cash	1,908,738	1,856,791	1,734,619	1,668,746	1,706,556	2,008,846	2,016,048	2,811,116	2,698,799	2,627,607	2,580,964	2,492,281	1,583,224				
Cash Payments	57,100	126,741	124,156	188,591	60,498	88,399	73,008	136,066	97,683	67,791	6,910	353,516	1,444,459				
Loan Payment	-	-	-	-	-	-	-	-	-	-	-	-	-				
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-	-				
Total Cash Outflow	57,100	126,741	124,156	188,591	60,498	88,399	73,008	136,066	97,683	67,791	6,910	353,516	1,444,459				
End Balance	1,851,638	1,730,050	1,610,463	1,480,155	1,646,058	1,920,447	1,943,040	2,675,050	2,601,116	2,559,816	2,490,054	1,614,765	1,614,765				



Sullivan County

Board of County Commissioners
237th Annual Session

Confirmation of Appointment

Whereas in accordance with T.C.A. §42-3-104(a), Sullivan County Mayor, Richard S. Venable recommends in favor of making the following appointments to the Tri-Cities Airport Authority.

Now therefore, the Sullivan County Board of Commissioners hereby confirms the following appointment(s) as set below:

Tri-Cities Airport Authority

Richard S. Venable
1517 Linville, Kingsport, TN 37660

Eddie Williams
1041 S. Wilcox Drive, Kingsport, TN 37660

To fill the remainder of the term of James "Moe" Brotherton.

Confirmed this 21st day of February 2017.

Handwritten signature of Richard S. Venable in black ink.

Richard S. Venable, County Mayor

Handwritten signature of Jeanie F. Gammon in black ink.

Attest: Jeanie F. Gammon, County Clerk

Commission Action:
2/21/17 - Approved by Voice Vote

SULLIVAN COUNTY BOARD OF COMMISSIONERS
 PUBLIC COMMENT
 February 21, 2017

PLEASE PRINT

	Name	Street Address	City	Please Check if Zoning Issue
✓ 1	JERRY STAMBERT	104 Buckhurst Dr	KIPP	
✓ 2	Tina Pasquale	457 Arrowhead Drive	Kingsport	
✓ 3	Debrae Crain	238 Saddle Ridge Dr 1	KIPP	
✓ 4	Darrell + Willie Barber	4462 Island Rd.	Bristol	
✓ 5	John Taff	842 Sumbulwood	Bristol	
X 6	Ben Parkman	90 Green Circle	KIPP	
✓ 7	CINDY HOWES-DRURY	340 Canterbury Dr.	Blountville	
✓ 8	MARY PAT ELMINGER	2013 Pine Needle Path	KIPP	
✓ 9	Jerry Lunsford	4415 Island Rd.	Bristol	
✓ 10	Glenn Moore	4373 Island Rd	Bristol	
✓ 11	Robin McAdams	4445 Island Rd	Bristol	
12	Turman Webber	366 Lehigh Cir	Bristol	
✓ 13	Tim Harrell	117 Whitespine Cir Dr	Kingsport	
✓ 14	Ralph Swift	418 Berkeley Blvd	Kingsport	
15	Pat Candy	14725 / 10715	NOT HERE	

SULLIVAN COUNTY BOARD OF COMMISSIONERS
PUBLIC COMMENT
February 21, 2017

PLEASE PRINT

	Name	Street Address	City	Please Check if Zoning Issue
1	Dwight King			
2	Gary Abdes			
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

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

Notaries to be elected February 21, 2017

TINA B BEMENT
ROBIN DENISE BOLLING
ERIKA ELIZABETH BRAMMER
JACQUELINE MICHELLE BROWN
LESLIE BURKE
ROSE MARIE BYINGTON
LISA G CARR
ROBIN L. CARTER
LINDA GAIL CHAFIN
NORMA K. COBB
WANDA O. CORREA
LORI L ELLIOTT
MEGAN NICOLE ERWIN
BEVERLY ESTEP
JOHN DANIEL FLEMING
DAVID F GENO
KATHERINE STONE GRILLS
VAUGHN M. GUYER
LEVITA M HAYNES-MOORE
DEBORAH J HELTON
KEVIN RICHARD HICKS
DONNA FOX HOBBS
STEVE HOLLIFIELD
MEGAN A. HOPKINS
BRYAN W HORNE
CARL A. HOUSER
KAYLA ANN HUTCHINSON
LINDA M. JONES
COLLEEN B. KUDEREWski
PEG S. KUH BANDER
DEREK WINSTON LANTZ
DAVID L. LAWS
BRENDA J. LOYD
K. JEFF LUETHKE
MICHELLE L. LYALL
LISA G MAIDEN
NANCY C MCCONNELL
LUCINDA J MCFALLS

LINDA K MILLER
J. DAVID MILLER
AUDREA WILLIAMS NELSON
SHARON C. O'DELL
PEGGY LINDA OLIVER
BURTON EUGENE OSBORNE
CHRISTOPHER DAVID PETERS
KALI PHILLIPS
PEGGY PHIPPS
PAMELA B POPE
SHAWN DAVID PORTER
JEANNE K. PRICE
JONATHAN MATTHEW PURDIE
DAVID ANDERSON REEL
REBEKAH RUTH REYNOLDS
DEBORAH MCCROSKEY REYNOLDS
JAMES WESLEY RIDEN
DEBORAH K. RUTLEDGE
KRISTY L SAWYER
H LYNN SHOEMAKER
KEITH ALLEN SLAGLE
AMANDA C SLOAN
SELINA R SMITH
NANCY J. SMITH
SAVANNAH SPRINKLE
PENNY STRICKLAND
DANIA W. STRONG
GLADYS SYMONDS
TINA D. TAYLOR
MARJORIE A. THORNTON
MARK ANTHONY VANCE
DAVID L. WEBB JR.
SANDY J WHITE
JAMES A. WILDER
JAMIE FRANCES WILLIAMS
AMY A WILLIAMS
FRANK WINSTON

PERSONAL SURETY
MERCHANTS BONDING COMPANY
LORI L ELLIOTT

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

**STATE OF TENNESSEE
COUNTY OF SULLIVAN**

**APPROVAL OF NOTARY
SURETY BONDS**

February 21, 2017

Name of Notary

**Brenda W. Kiser
Faith M. Phillips
Kelly N. Pritchard
Tammie Sluss
C. Edwin Williams
Etta Wood**

Personal Surety

**Nadine Pearman
Daniel R. Bieger
Brenda W. Kiser
Sharon K. Price
Charles W. Hunt
Margaret Leaman**

Personal Surety

**Kelly Pritchard
J. Beth Still
Nadine Pearman
Pearly M. Price
Elizabeth Bright
Peter M. Byerley**

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

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

6 Approval of Notary Publics
Vote

Long description

Chairman Venable, Richard

Total Vote Result

Voting start time 10:10:14 AM

Voting stop time 10:10:37 AM

Voting Configuration Vote

Voting mode Open

Vote Result

Yes	22
Abstain	1
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	22	1	0	0/1
Total Results	22	1	0	0/1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()		X		
White, Robert ()	X			
Williams, Eddie ()	X			

**PUBLIC NOTICE
SULLIVAN COUNTY BOARD OF COUNTY COMMISSIONERS
REZONING PUBLIC HEARING
February 21, 2017**

The Sullivan County Board of County Commissioners will hold a public hearing on **Tuesday, February 21, 2017 at 9:00am**, in the Sullivan County Historic Courthouse, located at 3411 Hwy. 126, Blountville, TN to consider the following rezoning requests:

Rezoning request from Taff & Frye, Inc. who own property along Island Road near I-81 – to consider the rezoning of the property from **A-1/General Agricultural to PMD-1/Planned Manufacturing** for the purpose of relocating a demolition of construction materials operation. This property is located adjacent to the Bristol city limits, is within the Bristol Urban Growth Boundary, is within the 5th Civil District and being Tax Map 19, Parcel 026.00.

(Bristol Urban Growth Boundary – Bristol Staff Opposed, Bristol Regional Planning Commission unanimously voted unfavorably for the request and accepting staff's recommendations against, and 15 neighbors present at meeting who spoke against the rezoning request)

Rezoning request from Tyrone & Hollie LaRue, who own property located at 744 Allison Road, Piney Flats – to consider the rezoning of such property from **A-1/General Agricultural to B-1/Neighborhood Business** for the purpose of relocating his surveying office within the existing building. This property being located within the 9th Civil District and being Tax Map 123D, Group M, Parcel 013.00 and located within the Johnson City Urban Growth Boundary.

(Johnson City Urban Growth Boundary – County Planning & Codes Director in favor, County PC voted unanimously in favor and there was no opposition expressed for this request)

**** The public is cordially invited to attend this public hearing and comment upon any rezoning request.**

<u>Applicant</u>	<u>Current Zoning</u>	<u>Proposed Zoning</u>	<u>Staff Report</u>	<u>Planning Commission Vote</u>	<u>Neighborhood Opposition</u>
Taff & Frye, Inc.	A-1	PMD-1	No - Bristol	No – Bristol PC	Yes
Ty LaRue	A-1	B-1	Yes	Yes – Sullivan County PC	None

mailed
12/28/16

PETITION TO SULLIVAN COUNTY FOR REZONING

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

Property Owner: Taff & Frye Company, Inc.
Address: 301 Moore Drive
Blountville, TN 37617
Phone 423-534-9665 Date of Request 11/30/2016

Property Located in 5 Civil District

Clarence Frye
Signature of Applicant

Clarence Frye
President

OFFICE USE ONLY

Meeting Date 1/23/2017 Time 6:00PM
Place 104 8th Street

Planning Commission Approved Bristol Denied
1/23/2017
County Commission Approved _____ DENIED

Other ROLL CALL VOTE

Final Action Date 02-21-17

PROPERTY IDENTIFICATION

Tax Map No. 019 / Group _____ / Parcel 026.00
Zoning Map 5 Zoning District A-1 Proposed District PMO-1

Property Location : Island Road

Purpose of Rezoning: "Rezone to relocate construction demolition company and site operations."

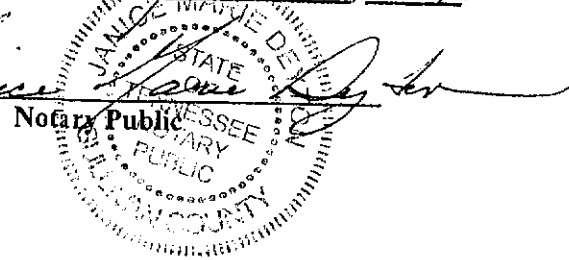
called
12/9/16 ok

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.

Clarence Edward Frye
Clarence Edward Frye

SWORN TO AND SUBSCRIBED before me this 30th day of December 2016.

My Commission Expires: 8/22/2017



opposition yes

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

9 Application # 1: Public Hearing
Zoning Vote

Long description Taff & Frye, Inc.
Chairman Venabie, Richard

Total Vote Result

Voting start time 10:41:26 AM
Voting stop time 10:42:03 AM
Voting Configuration Zoning Vote
Voting mode Open
Vote Result

Yes	1
Abstain	0
No	22
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	1	0	22	0
Total Results	1	0	22	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()			X	
Calton, Darlene ()			X	
Cole, Michael ()			X	
Crawford, Larry ()			X	
Gardner, John ()			X	
Grubb, Sherry ()				
Hare, Andy ()			X	
Harkleroad, Terry ()			X	
Harr, Mack ()			X	
Herron, Joe ()			X	
Hood, Baxter ()			X	
Houser, Dennis ()			X	
Johnson, Matthew ()			X	
Kilgore, Bill ()	X			
McGlothlin, Kit ()			X	
Morrell, Randy ()			X	
Neal, Bob ()			X	
Russell, Bobby ()			X	
Russell, Cheryl ()			X	
Shull, Patrick ()			X	
Stanley, Angie ()			X	
Vance, Mark ()			X	
White, Robert ()			X	
Williams, Eddie ()			X	

mailed
12/28/16

PETITION TO SULLIVAN COUNTY FOR REZONING

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

<p>Property Owner: <u>Tyrone E & Hollie I Larue</u></p> <p>Address: <u>523 Hamilton Trail</u> <u>Piney Flats, TN 37686</u></p> <p>Phone <u>423-773-0002</u> Date of Request <u>12/13/2016</u></p> <p>Property Located in <u>2</u> Civil District</p> <p><u>Tyrone LaRue</u> Signature of Applicant</p> <p><u>Tyrone LaRue</u></p>	<p><u>OFFICE USE ONLY</u></p> <p>Meeting Date <u>1/17/2017</u> Time <u>6:00PM</u></p> <p>Place <u>Blountville Court House</u></p> <hr/> <p>Planning Commission Approved <u>✓ unanimously</u> <u>1/17/2017</u> Denied _____ <u>6PM</u></p> <p>County Commission Approved <u>X</u> <u>2/21/2017</u> Denied _____ <u>9AM</u></p> <p>Other <u>ROLL CALL VOTE</u></p> <p>Final Action Date <u>02-21-17</u></p>
---	---

PROPERTY IDENTIFICATION

Tax Map No. 123D / Group M / Parcel 013.00

Zoning Map 26 Zoning District A-1 Proposed District B-1

Property Location: 44 Allison Road, Piney Flats

Purpose of Rezoning: "Rezone to locate professional services/land surveying office."

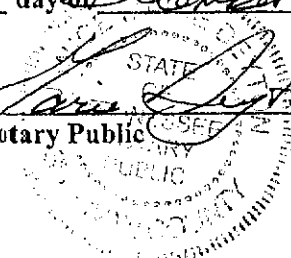
The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

Tyrone Edward La Rue
Tyrone LaRue

SWORN TO AND SUBSCRIBED before me this 13th day of December, 2014

My Commission Expires: 8/22/2017

James Lane
Notary Public



no opposition

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

8 Application # 2: Public Hearing
Zoning Vote

Long description Ty LaRue
Chairman Venable, Richard

Total Vote Result

Voting start time 10:18:51 AM
Voting stop time 10:19:18 AM
Voting Configuration Zoning Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	23	0	0	0/1
Total Results	23	0	0	0/1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
237th Annual Session*

CONSENT AGENDA

**February 21, 2017
Regular Session**

**Item # 5: Old Business
Resolution No. 2017-01-11
Sponsors: Hare/ Grubb
AMENDED**

RESOLUTION To Approve Establishing An Annual Appropriation To Rocky Mount Historical Association For Services To Sullivan County

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves establishing an annual appropriation of \$1500.00 to the Rocky Mount Historical Association for their services to Sullivan County. Said appropriation beginning in the FY 2016-17 with funds being appropriated from the General Fund. Account Codes to be assigned by the Director of Accounts and Budgets.

**Item # 6: NEW Business
Resolution No. 2017-02-12
Sponsors: Harkleroad/ Johnson**

RESOLUTION to Amend the Approved Cooperative Purchasing Agreements for the use and benefit of all County Departments and the Department of Education

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, shall hereby amend the cooperative purchasing programs in which Sullivan County may participate by adding E & I Cooperative Services.

**Item # 7: New Business
Resolution No. 2017-02-13
Sponsors: Morrell/ Williams**

RESOLUTION To Approve the Property Reappraisal Schedule for Sullivan County, Tennessee

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Reappraisal Plan on a four-year cycle pursuant to T.C.A. § 67-5-1601.

BE IT FURTHER RESOLVED that upon passage of this resolution, a certified copy of such plan be forwarded to the State Board of Equalization.

Item # 8: New Business
Resolution No. 2017-02-14
Sponsors: Gardner/ Bowery

RESOLUTION Requesting \$10,000.00 Be Appropriated From The General Fund For A One Time Donation Toward The Construction Of A Gold Star Families Memorial Monument To Be Located Adjacent To The Veterans Memorial In Kingsport Tennessee

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize that \$10,000.00 be appropriated from the General Fund to assist in the construction of a Gold Star Families Memorial Monument to be located adjacent to the Veterans Memorial in Kingsport, Tennessee.

Item # 9: New Business
Resolution No. 2017-02-15
Sponsors: Houser/ Cole

RESOLUTION requesting the granting of a Quitclaim Deed from Sullivan County Government to Mr. Peter Manderichio for the abandonment of excess right-of-way off of Massengill Park Road, Bluff City, and as illustrated on the attached survey, as prepared by Rick A. Davies, a licensed Tennessee surveyor, dated December 8, 2016

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session does hereby approve this request by granting a Quitclaim Deed for the 3,275.01 +/- square feet of excess right-of-way to Mr. Peter Manderichio as illustrated on the attached survey.

BE IT FURHTER RESOLVED that Sullivan County claims no interest or ownership in this property.

Item # 10: New Business
Resolution No. 2017-02-16
Sponsors: Williams/ White

RESOLUTION to Accept and Appropriate Additional Allocations of the Voluntary Pre-K Grant

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said additional grant funds; not to exceed the above amount (\$90,054), as required by the Voluntary Pre-K Contract. The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
46515	Early Childhood Education	90,054
73400-116	Teachers	35,880
73400-204	State Retirement	25,756
73400-207	Medical Insurance	-4,330
73400-212	Employer Medicare	86
73400-355	Travel	200
73400-429	Instructional Supplies	32,462

Item # 11: New Business
Resolution No. 2017-02-17
Sponsors: Williams/ White

RESOLUTION to Authorize the Purchasing Agent to Enter Into a Lease of Copiers for the Sullivan County Department of Education

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the Purchasing Agent acting on behalf of the Sullivan County Department of Education to execute a lease of copiers not to exceed \$169,516.20 to be paid in equal monthly installments of \$2,825.27 over a 60 month period with RICOH USA, Inc.

Item # 12: New Business
Resolution No. 2017-02-18
Sponsors: Stanley/ Kilgore

RESOLUTION TO URGE PASSAGE OF THE TENNESSEE BROADBAND ACCESSIBILITY ACT BY THE TENNESSEE GENERAL ASSEMBLY

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Sullivan County meeting in session at Blountville, Tennessee, on the 21st day of February, 2017, that the Tennessee General Assembly is strongly urged to pass the Tennessee Broadband Accessibility Act in order to increase broadband accessibility in the state.

BE IT FURTHER RESOLVED, that the County Clerk shall mail a copy of this resolution to the Governor, the Lieutenant Governor and the Speaker of the House.

Item # 16: New Business
Resolution No. 2017-02-22
Sponsors: Bowers/ Johnson

RESOLUTION To Approve the transfer of road into North High School to Sullivan County Board of Education

~~NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the quitclaim to the Sullivan County Board of Education by Sullivan County, Tennessee, of all its interest in the road into Sullivan North High School as described in Deed dated December 23, 1976, from Preston Farm Associates, a partnership, recorded in the Register of Deeds Office for Sullivan County at Deed Book 0113C at page 0092, and the Mayor of Sullivan County is hereby authorized to execute any and all documents necessary to effectuate such transfer.~~

Item # 17: New Business
Resolution No. 2017-02-23
Sponsors: Williams/ White

RESOLUTION To Authorize The Purchasing Agent To Enter Into An Agreement to Lease Computer Equipment For The Office Of The Circuit Court Clerk

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session authorizes the Purchasing Agent acting on behalf of Sullivan County and the Circuit Court Clerk to execute a lease agreement for

computer equipment in an amount not to exceed \$72,000 to be paid in equal monthly installments of approximately \$1500.00 or less over a 48 month period. Costs to be funded through data fee collected in Circuit Court Clerk's office.

RESOLUTION to Accept the Proposal of the Tennessee Department of Transportation to Construct a Project on State Route 75 from Aviation Drive to Centenary Road (Known as State Project No. 82015-3218-94)

**Item # 18: New Business
Resolution No. 2017-02-24
Sponsors: Stanley/ Hood**

NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners hereby accept the Proposal of the Tennessee Department of Transportation to construct a project on State Route 75 from Aviation Drive to Centenary Road (Known as State Project No. 82015-3218-94) and hereby authorize the County Mayor to sign any and all documents regarding said project proposal.

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners does hereby authorize the Sullivan County Highway Department to undertake said maintenance of the County's portion, if any, of road, right-of-way and improvements.

ITEM #16 REMOVED FROM CONSENT AGENDA BY SPONSOR 02-21-17. MOTION MADE BY WHITE, SECOND BY NEAL TO APPROVE CONSENT AGENDA 02-21-17.

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

10 Consent Agenda

Long description

Item # 5: Resolution No. 2017-01-11
 Item # 6: Resolution No. 2017-02-12
 Item # 7: Resolution No. 2017-02-13
 Item # 8: Resolution No. 2017-02-14
 Item # 9: Resolution No. 2017-02-15
 Item # 10: Resolution No. 2017-02-16
 Item # 11: Resolution No. 2017-02-17
 Item # 12: Resolution No. 2017-02-18
 Item # 17: Resolution No. 2017-02-23
 Item # 18: Resolution No. 2017-02-24

Chairman

Venable, Richard

Total Vote Result

Voting start time 11:03:36 AM
Voting stop time 11:04:19 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	23	0	0	0
Total Results	23	0	0	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

Name	Yes	Abstain	No	Absent
Williams, Eddie ()	X			

RESOLUTIONS ON DOCKET FOR FEBRUARY 21, 2017

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE ZONING RESOLUTION	APPROVED 02-21-17
#2 APPROVE APPROPRIATING FUNDS TO SBK (SULLIVAN COUNTY- BLUFF CITY -KINGSPORT) ANIMAL SHELTER/PETWORKS FOR THE PURCHASE OF LAND FOR AN ANIMAL SHELTER	APPROVED 02-21-17
#3 AUTHORIZE COUNTY MAYOR TO EXECUTE A THIRD AMENDMENT TO FUNDING AGREEMENT BETWEEN SULLIVAN COUNTY, THE CITY OF KINGSPORT, AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) REGARDING PURCHASE OF LAND BY KEDB AND LEASE OF SUCH LAND TO C & F MANUFACTURING	APPROVED 02-21-17
#4 ADOPTION OF A REDEVELOPMENT PLAN AND TAX INCREMENT FINANCING AMENDMENT FOR THE DOWNTOWN BRISTOL CBD REDEVELOPMENT DISTRICT	APPROVED 02-21-17
#5 APPROVE ESTABLISHING AN ANNUAL APPROPRIATION TO ROCKY MOUNT HISTORICAL ASSOCIATION FOR SERVICES TO SULLIVAN COUNTY	APPROVED 02-21-17
#6 AMEND THE APPROVED COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL COUNTY DEPARTMENTS AND THE DEPARTMENT OF EDUCATION	APPROVED 02-21-17
#7 APPROVE THE PROPERTY REAPPRAISAL SCHEDULE FOR SULLIVAN COUNTY, TENNESSEE	APPROVED 02-21-17
#8 REQUESTING \$10,000.00 BE APPROPRIATED FROM THE GENERAL FUND FOR A ONE TIME DONATION TOWARD THE CONSTRUCTION OF A GOLD STAR FAMILIES MEMORIAL MONUMENT TO BE LOCATED ADJACENT TO THE VETERANS MEMORIAL IN KINGSPORT TENNESSEE	APPROVED 02-21-17
#9 REQUESTING THE GRANTING OF A QUITCLAIM DEED FROM SULLIVAN COUNTY GOVERNMENT TO MR. PETER MANDERICCHIO FOR THE ABANDONMENT OF EXCESS RIGHT-OF-WAY OFF OF MASSENGILL PARK ROAD, BLUFF CITY	APPROVED 02-21-17
#10 ACCEPT AND APPROPRIATE ADDITIONAL ALLOCATIONS OF THE VOLUNTARY PRE-K GRANT	APPROVED 02-21-17

#11 AUTHORIZE THE PURCHASING AGENT TO ENTER INTO A LEASE OF COPIERS FOR THE SULLIVAN COUNTY DEPARTMENT OF EDUCATION	APPROVED 02-21-17
#12 URGE PASSAGE OF THE TN BROADBAND ACCESSIBILITY ACT BY THE TN GENERAL ASSEMBLY	APPROVED 02-21-17
#13 AUTHORIZE SULLIVAN COUNTY TO ACCEPT THE PROPOSAL FOR THE RAILROAD CROSSING IMPROVEMENT WITH THE TN DEPT OF TRANSPORTATION KNOWN AS PROJECT CONTRACT #CRR070107 AND PROJECT CONTRACT #CRR070108 AND TO SIGN THE ATTACHED CONTRACTS ASSOCIATED THEREWITH	APPROVED 02-21-17
#14 AUTHORIZING THE IMPLEMENTATION OF THE BETTER BLOUNTVILLE VISION PLAN, WHICH SHALL REDIRECT SOUTHBOUND TRAFFIC FROM HWY 126 COMING FROM BRISTOL TOWARDS BLOUNTVILLE BY-PASS/BLOUNTVILLE BOULEVARD RATHER THAN THROUGH THE GREAT STAGE ROAD/HWY 126	APPROVED 02-21-17
#15 AMEND THE HIGHWAY FUND BUDGET DISTRIBUTION FOR 2016-2017 FISCAL YEAR	APPROVED 02-21-17
#16 APPROVE THE TRANSFER OF ROAD INTO NORTH HIGH SCHOOL TO SULLIVAN COUNTY BOARD OF EDUCATION	APPROVED 02-21-17
#17 AUTHORIZE THE PURCHASING AGENT TO ENTER INTO AN AGREEMENT TO LEASE COMPUTER EQUIPMENT FOR THE OFFICE OF THE CIRCUIT COURT CLERK	APPROVED 02-21-17
#18 ACCEPT THE PROPOSAL OF THE TENN DEPT OF TRANSPORTATION TO CONSTRUCT A PROJECT ON STATE ROUTE 75 FROM AVIATION DRIVE TO CENTENARY ROAD (KNOWN AS STATE PROJECT NO. 82015-3218-94)	APPROVED 02-21-17
#19 AMENDING THAT CERTAIN RESOLUTION ADOPTED ON DECEMBER 12, 2016 AUTHORIZING THE ISSUANCE OF SCHOOL BONDS	APPROVED 02-21-17



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 1
No. 2017-02-01

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

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

WHEREAS, the rezoning petition(s) have been duly initiated; have been before the appropriate Regional Planning Commission (recommendations enclosed); and shall receive a public hearing as required prior to final action from the County Commission; and


WHEREAS, such rezoning petition(s) and/or the proposed text amendment(s) will require an amendment to the SULLIVAN COUNTY ZONING PLAN – Zoning Map or Zoning Resolution.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby consider rezoning petition(s) and/or the Zoning Resolution Text Amendment(s), conduct the appropriate public hearing as required by law, and vote upon the proposed amendment(s) individually, by roll call vote, and that the vote be valid and binding, and that any necessary amendments to the official zoning map or resolution code book be made by the Planning & Codes Department.

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

Duly passed and approved this 21st day of February, 2017.

Attest: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsor: Commissioner John Gardner
Co-Sponsor: Commissioner Bill Kilgore
ACTION: Approved by Commission 2/21/17.

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

7 Item #1 Resolution No. 2017-02-01 Amendments to Zoning Plan Sponsors: Gardner/ Kilgore

Long description RESOLUTION to consider amendments to the Sullivan County Zoning Plan
Chairman Venable, Richard

Total Vote Result

Voting start time 10:15:06 AM
Voting stop time 10:15:26 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	23
Abstain	0
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	23	0	0	0/1
Total Results	23	0	0	0/1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

Board of County Commissioners
23rd Annual Session

Item 2
No. 2017-01-08

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of January 2017.

RESOLUTION To Approve Appropriating Funds To SBK (Sullivan County - Bluff City - Kingsport) Animal Shelter/PETWORKS For The Purchase Of Land For An Animal Shelter

WHEREAS, the SBK (Sullivan County, Bluff City, Kingsport) Animal Shelter is going through a rebranding and renaming process which will include the City of Bristol, Tennessee joining the shelter and financially contributing accordingly; and

WHEREAS, the new formed organization will be identified as PETWORKS Regional Animal Service. And they will be dedicated to providing the best possible care to lost, abused, and homeless animals with their goal to achieve a status of no kill performance; and

WHEREAS, within the rebranding process, PETWORKS wishes to construct a new shelter to be known as PETWORKS Adoption Center; and

WHEREAS, to be able to provide this service Sullivan County needs to contribute their share of the costs to fund this project.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes an amendment to the 2016-17 FY budget to appropriate funds not to exceed \$75,000 from the General Fund to contribute to PETWORKS for costs in relation to the purchase of land for an animal shelter. Account codes to be assigned by the Director of Accounts and Budgets.

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

Approved this 21st day of February 2017.

Attest:

Jeanie Garmon
Jeanie Garmon, County Clerk

Approve:

Richard S. Venable
Richard S. Venable, County Mayor

Sponsored By: Commissioner Joe Herron

Co-Sponsor(s): Commissioners Angie Stanley, Terry Harkleroad, Matthew Johnson, Pat Shull

ACTIONS: 01-17-17 - 1st Reading; Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17; Approved by Commission 2/21/17.

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

11 Item # 2: Old Business Resolution No. 2017-01-08 Sponsors: Herron/ Stanley
Vote

Long description

RESOLUTION To Approve Appropriating Funds To SBK (Sullivan County - Bluff City - Kingsport) Animal Shelter/PETWORKS For The Purchase Of Land For An Animal Shelter

Chairman

Venable, Richard

Total Vote Result

Voting start time 11:26:33 AM
Voting stop time 11:27:03 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	20
Abstain	0
No	3
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	20	0	3	0/1
Total Results	20	0	3	0/1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()			X	
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()			X	
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()			X	
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 3
No. 2017-01-09

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of January 2017.

RESOLUTION To Authorize the County Mayor to Execute a Third Amendment to Funding Agreement between Sullivan County, the City of Kingsport, and the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) regarding purchase of land by KEDB and lease of such land to C & F Manufacturing

WHEREAS, on June 20, 2011, the Sullivan County Board of Commissioners approved Resolution No. 2011-06-55 committing Sullivan County to annual appropriate \$150,000 to be used as a contingency to cover the County's portion of any shortfall in lease payments made by C & F Manufacturing as required to cover the debt service incurred by the Industrial Development Board of the City of Kingsport with Bank of Tennessee (the lender) funding the purchase of a building and property located at 10388 Airport Parkway, Kingsport, Tennessee and leased to C & F Manufacturing; and

WHEREAS, pursuant to that purchase, a Lease Agreement was entered into by KEDB leasing said land to C & F Manufacturing USA, Inc.; and

WHEREAS, C & F Manufacturing USA, Inc. defaulted in their lease payments; and

WHEREAS, in 2015 at the request of the County, City, and KEDB, the Bank of Tennessee agreed to modify payment terms on the loan used to finance the purchase of said building and property and requested that each entity enter into a First Amendment to the Funding Agreement in connection with such loan modifications; and

WHEREAS, on April 20, 2015, the Sullivan County Board of Commissioners passed Resolution No. 2015-04-20 approving the County Mayor to execute a First Amendment to Funding Agreement between Sullivan County, the City of Kingsport and the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) which basically provided that during the period of April 22, 2015 to March 22, 2016 interest only would be due and payable on the outstanding loan; and

WHEREAS in 2016 it was again necessary to modify payments terms on the loan with Bank of Tennessee and the Funding Agreement between Sullivan County, the City of Kingsport and the Industrial Development Board of the City of Kingsport; and

WHEREAS, on March 21, 2016, the Sullivan County Board of Commissioners passed Resolution No. 2016-03-15 approving the County Mayor to execute a Second Amendment to Funding Agreement which provided that the principal amortization required under the Promissory Note shall be suspended and payments of only accrued interest shall be due and payable from April 22, 2016 to March 22, 2018, and

thereafter, continuing with each succeeding calendar month, principle and interest shall be due and payable in consecutive monthly installments; and

WHEREAS, a buyer (Leclerc Foods) for the building has been found; however, after sale of the building it appears there will be a balance due on the original debt to Bank of Tennessee in the amount of approximately \$740,804.21 (Seven Hundred and Fifty Thousand Dollars); and

WHEREAS, the City of Kingsport and Sullivan County will have to pay the \$740,804.21 (+/-) balance due on said debt; and

WHEREAS, the Bank of Tennessee has offered a repayment schedule of four to five years at an interest rate lower than the current rate on the original loan; and

WHEREAS, it is necessary to modify payments terms on the loan with Bank of Tennessee and the Funding Agreement between Sullivan County, the City of Kingsport and the Industrial Development Board of the City of Kingsport; and

WHEREAS, attached hereto are drafts of the following documents: 1) Third Amendment to Funding Agreement between the City of Kingsport, Sullivan County and the Industrial Development Board of the City of Kingsport, 2) Third Amendment to Loan and Security Agreement between Bank of Tennessee and the Industrial Development Board of the City of Kingsport, and 3) Third Modification to Promissory Note between Bank of Tennessee and the Industrial Development Board of the City of Kingsport;

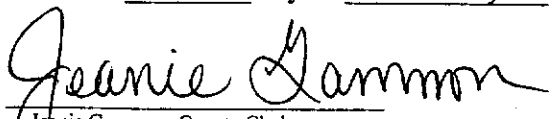
NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners hereby authorizes the County Mayor to approve any appropriate and necessary changes to the attached draft of Third Amendment to Funding Agreement between the City of Kingsport, Sullivan County and the Industrial Development Board of the City of Kingsport, and to execute a final draft of said Funding Agreement and any and all documents needed to modify payment terms of said Funding Agreement; and

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners hereby affirms its original commitment to the annual appropriation of One Hundred Fifty Thousand Dollars (\$150,000) to be used to pay along with the City of Kingsport the approximate balance of Seven Hundred and Forty Thousand, Eight Hundred Four and 21/100 Dollars (\$740,804.21) owed to Bank of Tennessee for the original purchase of said building.

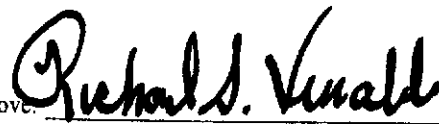
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 21st day of February 2017.

Attest:


Jeanie Gammon, County Clerk

Approved:


Richard S. Venable, County Mayor

Sponsored By: Commissioner Mark Vance
Co-Sponsor(s): Commissioners Eddie Williams

ACTIONS: 01-17-17 - 1st Reading; Administrative Committee took no action 2/7/17; Approved by Executive Committee 2/7/17; Approved by Commission 2/21/17.

THIRD MODIFICATION TO PROMISSORY NOTE

THIS THIRD MODIFICATION TO PROMISSORY NOTE, effective as of January 17, 2017, is made by and between **BANK OF TENNESSEE**, a Tennessee banking corporation ("Bank") and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, a Tennessee corporation organized under T.C.A. 7-53-101 et seq. ("Borrower").

RECITALS:

A. Bank previously has provided a loan to Borrower in the principal amount of \$3,500,000 as evidenced by Borrower's Promissory Note dated August 22, 2011 payable to Bank in the principal amount of \$3,500,000 as amended by Modification to Promissory Note dated April 3, 2015 (collectively the "Promissory Note") and Second Modification to Promissory Note dated April 18, 2016.

B. The indebtedness evidenced by the Promissory Note is governed and secured by the terms of a Loan and Security Agreement dated August 22, 2011 as amended by First Amendment to Loan and Security Agreement dated April 3, 2015 and Second Amendment to Loan and Security Agreement dated April 18, 2016 (collectively the "Loan Agreement").

C. Borrower has requested that Bank further modify the payment terms under the Promissory Note and Bank is willing to provide such modification in accordance with the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of the parties' mutual covenants and undertakings set forth hereinbelow, Bank and Borrower do hereby amend the Promissory Note as follows:

1. Current Principal Balance. Bank and Borrower agree that the current outstanding principal balance under the Promissory Note is \$740,804.21.
2. Modification of Interest Rate. Effective as of January 17, 2017, interest shall accrue on the outstanding principal balance at the fixed rate of 2.84% per annum.
3. Modified Payment Schedule. Commencing February 17, 2017, and continuing on the 17th day of each succeeding calendar month through January 17, 2021, principal and interest shall be due and payable in forty-eight (48) consecutive monthly installments of \$16,356.76 each. All remaining principal and accrued interest shall be due and payable in full on January 17, 2021.
4. No Other Modifications. Except as set forth in this Third Modification to Promissory Note, the terms and conditions of the Promissory Note, as originally executed and previously amended, remain unaltered and in full force and effect.

IN WITNESS WHEREOF, Bank and Borrower have executed this Third Modification to Promissory Note by and through their respective duly authorized corporate officers.

BANK OF TENNESSEE

By: _____
Jenny Dugger
Senior Vice President

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF
KINGSPORT, TENNESSEE**

By: _____
William D. Dudney
Chairman

ATTEST:

Keith Wilson
Secretary-Treasurer

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT ("Agreement"), effective as of January 17, 2017, is made and entered into by and between **BANK OF TENNESSEE**, a Tennessee banking corporation ("Lender"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, a Tennessee public not-for-profit corporation with its offices in Kingsport, Tennessee ("Borrower").

RECITALS:

A. Pursuant to Loan and Security Agreement dated August 22, 2011 and Borrower's Promissory Note dated August 22, 2011 payable to Lender in the principal amount of \$3,500,000 as amended by Modification to Promissory Note dated April 3, 2015 (the "First Modification") and Second Modification to Promissory Note dated April 18, 2016 (the "Second Modification") (collectively the "Promissory Note"), Lender has provided to Borrower a term loan in the principal amount of \$3,500,000 (the "Term Loan").

B. The purpose of the Term Loan was for Borrower to acquire a manufacturing facility located at 10388 Airport Parkway, Kingsport, Tennessee (the "Facility") and to lease the Facility to C & F Manufacturing USA, Inc. ("C&F") pursuant to Lease Agreement dated August 22, 2011 (the "Loan Agreement")

C. As stated in the First Modification and Second Modification, C & F has defaulted in the payment of rent due under the Lease Agreement and Borrower requested that Lender modify the payment terms under the Promissory Note.

D. Borrower has requested that Lender further modify the Term Loan, which modification Lender is willing to provide pursuant to the Third Modification to Promissory Note dated January 17, 2017 (the "Third Modification") as set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of and to induce Lender's further modification of the Promissory Note as described herein, Lender and Borrower do hereby contract and agree as follows:

1. Status of Term Loan. The parties acknowledge that the current outstanding principal balance under the Promissory Note, as of the date of this Third Amendment to Loan and Security Agreement, is \$740,804.21.

2. Modification of Interest Rate. Effective as of January 17, 2017, interest shall accrue on the outstanding principal balance under the Promissory Note at the fixed rate of 2.84% per annum.

3. Modification of Payment Schedule. The parties agree that the payment schedule under the Promissory Note shall be modified as follows: Commencing February 17, 2017, and continuing on the 17th day of each succeeding calendar month through January 17, 2021, principal and interest shall be due and payable under the Promissory Note in forty-eight (48) consecutive monthly installments of \$16,356.76 each. All remaining principal and accrued interest shall be due and payable on January 17, 2021.

4. Reaffirmation of Contingency Funding Commitment by the City of Kingsport. In consideration of the Third Modification of the Promissory Note as described herein, Borrower shall cause the City of Kingsport, Tennessee to reaffirm its commitment under the Funding Agreement dated August 22, 2011 to pay to Borrower 50% of the amount by which payments collected by Borrower from the Facility are insufficient to make the payments required under the Promissory Note.

5. Reaffirmation of Contingency Funding Commitment by Sullivan County, Tennessee. In consideration of the Third Modification of the Promissory Note as described herein, Borrower shall cause Sullivan County, Tennessee to reaffirm its commitment under the Funding Agreement dated August 22, 2011 to pay to Borrower 50% of the amount by which payments collected by Borrower from the Facility are insufficient to make the payments required under the Promissory Note.

6. Reaffirmation of Security Interest and Pledge. Borrower hereby acknowledges and reaffirms its assignment, pledge and grant of a security interest to Lender in Borrower's rights under the Funding Agreement as collateral for the Term Loan and Promissory Note.

7. No Other Amendments or Modifications. Except as set for the herein, all other terms and provisions of the Loan Agreement remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first written hereinabove.

BANK OF TENNESSEE

By: _____
Jenny Dugger
Senior Vice President

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF KINGSFORT,
TENNESSEE**

By: _____
William D. Dudney
Chairman

By: _____
Keith Wilson
Secretary-Treasurer

THIRD AMENDMENT TO FUNDING AGREEMENT

THIS THIRD AMENDMENT TO FUNDING AGREEMENT, effective as of January 17, 2017, is made by and among **THE CITY OF KINGSPORT, TENNESSEE**, a municipal corporation of the State of Tennessee (herein the "City"), **SULLIVAN COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee (herein the "County"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE**, a corporation organized under T.C.A. § 7-53-101 et seq., commonly known as the "Kingsport Economic Development Board" (herein "KEDB") (the City, County and KEDB sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

- A. The Parties previously have entered into a Funding Agreement dated as of August 22, 2011 (the "Funding Agreement") pursuant to which the City and County have undertaken certain contingency funding commitments to support a loan made by Bank of Tennessee (the "Lender") to KEDB in the principal amount of \$3,500,000 (the "Term Loan"), the proceeds of which were used by KEDB to acquire a manufacturing facility located at 10388 Airport Parkway, Kingsport, Tennessee (the "Facility").
- B. Pursuant to Lease Agreement dated August 23, 2011 (the "Lease Agreement") KEDB leased the Facility to C & F Manufacturing USA, Inc. ("C&F") for the purpose of facilitating C & F's manufacturing operations at such Facility.
- C. C & F defaulted in the payment of rent due under the Lease Agreement thereby necessitating the performance of the obligations of the City and the County under the Funding Agreement to provide funds to KEDB for the purpose of making payments due under the Term Loan.
- D. Pursuant to the request of the City, County, and KEDB, Lender has previously agreed to modify the payment terms under the Term Loan pursuant to First Amendment to Loan and Security Agreement dated April 3, 2015, and Modification to Promissory Note dated April 3, 2015, and Second Amendment to Loan and Security Agreement dated April 18, 2016, and Second Modification to Promissory Note dated April 18, 2016.
- E. KEDB has requested that Lender further amend and extend the Term Loan pursuant to a Third Amendment to Loan Agreement and a Third Modification to Promissory Note, and Lender has requested that the City, County and KEDB enter into this Third Amendment to Funding Agreement in connection with such loan modification.

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of and to induce Lender's modification of the Term Loan as described herein, the City, County and KEDB do hereby contract and agree as follows:

1. Status of Term Loan. The Term Loan is evidenced by KEDB's Promissory Note dated August 22, 2011, payable to Lender in the original principal amount of \$3,500,000 as amended by the Modification to Promissory Note dated April 3, 2015, Second Modification to Promissory Note dated April 18, 2016, and Third Modification to Promissory Note dated January 17, 2017 (collectively the "Promissory Note"). The Parties acknowledge that the current outstanding principal balance under the Promissory Note, as of the date of this Third Amendment to Funding Agreement, is \$740,804.21.

2. Modification of Interest Rate. Effective January 17, 2017, interest on the outstanding principal balance under the Promissory Note shall accrue at the fixed rate of 2.84% per annum.

3. Modified Payment Schedule for Promissory Note. Commencing February 17, 2017, and continuing on the 17th day of each succeeding calendar month through January 17, 2021, principal and interest shall be due and payable in forty-eight (48) consecutive monthly installments of \$16,356.76 each. All remaining principal and accrued interest under the Promissory Note shall be due and payable on January 17, 2021.

4. Reaffirmation of Contingency Funding Commitment by the City of Kingsport. In consideration of the modification of the Promissory Note as described herein, the City hereby reaffirms its commitment under the Funding Agreement to pay to KEDB 50% of the amount by which payments collected by KEDB from the Facility are insufficient to make the payments required under the Promissory Note, as amended by the Third Modification to Promissory Note. All other terms and conditions of the City's funding commitment remain as originally stated in the Funding Agreement.

5. Reaffirmation of Contingency Funding Commitment by Sullivan County. In consideration of the modification of the Promissory Note as described herein, the County hereby reaffirms its commitment under the Funding Agreement to pay to KEDB 50% of the amount by which payments collected by KEDB from the Facility are insufficient to make the payments required under the Promissory Note, as amended by the Third Modification to Promissory Note. All other terms and conditions of the County's funding commitment remain as originally stated in the Funding Agreement.

6. Reaffirmation of Security Interest and Pledge. The City and County hereby acknowledge and agree that (i) KEDB has assigned, pledged and granted to Lender a security interest in its rights under the Funding Agreement as collateral for the Promissory Note, (ii) KEDB shall modify the Loan and Security Agreement as required by Lender to reflect the loan modification as described in the Third Modification to Promissory Note, and, (iii) Lender, as the assignee, pledgee and holder of such security interest, shall be entitled to enforce KEDB's rights under the Funding Agreement, as modified by this Third Amendment to Funding Agreement, and to apply the monies payable by the City and County under the Funding Agreement, as modified by this Third Amendment to Funding Agreement, to the monies due from time to time under the Promissory Note, as modified.

7. No Other Amendments or Modifications. Except as set forth herein, all other terms and provisions of the Funding Agreement remain in full force and effect as originally executed.

8. No Personal Liability. No member, director, officer, commissioner, elected representative or employee, whether past present or future, of the City, County or KEDB, or any successor body, shall have any personal liability for the performance of any obligations of the City, the County or KEDB respectively, under the Funding Agreement as modified by this Third Amendment to Funding Agreement.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first written hereinabove on the following pages.

**THE CITY OF KINGSPORT,
TENNESSEE**

By: _____
John Clark
Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney

SULLIVAN COUNTY, TENNESSEE

By: _____
Richard S. Venable
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel P. Street
County Attorney

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF KINGSPORT,
TENNESSEE**

By: _____
William D. Dudley
Chairman

ATTEST:

Keith Wilson
Secretary-Treasurer

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

12 Item # 3: Old Business Resolution No. 2017-01-08 Sponsors: Vance/ Williams
Vote

Long description

RESOLUTION To Authorize the County Mayor to Execute a Third Amendment to Funding Agreement between Sullivan County, the City of Kingsport, and the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) regarding purchase of land by KEDB and lease of such land to C & F Manufacturing

Chairman

Venable, Richard

Total Vote Result

Voting start time 11:30:04 AM
Voting stop time 11:30:28 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	21
Abstain	0
No	0
Total Present	21

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	21	0	0	0
Total Results	21	0	0	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()				
Vance, Mark ()	X			
White, Robert ()				
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 4
No. 2017-01-10

**RESOLUTION OF THE SULLIVAN COUNTY COMMISSION
FOR ADOPTION OF A REDEVELOPMENT PLAN AND
TAX INCREMENT FINANCING AMENDMENT FOR THE
DOWNTOWN BRISTOL CBD REDEVELOPMENT DISTRICT**

WHEREAS, Bristol Housing ("Bristol Housing") pursuant to the provisions of Title 13, Chapter 20, Tennessee Code Annotated, as supplemented and amended, has the power and authority to administer redevelopment programs located within its statutory boundaries; and

WHEREAS, Bristol Housing has prepared a document entitled "Redevelopment Plan for Identified Districts & Study Areas" in conformance with Title 13, Chapter 20, Part 2, Tennessee Code Annotated, as supplemented and amended which has been adopted by the City Council of the City of Bristol, Tennessee pursuant to Resolution No. 06-14; and

WHEREAS, as previously authorized by the Sullivan County Commission, Bristol Housing conducted a public hearing on November 30, 2016, to determine the necessity for the adoption of a Redevelopment Plan for the Downtown CBD Redevelopment District on behalf of Sullivan County which includes the use of tax increment financing; and

WHEREAS, the comments and findings of said public hearing, along with the Project Proposal for the Downtown CBD Redevelopment District have been presented to the Sullivan County Commission; and

WHEREAS, Bristol Housing and the City Council of the City of Bristol, Tennessee have recommended the adoption of the Redevelopment Plan and the proposed tax increment financing amendment and have also recommended approval of the use of tax increment financing for a Project known as E.W. King Building to be located within the Downtown CBD Redevelopment District.

NOW, THEREFORE, be it resolved by the Sullivan County Commission as follows:

1. That the Redevelopment Plan for the Downtown CBD Redevelopment District, along with the proposed Amendment, as presented and recommended by Bristol Housing, a copy of the Plan and Amendment being attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, and the factual findings contained therein are affirmed and adopted by the Sullivan County Commission.
2. That use of tax increment financing as described in the Downtown CBD Redevelopment Plan as amended for use in support of the project known as E.W. King Building is hereby approved.

3. That the Sullivan County Mayor and Sullivan County Assessor are hereby authorized and empowered to negotiate and execute all such documents as may be reasonably required to implement this Plan.

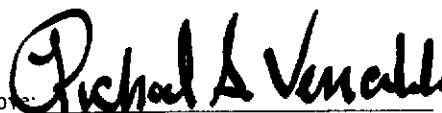
4. That Bristol Housing is hereby authorized and empowered to implement the Redevelopment Plan on behalf of Sullivan County through the execution of a Redevelopment Agreement

5. This resolution is restricted solely to the Downtown CBD Redevelopment District and is not an approval or denial of any other Redevelopment Plan or District.

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

Duly passed and approved this 21st day of February, 2017.

Attest: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsor: Commissioner Mark Vance

Co-Sponsor: Commissioner Bob White

ACTIONS: 01-17-17 - 1st Reading; Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17; Approved by Commission 2/21/17.

**DOWNTOWN CBD REDEVELOPMENT DISTRICT
E.W. KING BUILDING PROJECT
TAX INCREMENT FINANCING AMENDMENT**

Tax-increment financing ("TIF") is a redevelopment tool to be administered by housing and redevelopment authorities codified at Tenn. Code Ann. §§13-20-204 and 205, et. seq. The purpose of TIF is to provide an economic stimulus for blighted property in need of redevelopment. Upon adoption of this Amendment, TIF may be utilized to finance eligible redevelopment costs for a redevelopment project known as the E.W. King Building ("E.W. King Building") to be located within the existing Downtown CBD Redevelopment District subject to the provisions of this Amendment. The TIF shall be administered as follows:

A. District History.

The Downtown CBD Redevelopment District was designated as a Redevelopment District by BRISTOL HOUSING ("BRISTOL HOUSING") in 2005. Due to its size and key location, redevelopment of this area is a critical component to complete the transformation of the Downtown CBD Redevelopment District. The E.W. King Building Project Area of the Downtown CBD Redevelopment District is shown on the map attached as Exhibit One ("Project Area").

The Project Area is recognized as having a potential economic return to the City and County primarily due to its desirable location in the heart of downtown's central business district. Delay of the redevelopment of this site will continue to have a deteriorative impact on the adjacent commercial areas. The use of TIF will allow the redevelopment of a well-located site which has remained underutilized for decades. The existing blighting influence and underutilization would be remediated or eliminated by implementation of the proposed Redevelopment Project. Redevelopment of this area would also create approximately 25 new jobs and perhaps more depending on the ultimate use of the property. An additional 25 or more persons working and perhaps living in Downtown Bristol will also provide an economic stimulus to the downtown area. The construction contemplated by the Project will all also create jobs and generate sales tax through the purchase of materials.

Based on the foregoing circumstances and conditions, the Board of Commissioners of BRISTOL HOUSING has determined that the District is blighted as defined by TCA 13-20-201 et seq. The District experiences the following conditions:

1. Long-term vacant and underutilized property.
2. Deleterious land use.
3. Blighting effect of the continued vacancy and deterioration of the property and impact to the surrounding properties.

It is recommended that the project be redeveloped, rehabilitated and/or renovated in order to correct such blighted and deteriorated conditions.

B. District Zoning and Land Use.

The redevelopment of the District shall comply with the Zoning Ordinances and building codes as well as other applicable rules, laws, ordinances, codes and regulations of the City. BRISTOL HOUSING shall also review the Plan and any redevelopment projects within the District with appropriate City agencies and officials to ensure that the Plan and the proposed redevelopment activities conform with local objectives relating to appropriate land uses, improved traffic flow, public transportation, public utilities, recreation and community facilities and other public

improvements and needs. For a more complete description of the requirements and restrictions of the Zoning Ordinances of the City, reference should be made to the Ordinances themselves. This property should continue to be zoned B-2 by the City of Bristol.

The City and BRISTOL HOUSING will cooperate in the planning and construction of improvements to the streets, roadways, sidewalks, curbs and gutters, parking systems, lighting, landscaping and traffic signalization and control.

C. Estimated Cost of the Project.

The total estimated costs of all the proposed improvements to be made by Champion Property Development, LLC (the "Developer") for the E.W. King Building is \$ 2,800,000.00. The proposed improvements include removal and replacement of the existing windows and sprinkle system; new elevators, stairwells and restrooms; upgrades to the electrical system, the exterior façade and brickwork; and the build out of one or more floors to meet the needs of potential tenants (the "Redevelopment Project"). In addition, BRISTOL HOUSING will be paid an annual administration fee equal to five percent of the total annual tax increment revenue received by BRISTOL HOUSING. The Project will be located upon Sullivan County Tax Map 020D, Control Map 020D, Group F, Parcel 025.00 which is the sole tax parcel within the Project Area. The TIF shall be limited to eligible expenditures for the Redevelopment Project within the Project Area.

D. Sources of Revenue to Finance the Cost of the Project.

The primary sources of revenue to pay for the Redevelopment Project is an investment in the amount of \$2,800,000.00 from the Developer and tax increment based debt (to be issued by the BRISTOL HOUSING in the form of bonds, notes, or other indebtedness) in an amount not to exceed \$ 475,000.00, but in no event in an amount to exceed the estimated amount of debt that can be amortized over the 15 year increment periods which are hereby authorized by City of Bristol (the "City") and Sullivan County, Tennessee (the "County"). Current projections suggest that the tax increment from the proposed improvements within the Project Area will be sufficient to retire this amount of indebtedness within a fifteen year amortization period for both the City and the County.

The total current property tax assessment for the Project Area is \$119,840.00. This results in annual property tax payments to the City in the amount of \$2,696.00 and annual property tax payments to the County in the amount of \$3,086.36. The Redevelopment Project would result in a total estimated assessed value for property within the Project Area of \$1,200,000.00. Based on current tax rates, this would result in total estimated annual city taxes of \$27,000.00 and total estimated annual county taxes of \$ 30,904.80. Because Sullivan County has dedicated \$0.2344 of its \$2.5754 tax rate for repayment of indebtedness and the City of Bristol has dedicated \$0.13 of its \$2.25 tax rate for repayment of indebtedness, that portion of the increment, pursuant to Tenn. Code Ann. §§13-20-205 and 9-23-103, shall not be allocated as provided in Paragraph G below but shall be collected and paid to the respective taxing agency as all other property taxes are collected and paid. Thus, the estimated total available increment from Sullivan County taxes after the administration fee and statutory debt service set aside is \$ 24,716.92. The estimated total available increment from City of Bristol taxes after the administration fee and statutory debt service set aside is \$22,899.39 resulting in an estimated total annual available tax increment from City and County of \$ 46,471.42. A detailed calculation of these estimated projections is attached hereto as Exhibit Two. The redevelopment of the Project Area will not occur to the degree proposed without the use of tax-increment financing.

E. Amount and the Final Maturity of Bonded or other Indebtedness to be Incurred.

The amortization period for any indebtedness backed by the tax-increment revenue generated within the Project Area shall be no more than fifteen years from the date of issuance of the debt. In any event, the final maturity date of all indebtedness issued pursuant to this Amendment shall be on or before May 15, 2034. Upon retirement of all bonds, loans, or other indebtedness incurred and payable from tax-increment funds, or at such time as monies on

deposit in the tax-increment fund or funds are sufficient for such purpose, all property taxes resulting from the incremental development of the project shall be retained by the appropriate taxing agency for disbursement according to law.

F. Impact of the Tax-Increment Financing Provisions Upon Taxing Agencies.

The total assessment of the City of Bristol's real property tax base for the 2016 tax year is approximately \$ 608,567,950. The total assessment of Sullivan County's real property tax base for the 2016 tax year is approximately \$3,099,352,235. The current assessment of the Project Area represents 0.0002 % of the City of Bristol's property tax base and 0.000039% of the Sullivan County property tax base. The estimated assessment of the Proposed Improvements would represent 0.002 % of the current City of Bristol tax base and 0.00039 % of the current Sullivan County tax base. Based on these small percentages, the City and the County (the two taxing agencies affected by this Redevelopment Project) will not be substantially impacted financially by this tax-increment financing provision.

The development of the Redevelopment Project will result in additional workers and economic activity within the Redevelopment District. It is estimated approximately 20 total jobs could be created during the construction phase of the Redevelopment Project with total wages in excess of \$1,000,000.00 which results in significant local taxes and other revenue for local governments. In addition, the long term impact includes the addition of workers to the Downtown area and creates a total of approximately 25 jobs which with total wages of almost \$1,000,000.00 annually resulting in significant local taxes and other revenue for local governments. While all these numbers rely on certain assumptions and projections, the end result of the Redevelopment Project is that a a long underutilized building will be redeveloped, jobs will be created and the City and County will receive a substantial economic boost.

G. Division of Property Taxes.

Upon approval of this Amendment, the taxes levied and collected over the Project Area shall be collected by the appropriate taxing authorities in the same manner as provided by law, except that said taxes shall be divided as follows:

1. The portion of the taxes which would be produced by the rate at which the tax is levied each year by each taxing agency, upon the assessed value of such property within the Project Area as of the 2016 tax year (which is the year of approval of this TIF amendment) ("Base Assessment"), shall be allocated to, and when collected, shall be paid to, the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid; provided, that in any year in which taxes of the Project Area are less than the Base Assessment and the Dedicated Taxes, there shall be allocated and paid to those respective taxing agencies only those taxes actually imposed and collected; and provided further, that, in any year or years in which the Base Assessment would be diminished solely due to a rate reduction under Title 67, Chapter 5, Part 17, of the Tennessee Code, the Base Assessment shall nevertheless be established at the amount originally determined.

2. Subject to the restraints herein and applicable law, all the taxes levied in each year in excess of the Base Assessment and Dedicated Taxes shall be allocated to and, when collected, shall be paid into a special fund or funds of BRISTOL HOUSING to pay the administration fee and to pay the principal of and interest on any bonds, loans or other indebtedness incurred or to be incurred by BRISTOL HOUSING to finance or refinance, in whole or in part, eligible redevelopment expenses of the Redevelopment Project contemplated by the Redevelopment Plan, and such other expenses as may be allowed by law.

3. Upon retirement of all bonds, loans or other indebtedness incurred by BRISTOL HOUSING and payable from such special fund or funds, or at such time as monies on deposit in such special fund or funds are sufficient for such purpose, all taxes levied each year in excess of the Base Assessment and Dedicated Taxes shall, when collected, be paid to the respective taxing agency as taxes levied by such taxing agencies on all other property are paid, and BRISTOL HOUSING shall give notice to all affected taxing agencies of such retirement. Excess taxes beyond amounts necessary to fund or reserve for eligible expenditures may be applied to principal and interest of debt incurred to finance such eligible expenditures or shall revert to the taxing agency general fund. In any event, the division of property taxes required by this document shall not continue for any tax year beyond 2033.

H. Property Tax Assessments and Collection.

1. The appropriate assessor shall, in each year during the period in which taxes are to be allocated to BRISTOL HOUSING pursuant to Paragraph G, compute and certify the net amount, if any, by which the current assessed value of all taxable property located within the Project Area which is subject to taxation by the particular taxing agency exceeds the base assessment. The net amount of any such increase is referred to in this subdivision as the incremental value for that particular year.

2. In any year in which there exists a tax increment to be allocated to BRISTOL HOUSING, the appropriate assessor shall exclude it from the assessed value upon which the appropriate assessor computes the tax rates for taxes levied that year by the taxing agency. However, the assessor shall extend the aggregate tax rate of such taxes against the Base Assessment and the incremental value and shall apply the taxes collected there from as provided herein.

3. If in any year property comprising a portion of the Project Area shall be removed from the tax rolls of a taxing agency, the Base Assessment for the Project Area shall be reduced by the amount of the Base Assessment allocable to the property so removed for each subsequent year in which taxes are to be allocated to a particular authority pursuant to the above provisions.

I. Documentation for Assessor's Office.

Upon approval of this Amendment, BRISTOL HOUSING shall transmit to the assessor of property and the chief financial officer for each taxing agency affected, a copy of the description of all land within the Project Area (including tax parcel numbers), the date or dates of the approval of the redevelopment plan or amendment thereto, a copy of the resolution approving the redevelopment plan or approving an Amendment thereto, a map or plat indicating the boundaries of such property and the Base Assessment with respect to the Project Area, and taxes shall thereafter, when collected, be allocated and paid in the manner provided herein.

J. Excluded Taxes.

Notwithstanding anything to the contrary in this section, taxes levied upon property subject to tax-increment financing provisions by any taxing agency for the payment of principal of and interest on all bonds, loans or other indebtedness of such taxing agency, and taxes levied by or for the benefit of the State of Tennessee (herein "Dedicated Taxes"), shall not be subject to allocation as provided in Paragraph G but shall be levied against the property and, when collected, paid to such taxing agency as taxes levied by such taxing agency on all other property are paid and collected.

K. Interpretation.

This tax-increment financing amendment is being proposed pursuant to *Tenn. Code Ann. § 13-20-201, et. seq.* and *Tenn. Code Ann. § 9-23-101, et. seq.* and all relevant provisions are hereby incorporated herein by reference. All provisions of this Amendment shall be construed in a manner consistent with said Code sections.

L. Conditions of Tax Increment.

BRISTOL HOUSING shall enter into a redevelopment agreement with Developer which requires Developer to pursue and complete the Redevelopment Project in a diligent manner, and in accordance with plans and specifications approved by BRISTOL HOUSING. The redevelopment agreement to be entered into between BRISTOL HOUSING and Developer shall contain such terms as BRISTOL HOUSING believes reasonably necessary to accomplish this purpose.

EXHIBIT ONE

MAP OF E.W. KING BUILDING PROJECT AREA LOCATED IN DOWNTOWN CBD REDVELOPMENT DISTRICT

EXHIBIT TWO

TIF ESTIMATE
E.W. KING BUILDING PROJECT AREA
DOWNTOWN CBD
REDEVELOPMENT DISTRICT

Total Original Assessed Value	\$119,840.00
County Tax Rate	2.5754
City Tax Rate	2.25
Total Proposed Assessed Value	\$1,200,000.00
County Debt Service Set Aside	0.1667
City Debt Service Set Aside	0.13
Total Proposed County Taxes	\$30,904.80
Current County Taxes	\$3,086.36
Proposed County Increment	\$27,818.44
County Debt Service Set Aside	\$1,800.63
Total Available County Increment	\$26,017.81
Net County Increment after Fee	\$24,716.92
Total Proposed City Taxes	\$27,000.00
Current City Taxes	\$2,696.40
Proposed City Increment	\$24,303.60
City Debt Service Set Aside	\$1,404.21
Total Available City Increment	\$22,899.39
Net City Increment After Fee	\$21,754.42
Net Available City and County Increment	\$46,471.34

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

13 Item # 4: Old Business Resolution No. 2017-01-10 Sponsors: Vance/ White
Vote

Long description

RESOLUTION For Adoption Of A Redevelopment Plan And Tax Increment Financing Amendment For The Downtown Bristol CED Redevelopment District

Chairman Venable, Richard

Total Vote Result

Voting start time **12:07:17 PM**
 Voting stop time **12:07:39 PM**
 Voting Configuration **Vote**
 Voting mode **Open**
Vote Result

Yes	19
Abstain	1
No	2
Total Present	22

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	19	1	2	<i>2 2/21/17</i>
Total Results	19	1	2	<i>2 2/21/17</i>

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()		X		
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()				
Johnson, Matthew ()	X			
Kilgore, Bill ()			X	
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()			X	



Sullivan County

Board of County Commissioners
237th Annual Session

Item 5
No. 2017-01-11
AMENDED

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of January 2017.

RESOLUTION To Approve Establishing An Annual Appropriation To Rocky Mount Historical Association For Services To Sullivan County

WHEREAS, Rocky Mount State Historic Site has been a popular tourist site and destination for visitors to Sullivan County for over 50 years. Each year approximately 14,000 visitors tour the historic site from mid-March through the first of December; and

WHEREAS, Rocky Mount is only partially funded by the state (27%) and relies heavily upon tours, school groups, and donations for funding; and

WHEREAS, Rocky Mount has been accommodating and welcoming in providing Sullivan County citizens in the Piney Flats community with a location to adequately serve as a voting precinct. Additionally, Rocky Mount staff are still needed to work those days to provide services that are needed to assist with election officials and voters. Rocky Mount is the most logical location for a voting precinct in the Piney Flats area and the Election Commission wishes to continue to utilize this facility in the future.

WHEREAS, the Rocky Mount Historical Association daily fulfills its mission to "enrich the lives of the public through educational programs focused upon customs, values, and practices of the early settlers" by accommodating and welcoming travelers and tourists to our area, field trips from school groups, venue for community events, and serving Sullivan County citizens in the Piney Flats community as a voting precinct.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves establishing an annual appropriation of \$1500.00 to the Rocky Mount Historical Association for their services to Sullivan County. Said appropriation beginning in the FY 2016-17 with funds being appropriated from the General Fund. Account Codes to be assigned by the Director of Accounts and Budgets.

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

Approved this 21st day of February 2017.

Attest: Jeanie Gammon, County Clerk

Approve: Richard S. Venable, County Mayor

Sponsored By: Commissioner Andy Hare
Co-Sponsor(s): Commissioner Sherry Grubb

ACTIONS: 01-17-17 - 1st Reading; Amended by sponsor 2/6/17; Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17; Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
23rd Annual Session*

Item 6
No. 2017-02-12

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION to Amend the Approved Cooperative Purchasing Agreements for the use and benefit of all County Departments and the Department of Education

WHEREAS, in November 2014 the Sullivan County Board of Commissioners on Resolution 2014-10-66 approved for Sullivan County Purchasing to utilize master cooperative purchasing agreements as set forth in Tennessee Code Annotated (TCA) §12-3-1205; and

WHEREAS, these cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Sullivan County Purchasing already takes advantage of National Joint Powers Alliance (NJPA), The Cooperative Purchasing Network (TCPN), and U.S. Communities Government Purchasing Alliance, there is a fourth (4th) cooperative that has become available for Sullivan County to use—E & I Cooperative Services.

WHEREAS, Sullivan County desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, shall hereby amend the cooperative purchasing programs in which Sullivan County may participate by adding E & I Cooperative Services.

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

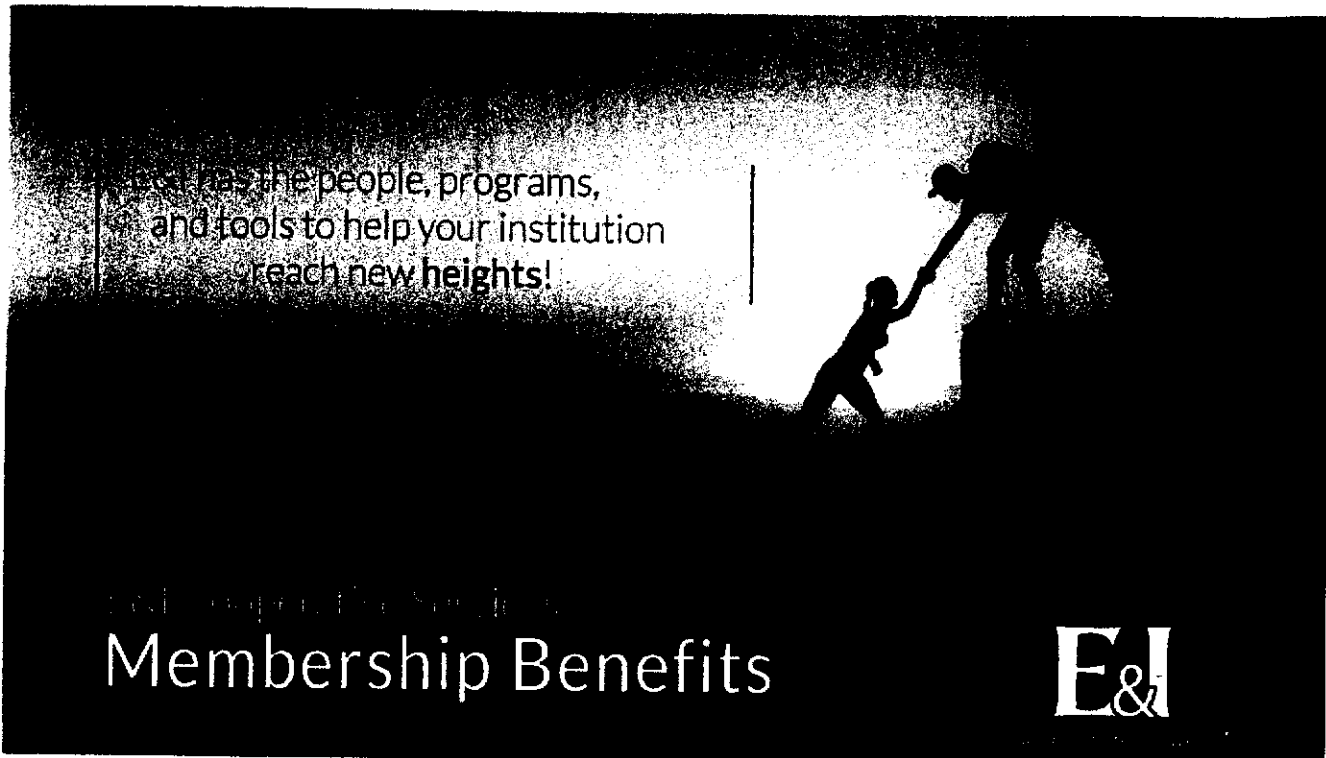
Approved this 21st day of February, 2017.

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

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

Sponsored by: Terry Harkleroad
Prime Co-Sponsor(s): Matthew Johnson

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17;
Approved by Commission 2/21/17.



Extensive Contract Portfolio

Take advantage of significant savings available through our contract portfolio of more than 100 best-in-class suppliers. Our suppliers are most committed to meeting your specialized needs and delivery requirements.

RFP Program

We've tapped the expertise of many of the best procurement experts in the country to develop our contracts. And because we take care of the entire contracting process - including research, RFP development and contract management - your staff is free to focus on other things. Our member-driven competitive solicitation process has been validated by the National Institute of Governmental Planning (NIGP).

Local Service & Support

A field-based team of Member Relations Executives located throughout the United States provides you with localized attention and support. We also align ourselves with business partners who specialize in providing outstanding local coverage.

Patronage, Rebates & Incentives

Many of our members receive patronage rewards based upon contract usage, meaning you benefit from E&I's financial success. You can also take advantage of exclusive rebate and incentive programs available through our suppliers, which can provide valuable revenue generating opportunities for your department.

E&I Consulting Group

We help you transform your procurement organization and drive value across your entire supply chain through a range of integrated services including: organization assessment and transformation, spend analytics, technology and process evaluations, ROI analysis and more.

Membership is Free!

It's easy to become an E&I member and it doesn't cost a thing. There are two types of membership available, and no reason why you shouldn't join today.

For more information, visit us at www.eandi.org. You can also contact E&I's Membership Department at membership@eandi.org.

Business Partners

Contracting opportunities for qualified vendors are available for the following categories. For more information, please contact the Contracting Officer at the address below.



Procuring. Strategically. Savings.[®]

Athletics
FieldTurf
Henry Schein, Inc. - Athletic Supplies
JMI Sports
Matrix Fitness
Navigate Research
Shaw Sports Turf
SSB

Automotive
O'Reilly Auto Parts

Books & Media
Complete Book & Media Supply
Demco, Inc.

Computer Software
Connection (formerly GovConnection)
SciQuest
SHI
TIG

Computers & Networking
Connection (formerly GovConnection)
Hewlett Packard
Juniper Networks
TIG
WESCO Distribution/CSC

Electronics & Peripherals
B&H Photo Video
SKC Communication
SKC Communication - Lecture Capture
WESCO Distribution/CSC

Express Delivery & Freight
Federal Express
Vantage Point Logistics, Inc.

Facilities
Gilbane
Gordian
Lowe's
Mobile Modular
Sightlines
SSC Service Solutions

Flooring
Bentley Mills
Interface
MityLite Inc.
Tandus Centiva US LLC

Food Service
America To Go
Food Service Program*

Furnishings
American Hotel Register
Claridge Products & Equipment

Details
High Tower Group
Max-R
MityLite Inc.
University Sleep Products

Furniture
AGATI, Inc.
American Seating Company
Coalesse
DCI, Inc. (Northeast Region Only)
Falcon
Global
Gunlocke Company
HighTower Group
Irwin Seating Company
Shelby Williams
Southwest Contract
Steelcase Inc.
Steelcase Health
Thonet
Transformations Furniture
Turnstone

IT Services
CDW Government LLC (CDW-G)
DLT Solutions - for Amazon Web Services
Connection - IT Managed Integration (formerly GovConnection)
RSM

Maintenance
Airgas
Ferguson Enterprises
Filtration Concepts (Central Region Only)
Gilbane
Gordian
Grainger
Lowe's
PPG Paints
Sherwin-Williams Company
Sightlines
SSC Service Solutions
Wayne's Roofing (Western Region Only)
Weatherproofing Technologies, Inc.
WESCO Distribution/CSC

Medical Equipment & Supplies
Airgas
Henry Schein, Inc. - Dental Supplies*
Medline Industries, Inc.
Medline Industries - Pharmaceuticals
School Health

Moving & Relocation
Allied Van Lines: Berger; NorCal; Whalens
Graebel Companies
Mayflower
North American Van Lines
United Van Lines: Armstrong; East End/
Corrigan

Office Equipment & Supplies
Canon
Pitney Bowes - Shipping & Mailing
Pitney Bowes - Production Mail & Sortation Services
Pitney Bowes - Software Services
Staples Business Advantage
Xerox Corporation

Procurement
American Express
ESM
SciQuest

Promotional Items
Staples Promotional Products

Scientific Equipment & Supplies
Airgas
The Baker Company*
Beckman Coulter
Grainger - Scientific Safety Supplies
Micro Video Instruments (CT, MA, ME, NH, NY, RI and VT Only)
Neta Scientific*
Sargent Welch
Steris Corporation*
VWR International
Ward's Science
Waters Corporation

Services
Alpha Building Corporation (Northeast Region)
Gordian
HireRight
NCSPlus Incorporated
Nouveau Construction - Energy Conservation
Nouveau Construction - JOC (Central, Southeast, and Western Regions Only)
Procurex
Rosslyn Data Technologies (formerly Rosslyn Analytics)
Schindler Elevator
Specialty Underwriters

Travel Services
Anthony Travel
Concur Technologies, Inc.
Dollar Rent-A-Car
Enterprise Rent-A-Car
Enterprise Fleet Management
Hertz Corporation
National Car Rental
Thrifty Car Rental
Wyndham Hotel Group

* Note: This contract is not available to K-12



Sullivan County

*Board of County Commissioners
23rd Annual Session*

Item 7
No. 2017-02-13

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION To Approve The Property Reappraisal Schedule For Sullivan County, Tennessee

WHEREAS, state law requires Sullivan County to approve its plan for property reappraisal every four years.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Reappraisal Plan on a four-year cycle pursuant to T.C.A. § 67-5-1601.

BE IT FURTHER RESOLVED that upon passage of this resolution, a certified copy of such plan be forwarded to the State Board of Equalization.

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

Approved this 21st day of February, 2017.

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

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

Sponsored by: Randy Morrell

Prime Co-Sponsor(s): Eddie Williams

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17;
; Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 8
No. 2017-02-14

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION Requesting \$10,000.00 Be Appropriated From The General Fund For A One Time Donation Toward The Construction Of A Gold Star Families Memorial Monument To Be Located Adjacent To The Veterans Memorial In Kingsport Tennessee

WHEREAS, There are names of soldiers who made the ultimate sacrifice of giving their lives in combat while serving the United States of America from Sullivan County during World War I, World War II, Korean War, Vietnam War, The Gulf War and current conflicts that are inscribed on the veterans memorial in Kingsport, Tennessee.

WHEREAS, Sullivan County and its residents enjoy the freedom to live in a free America that we all love due in part to the sacrifices these soldiers have made.

WHEREAS, A Gold Star family is a wife, husband, mother, father, stepmother, stepfather, parent through adoption, foster parents who stand or stood in place of parents, children, stepchildren, children through adoption, brothers, sisters, half-brothers, half-sisters, aunts, uncles, cousins, nephews, nieces, grandchildren and grandparents of a member of the Armed Forces of the United States that sacrificed their life for our way of life and the American flag under which they served.

WHEREAS, This Gold Star Families Memorial Monument will be the only such memorial located in Sullivan County dedicated to and paying tribute to the families of those whose loved ones sacrificed their lives for the freedom of America.

WHEREAS, Funds appropriated will be paid to and held by the Kingsport Chamber Foundation a 501c3 organization to be paid out as invoices are received. The estimated cost of the monument is \$75,000.00.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize that \$10,000.00 be appropriated from the General Fund to assist in the construction of a Gold Star Families Memorial Monument to be located adjacent to the Veterans Memorial in Kingsport, Tennessee.

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

Approved this 21st day of February, 2017.

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

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

Sponsored By: Commissioner John Gardner

Prime Co-Sponsor(s): Commissioners Mark Bowery, Joe Herron, Dennis Houser, Bill Kilgore, Patrick Shull, Mark Vance, Matthew Johnson, Michael Cole and Robert White , All Commissioners Voting "Aye"

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17; 2/16/17 Work Session - Sponsor requested that all those voting in the affirmative be added as co-sponsors; Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 9
No. 2017-02-15

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION requesting the granting of a Quitclaim Deed from Sullivan County Government to Mr. Peter Manderichio for the abandonment of excess right-of-way off of Massengill Park Road, Bluff City, and as illustrated on the attached survey, as prepared by Rick A. Davies, a licensed Tennessee surveyor, dated December 8, 2016

WHEREAS, the original platted right-of-way was part of the Massengill Park Subdivision, Phase I; and

WHEREAS, a 4-lot subdivision was approved on the south side of Massengill Park Road, called Massengill Meadows Subdivision which added a 75-foot by 95-foot turn-around to the end of the existing county road in front of lot 1 (see plat prepared by J. E. Horton which was recorded on May 7, 1998); and

WHEREAS, in 2012 Massengill Park Phase 1 Subdivision was re-platted and recorded (see plat by Cross Land Surveying, recorded on October 29, 2012); which abandoned the excess right-of-way on the northern side of the existing road to make way for the roadway extension and construction of Phase 2; and

WHEREAS, in 2014 Massengill Park Phase 2 Subdivision (see plat prepared by Cross Land Surveying as recorded on March 5, 2014) was approved by the Bristol Regional Planning Commission, which created 10 more lots as well as a cul-de-sac at the end of the roadway extension, thereby negating the need for the turn-around per the Massengill Meadows Subdivision (in front of applicant's property); and

WHEREAS, the excess right-of-way no longer needed due to the construction of the new cul-de-sac is illustrated on the most recent survey plat prepared by Rick A. Davies dated December 9, 2016; and

WHEREAS, such area to be abandoned by quitclaim deed is approximately .08 of an acre (3,275.01 square feet); and

WHEREAS, the applicant, Mr. Peter Manderichio has signed the Waiver/Release of Damages form dated October 18, 2016 as per county policy; and

WHEREAS, such described right-of-way illustrated on the survey has been recommended for approval by the Bristol Community Development Coordinator on January 10, 2017; and

WHEREAS, the Bristol Regional Planning Commission has also considered this petition for right-of-way abandonment at their January 23, 2017 meeting and forwards a favorable recommendation to the County Commission; and

WHEREAS, the applicant shall be responsible for any deed preparation at no cost to the county.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session does hereby approve this request by granting a Quitclaim Deed for the 3,275.01 +/- square feet of excess right-of-way to Mr. Peter Manderichio as illustrated on the attached survey.

BE IT FURTHER RESOLVED that Sullivan County claims no interest or ownership in this property.

WAIVER of RULES REQUESTED

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

Duly passed and approved this 21st day February, 2017.

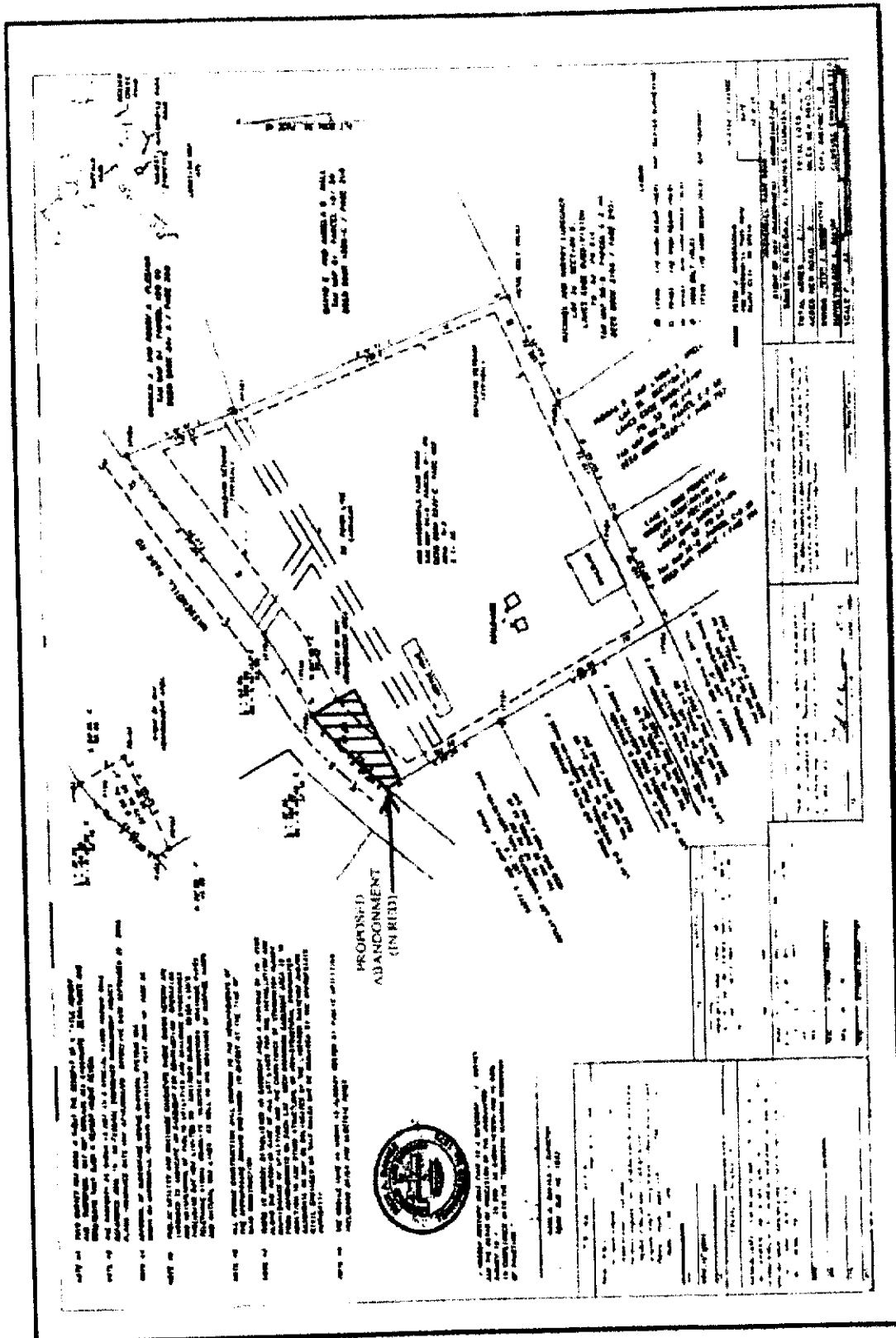
Attested: Jeanie F. Gammon
Jeanie F. Gammon, County Clerk

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

Introduced By Commissioner: Dennis Houser

Seconded By Commissioner(s): Michael Cole

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17;
Approved by Commission 2/21/17.





Sullivan County

Board of County Commissioners
237th Annual Session

Item 10
No. 2017-02-16

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION to Accept and Appropriate Additional Allocations of the Voluntary Pre-K Grant

WHEREAS, the Sullivan County Department of Education has applied for and received Additional Funding from the Voluntary Pre-K Grant specifically to fund the Pre-K program; and

WHEREAS, the 2016-2017 additional grant amount is \$90,054 with no matching funds required.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to receive, appropriate, and expend said additional grant funds; not to exceed the above amount (\$90,054), as required by the Voluntary Pre-K Contract. The revenue and expenditure account codes for the grant are as follows:

Table with 3 columns: Account Number, Account Description, Amount. Rows include: 46515 Early Childhood Education 90,054; 73400-116 Teachers 35,880; 73400-204 State Retirement 25,756; 73400-207 Medical Insurance -4,330; 73400-212 Employer Medicare 86; 73400-355 Travel 200; 73400-429 Instructional Supplies 32,462

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

Approved this 21st day of February 2017.

Attest: Jeanie Gammon, County Clerk

Approve: Richard S. Venable, County Mayor

Sponsored By: Commissioner Eddie Williams
Co-Sponsor(s): Commissioner Bob White, Angie Stanley

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17;
Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 11
No. 2017-02-17

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION to Authorize the Purchasing Agent to Enter Into a Lease of Copiers for the Sullivan County Department of Education

WHEREAS, the Sullivan County Department of Education is currently under contract for five (5) copiers that need to be upgraded to ensure operations can function adequately; and

WHEREAS, the Sullivan County Department of Education approved entering into a lease for five (5) new copiers in an amount not to exceed \$169,516.20, resulting in an estimated annual savings of \$25,723.80.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the Purchasing Agent acting on behalf of the Sullivan County Department of Education to execute a lease of copiers not to exceed \$169,516.20 to be paid in equal monthly installments of \$2,825.27 over a 60 month period with RICOH USA, Inc.

Waiver of Rules Requested

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

Approved this 21st day of February 2017.

Attest: Jeanie Gammon
Jeanie Gammon, County Clerk

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

Sponsored By: Eddie Williams
Co-Sponsor(s): Bob White; Angie Stanley

ACTIONS: Approved by Administrative Committee 2/7/17; Approved by Executive Committee 2/7/17;
Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 12
No. 2017-02-18

**RESOLUTION TO URGE PASSAGE OF THE TENNESSEE BROADBAND ACCESSIBILITY ACT BY
THE TENNESSEE GENERAL ASSEMBLY**

WHEREAS, Tennessee currently ranks 29th in the U.S. for broadband access; and

WHEREAS, 13 percent of the state lacks access to broadband and 34 percent of the state's rural residents do not have broadband coverage at the recognized minimum standards because of low population density and/or geographical constraints; and

WHEREAS, broadband access is critical for business, education, health care, and agriculture; and

WHEREAS, in response to this critical need for increased broadband access, Governor Haslam has proposed the Tennessee Broadband Accessibility Act, which would provide grants and tax credits to encourage deployment of broadband to previously unserved areas; and

WHEREAS, in addition to grants and tax credits, the Act would authorize the state's private, non-profit electric cooperatives to provide broadband throughout their territories; and

WHEREAS, the Act also provides grant opportunities for local libraries to help the libraries provide more digital literacy training to the state's citizens; and

WHEREAS, the County Legislative Body of Sullivan County, Tennessee believes the Tennessee Broadband Accessibility Act provides necessary and reasonable steps to improve broadband access in the state.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Sullivan County meeting in session at Blountville, Tennessee, on the 21st day of February, 2017, that the Tennessee General Assembly is strongly urged to pass the Tennessee Broadband Accessibility Act in order to increase broadband accessibility in the state.

BE IT FURTHER RESOLVED, that the County Clerk shall mail a copy of this resolution to the Governor, the Lieutenant Governor and the Speaker of the House.

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

Approved this 21st day of February 2017.

Attest: Jeanie Gammon
Jeanie Gammon, County Clerk

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

Sponsored By: Commissioner Angie Stanley

Co-Sponsor(s): Commissioner Bill Kilgore, Andy Hare, Mack Harr

ACTIONS: Approved by Commission 2/21/17.



Sullivan County

Board of County Commissioners
237th Annual Session

Item 13
No. 2017-02-19

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

RESOLUTION to Authorize Sullivan County to Accept the Proposal for the Railroad Crossing Improvement with the Tennessee Department Of Transportation (TDOT) Known as Project Contract #CRR070107 and Project Contract #CRR070108 and to Sign the Attached Contracts Associated Therewith

WHEREAS, there are two railroad crossings projects; both projects are at railroad crossings located on Gray Road, near Bristol, Sullivan County, Tennessee.

WHEREAS, the proposals call for Sullivan County Highway Department to perform the work and to be reimbursed by the Tennessee Department of Transportation. One of the projects requires ten percent (10%) local match and the other project requires a zero percent (0%) local match.

WHEREAS, Project Contract #CRR070107 provides for reimbursement by TDOT to Sullivan County in the amount of \$2,291.70 with no local match, and Project Contract #CRR070108 provides for a total cost of \$6,769.04 of which \$6,092.14 (90%) will be reimbursed to Sullivan County by TDOT and Sullivan County Highway Department will be responsible for the remaining \$676.90 (10%).

WHEREAS, the Tennessee Department of Transportation has accepted Sullivan County's applications and wishes to enter into contracts to fund these projects with Sullivan County.

NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners meeting in Regular Session hereby approves accepting the proposals from TDOT for Railroad Crossing Improvement Project Contracts #CRR070107 and #CRR070108 and hereby authorizes the Sullivan County Mayor to sign the attached contracts with TDOT and any and all documents necessary for said project proposals; and

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners does hereby authorize the Sullivan County Highway Department to perform the work required under the terms of the contracts and to thereafter maintain the railroad crossings from this point forward, and hereby appropriate the \$2,191.70 and \$6,092.14 to be reimbursed to Sullivan County by the Tennessee Department of Transportation to the Sullivan County Highway Department.

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

Approved this 21st day of February 2017.

Attest: Jeannie Gammon, County Clerk

Approve: Richard S. Venable, County Mayor

Sponsored By: Commissioner Bob White
Prime Co-Sponsor(s): Commissioner Cheryl Russell
ACTIONS: Approved by Commission 2/21/17.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

November 17, 2015

Jim Belgeri, Commissioner of Highways
Sullivan County Highway Department
147 County Hill Road, P.O. Box 590
Blountville, TN 37617

Subject: Highway-Rail Grade Crossing Improvement Project Contract # CRR070107

Dear Mr. Belgeri:

The Tennessee Department of Transportation has prepared an Agreement for Sullivan County for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	731123E
Federal Project Number	HSIP-R00S(247)
State Project Number	82946-2457-94
PIN Number	121815.00
Railroad Company	NS Railroad Company
Railroad Milepost	A5.17
Highway (Route)	Gray Road (0A931)
Highway Log Mile	0.007
City, County	Near Bristol, Sullivan County

Please note that on Item 2 (a), of the work agreement, TDOT will need the County to place a checkmark next to the method by which the County will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of an agreement between the Department and the County for the performance of this work.

Please have the appropriate County representative review, sign, and return Agreement to me. I will then forward the copy for TDOT Commissioner's Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the County the fully executed agreement. Upon receipt of the fully executed agreement the County may begin work.

Jim Belgerl, Commissioner of Highways
November 17, 2015
Page 2

If you have any questions regarding this matter, please contact me by phone at (615) 741-9315
or by email at Mary.D.McFarlin@tn.gov

Sincerely,



Mary McFarlin
Sr. Transportation Project Specialist
Section 130 Program

MM:dm

Enclosure: County Agreement (1 copy)

Cc: File



RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **Sullivan County, Tennessee**, hereinafter referred to as the "Local Government".

WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(247), 82946-2457-94**, at the **Gray Road (0A931)** Highway-Rail Grade Crossing **DOT No. 731-123E** located near **Bristol, Sullivan County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **November 3, 2015**, which estimate is in the amount of **\$2,191.70**, as required for the construction or installation of

- 2) Remove the existing Crossbucks sign assembly on Approach 1 (Northwest bound Gray Rd), and install one (1) sign assembly which includes one (1) back-to-back reflectorized Crossbucks sign (R15-1) (48"x9") and one (1) Stop Sign (R1-1) (36"x36"). Install a 2" strip of red or white retroreflective sheeting on front of the sign post, and install a 2" strip of white retroreflective sheeting on back of the sign post. Relocate the existing Emergency Notification sign (I-13) from the existing Crossbucks sign assembly to the proposed sign assembly,
- 3) Remove the existing Crossbucks sign assembly on Approach 2 (Southeast bound Gray Rd), and install one (1) sign assembly which includes one (1) back-to-back reflectorized Crossbucks sign (R15-1) (48"x9") and one (1) Yield Sign (R1-2) (36"x36"x36"). Install a 2" strip of red or white retroreflective sheeting on front of the sign post, and install a 2" strip of white retroreflective sheeting on back of the sign post. Relocate the existing Emergency Notification sign (I-13) from the existing Crossbucks sign assembly to the proposed sign assembly,
- 4) Install one (1) Do Not Stop On Tracks sign (R8-8) (24"x30") on Approach 1 (Northwest bound Gray Rd) adjacent to and on the northeast side of the proposed Crossbuck sign assembly,
- 5) Install a 24" wide Stop Line a minimum of 15 feet in advance of the nearest rail on Approach 1 (Northwest bound Gray Rd),
- 6) Replace one (1) existing Grade Crossing Advance Warning sign (W10-1) (36") on Approach 1 (Northwest bound Gray Rd) located approximately 175 feet in advance of the proposed Stop Line,
- 7) Install one (1) Grade Crossing Pavement Marking (RxR) (modified narrow) a minimum of 200 feet in advance of the proposed Stop Line on Approach 1 (Northwest bound Gray Rd),
- 8) Install a 24" wide Stop Line on the east side of Approach 2 (Southeast bound Gray Rd) a minimum of four (4) feet in advance of the intersecting edge of travel way for Approach 3 (Northeast bound Vance Tank Rd). Install one (1) Stop Sign (R1-1) (36"x36"). Install a 2" strip of red retroreflective sheeting on front of the sign post,

- 9) Replace and relocate one (1) existing Grade Crossing and Intersection Advance Warning sign (W10-3R) (36"x36") on Approach 3 (Northeast bound Vance Tank Rd) a minimum of 175 feet in advance of the Approach 2 (Southeast bound Gray Rd) intersection,
 - 10) Replace and relocate one (1) existing Grade Crossing and Intersection Advance Warning sign (W10-3L) (36"x36") on Approach 4 (Southwest bound Vance Tank Rd) a minimum of 175 feet in advance of the Approach 2 (Southeast bound Gray Rd) intersection
 - 11) Replace one (1) existing Dead End sign (W14-1) (30"x30") on the west side of Approach 1 (Northwest bound Gray Rd) located approximately 25 feet south of the Crossing,
 - 12) Install 4" single solid white edgelines within the proposed widening limits of Approach 1 (Northwest bound Gray Rd),
- (hereinafter referred to as the "Railroad Crossing Approaches Work"); **Items are numbered to correspond with the Aerial Drawing in Exhibit A and**

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

- 1. (a) The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".
- (b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

- 2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

_____ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

_____ By use of an existing continuing contract (provided that the costs are reasonable).

_____ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.

- (c) The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
 - (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
 - (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for

such purposes under prior authority and appropriation granted to TDOT by the General Assembly.

6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
 - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
 - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.
 - (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
 - (d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
 - (f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.

- (g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
 8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
 9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
 10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 11. The Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this

Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.
17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
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shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

20. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Multimodal Transportation Resources
Highway Railroad Crossing Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0349
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0326
Fax: (615) 532-5988

To the Local Government:

Jim Belgeri, Commissioner of Highways
Sullivan County Highway Department
147 County Hill Road, P.O. Box 590
Blountville, TN 37617
Fax (423) 279-2876

With a copy if requested by the Local Government to:

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sullivan County, Tennessee

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

John C. Schroer
Commissioner

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM :

BY: _____
County Attorney

BY: _____
John H. Reinbold
General Counsel

**SULLIVAN COUNTY
HIGHWAY DEPARTMENT**
P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

**JIM BELGERI
HIGHWAY COMMISSIONER**

**PHONE (423) 279-2820
FAX (423) 279-2876**

November 3, 2015

Mr. David J Martin
Tennessee Department of Transportation
Division of Multimodal Transportation Resources
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

**Subject: Cost Estimate for Railroad Crossing Safety Improvements
Federal Project #HSIP-R00S (247), State Project #82946-0457-94
Gray Road (OA931), Sullivan County, Tennessee**

Dear Mr. Martin:

Please be advised that Sullivan County is willing to participate in the project for Railroad Crossing Safety Improvements on Gray Road (OA931) and to commit to the required 10% funding match in support of this project. Federal Project #HSIP-R00S (247)/State Project #82946-0457-94 will be executed in accordance with your request of October 5, 2015. We are submitting herewith our cost estimate for the work at the varying levels of reimbursement.

I can be reached by phone at 423-341-6181 or by e-mail at jim.belgeri@sullivancountyttn.gov.

With best regards I remain,



Jim Belgeri
Commissioner of Highways

cc: Chris Salley
Jason Miller

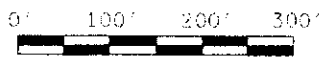
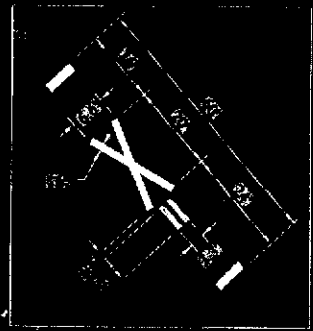
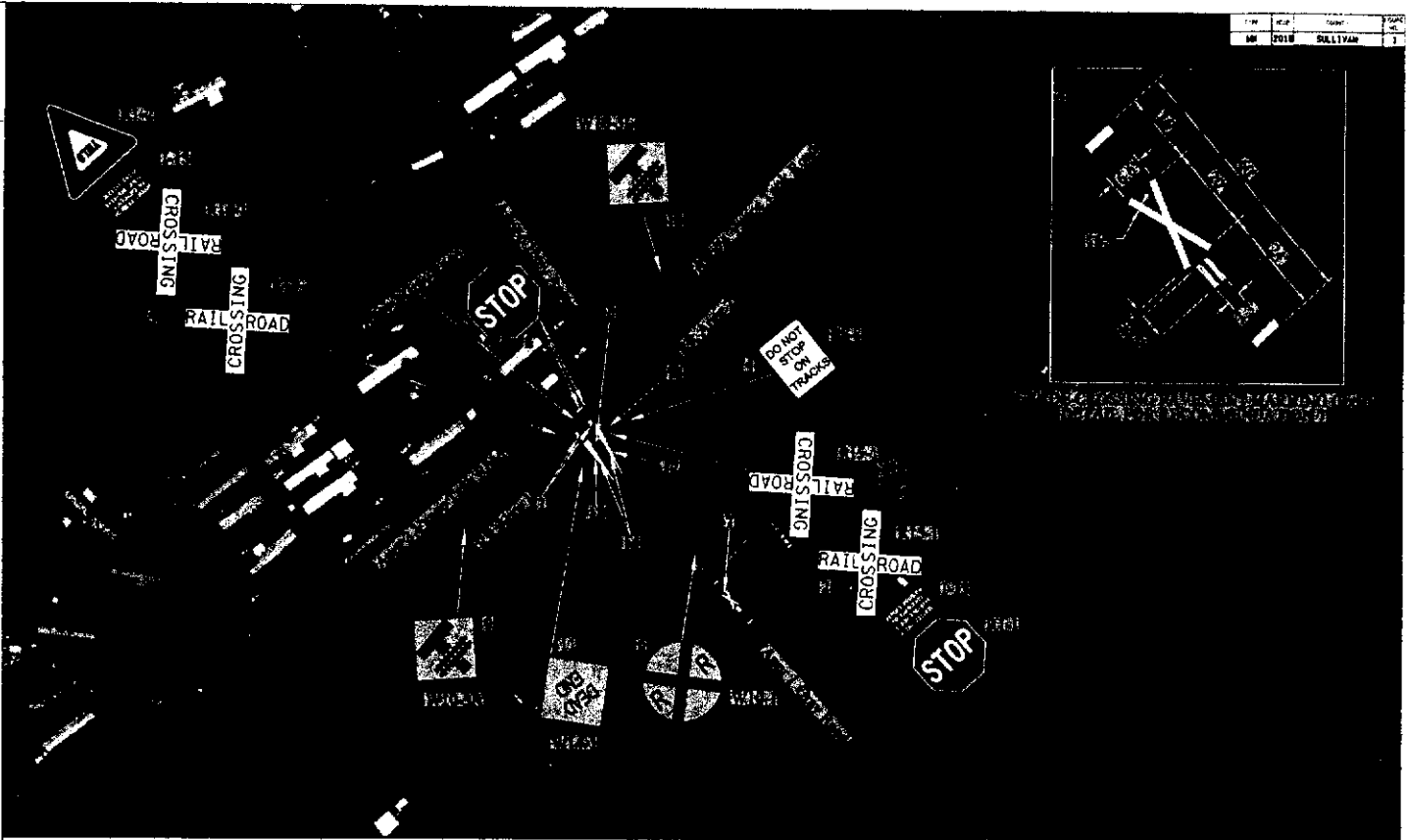
Railroad Crossing Safety improvements
Federal Project #HSIP-R005(247)
State Project #82946-0457-94
Gray Road (0A931)
Cost Estimate 100% Reimburse

Exhibit A, Page 2 of 3

ITEM	QTY.	COST EACH	100% reimburse	90% reimburse
Stop Sign R1-1	2	\$27.00	\$54.00	
Yield Sign R1-2	1	\$22.00	\$22.00	
Cross Buck (back-to-back) R15-1	2	\$44.00	\$88.00	
Grade Crossing Adv. W10-1	2	\$41.75	\$83.50	
Grade Cross. Int. Adv. W10-3	2	\$40.00	\$80.00	
Post	9	\$12.00	\$108.00	
White/red Reflective Strip roll	1	\$135.00	\$135.00	
Stop Bar 24" wide	2	\$96.30	\$192.60	
Dead End Sign W14-1	1	\$27.00	\$27.00	
Edgelines, feet	200	\$1.25	\$250.00	
Grade X Pavement Marking	1	\$245.60	\$245.60	
Do not Stop on Tracks R8-8	1	\$24.75	\$24.75	
Labor, Man-Hours	30	\$24.00	\$720.00	
Fuel, Gal. (Diesel)	75	\$2.15	\$161.25	
			\$2,191.70	n/a

PROJECT NO. _____
 DATE _____
 FILE NO. _____

DATE	BY	REVISION
06/20/18	BALLIVAN	1



MULTIMODAL
 GRAY ROAD
 L.M. 0.007, CROSSING 731123E
 SULLIVAN COUNTY

Exhibit A, Page 1 of 3



STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
 SYSTEMS TRANSPORTATION
 OPERATIONS DIVISION
 FIGURE 1
 GRAY ROAD
 L.M. 0.007
 CROSSING 731123E



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

November 17, 2015

Jim Belgeri, Commissioner of Highways
Sullivan County Highway Department
147 County Hill Road, P.O. Box 590
Blountville, TN 37617

Subject: Highway-Rail Grade Crossing Improvement Project Contract # CRR070108

Dear Mr. Belgeri:

The Tennessee Department of Transportation has prepared an Agreement for Sullivan County for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	731123E
Federal Project Number	HSIP-R00S(247)
State Project Number	82946-2457-94
PIN Number	121815.00
Railroad Company	NS Railroad Company
Railroad Milepost	A5.17
Highway (Route)	Gray Road (0A931)
Highway Log Mile	0.007
City, County	Near Bristol, Sullivan County

Please note that on Item 2 (a), of the work agreement, TDOT will need the County to place a checkmark next to the method by which the County will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of an agreement between the Department and the County for the performance of this work.

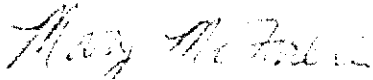
Please have the appropriate County representative review, sign, and return Agreement to me. I will then forward the copy for TDOT Commissioner's Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the County the fully executed agreement. Upon receipt of the fully executed agreement the County may begin work.

Jim Belgeri, Commissioner of Highways
November 17, 2015
Page 2

If you have any questions regarding this matter, please contact me by phone at (615) 741-9315
or by email at Mary.D.McFarlin@tn.gov

Sincerely,



Mary McFarlin
Sr. Transportation Project Specialist
Section 130 Program

MM:dm

Enclosure: County Agreement (1 copy)

Cc: File



RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **Sullivan County, Tennessee**, hereinafter referred to as the "Local Government".

WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(247), 82946-2457-94**, at the **Gray Road (0A931) Highway-Rail Grade Crossing DOT No. 731-123E** located near **Bristol, Sullivan County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **November 3, 2015**, which estimate is in the amount of **\$6,769.04** in which the total cost is to be split **10% for Sullivan County (\$676.90)** and **90% for TDOT (\$6,092.14)**, as required for the construction or installation of

13) Extend both ends of the existing 36" diameter culvert that crosses Approach 1 (Northwest bound Gray Rd) approximately 15 feet southeast of the nearest rail of the Crossing by 10 feet per culvert end (20 feet extension total). Abandon the existing 24" diameter culvert that crosses Approach 1 (Northwest bound Gray Rd) approximately 10 feet southeast of the nearest rail of the Crossing by plugging the end located on the southwest side of the approach (the end located on the northeast side of the approach is currently plugged),

14) Widen Approach 1 (Northwest bound Gray Rd) from approximately 12 feet in width beginning 60 feet southeast of the nearest rail of the Crossing and extending northwest to 24 feet in width 10 feet southeast of the nearest rail of the crossing,

(hereinafter referred to as the "Railroad Crossing Approaches Work"); **Items are numbered to correspond with the Aerial Drawing in Exhibit A** and,

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

- 1. (a)** The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this

Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A" and Exhibit "B".

- (b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
2. (a) The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

_____ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

_____ By use of an existing continuing contract (provided that the costs are reasonable).

_____ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

- (b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to

perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.
- 3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.
- 4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.
- 5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.
- 6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:
 - (a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.
 - (b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.

- (c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
 - (d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
 - (e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.
 - (f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.
 - (g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local

Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.

8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
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To TDOT:

Tennessee Department of Transportation
Attention: Multimodal Transportation Resources
Highway Railroad Crossing Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0349
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0326
Fax: (615) 532-5988

To the Local Government:

Jim Belgeri, Commissioner of Highways
Sullivan County Highway Department
147 County Hill Road, P.O. Box 590
Blountville, TN 37617
Fax (423) 279-2876

With a copy if requested by the Local Government to:

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sullivan County, Tennessee

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____

John C. Schroer
Commissioner

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM :

BY: _____
County Attorney

BY: _____
John H. Reinbold
General Counsel

**SULLIVAN COUNTY
HIGHWAY DEPARTMENT**
P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

**JIM BELGERI
HIGHWAY COMMISSIONER**

**PHONE (423) 279-2820
FAX (423) 279-2876**

November 3, 2015

Mr. David J Martin
Tennessee Department of Transportation
Division of Multimodal Transportation Resources
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

**Subject: Cost Estimate for Railroad Crossing Safety Improvements
Federal Project #HSIP-R00S (247), State Project #82946-0457-94
Gray Road (0A931), Sullivan County, Tennessee**

Dear Mr. Martin:

Please be advised that Sullivan County is willing to participate in the project for Railroad Crossing Safety Improvements on Gray Road (0A931) and to commit to the required 10% funding match in support of this project. Federal Project #HSIP-R00S (247)/State Project #82946-0457-94 will be executed in accordance with your request of October 5, 2015. We are submitting herewith our cost estimate for the work at the varying levels of reimbursement.

I can be reached by phone at 423-341-6181 or by e-mail at jim.belgeri@sullivancountyttn.gov.

With best regards I remain,



Jim Belgeri
Commissioner of Highways

cc: Chris Salley
Jason Miller

Railroad Crossing Safety improvements
Federal Project #HSIP-R00S(247)
State Project #82946-0457-94
Gray Road (0A931)
Cost Estimate 90% Reimburse

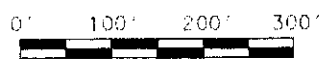
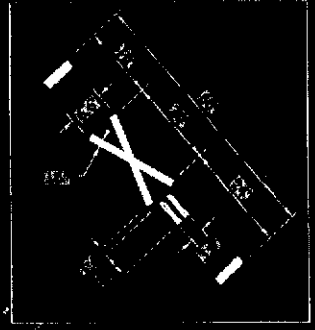
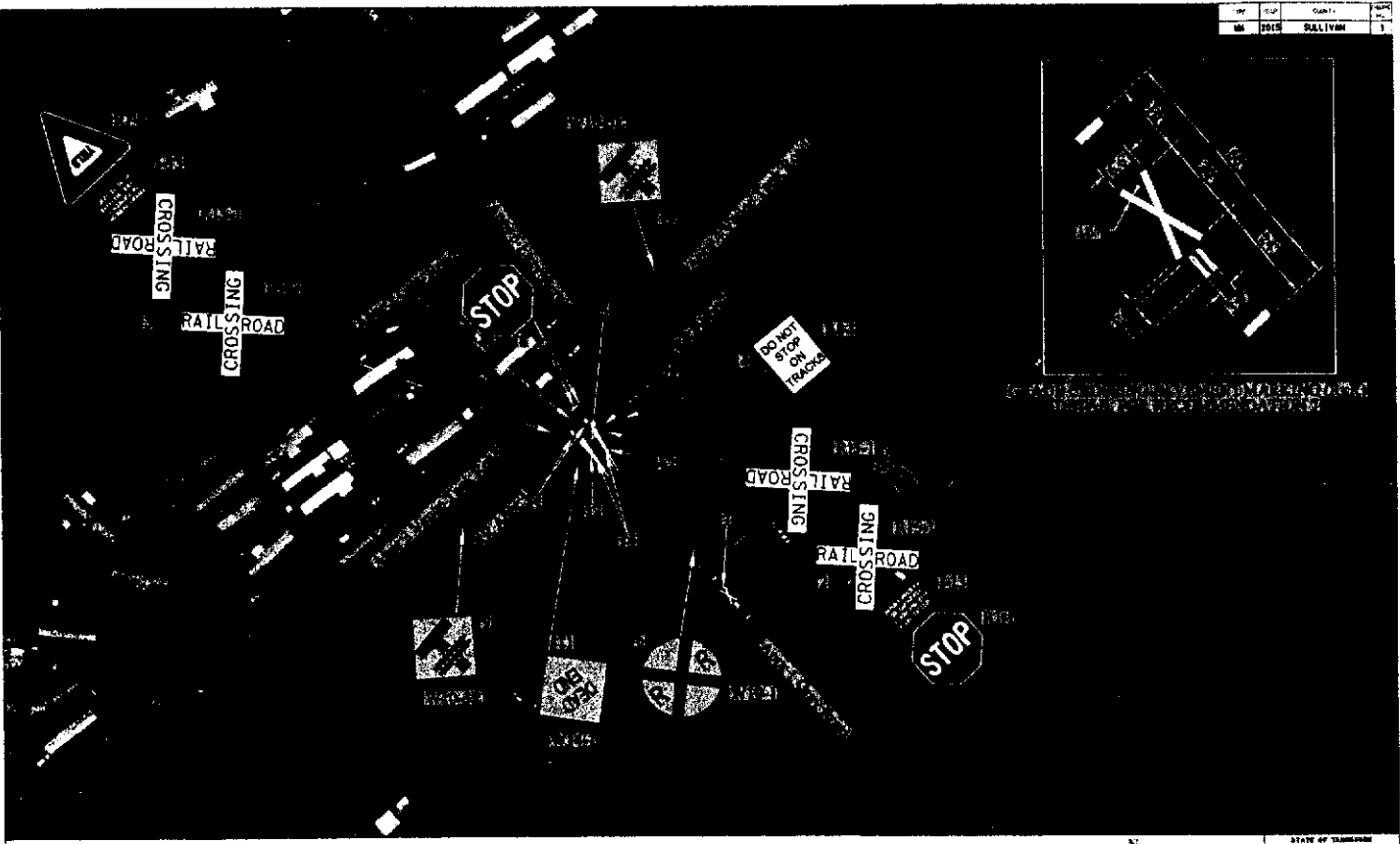
Exhibit A, Page 2 of 3

ITEM	QTY.	COST EACH	100% reimburse	90% reimburse
Tile 24" x 10', ft.	20	\$19.26	\$385.20	
24" bands, ea	2	\$38.52	\$77.04	
Gravel #57, ton	50	\$15.60	\$780.00	
Resurfacing, ton	16	\$69.80	\$1,116.80	
Labor, Man-Hours	100	\$24.00	\$2,400.00	
Dump Truck FEMA 8720, day	2	\$450.00	\$900.00	
Paver FEMA 8433, day	0.5	\$1,250.00	\$625.00	
Roller FEMA 8222, day	0.5	\$250.00	\$125.00	
Backhoe FEMA 8280, day	2	\$180.00	\$360.00	
Material, Equipment, & Labor			\$6,769.04	\$6,092.14

10/30/15

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 FILE NO. _____

NO.	DATE	BY
0018	03/11/18	SULLIVAN



MULTIMODAL
 GRAY ROAD
 L.M. 0.007, CROSSING 731123E
 SULLIVAN COUNTY

Exhibit A Page 3 of 3



STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 FIGURE 1
 GRAY ROAD
 L.M. 0.007
 CROSSING 731123E

Calculation of Contract Amount

Item	Federal Funding *	Estimated Cost	Federal-Funds from 7001-130 Program	10% Match by Local Agency
Paving	90%	\$6,769.04	\$6,092.14	\$676.90
Totals:		\$6,769.04	\$6,092.14	\$676.90

* In accordance with 23 U.S.C 120(c). A 10% match by the Local Agency is required for any improvements not eligible for 100% federal funding.

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

14 Item # 13: New Business Resolution No. 2017-02-19 Sponsors: White/ Russell
Waiver/ Vote

Long description

RESOLUTION to Authorize Sullivan County to Accept the Proposal for the Railroad Crossing Improvement with the Tennessee Department Of Transportation (TDOT) Known as Project Contract #CRR070107 and Project Contract #CRR070108 and to Sign the Attached Contracts Associated Therewith

Chairman

Venable, Richard

Total Vote Result

Voting start time **12:09:02 PM**
 Voting stop time **12:09:19 PM**
 Voting Configuration **Vote**
 Voting mode **Open**
 Vote Result

Yes	23
Abstain	0
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	23	0	0	0
Total Results	23	0	0	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

Board of County Commissioners

237th Annual Session

Item 14

No. 2017-02-20

To the Honorable Richard Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017:

RESOLUTION authorizing the implementation of the *Better Blountville Vision Plan*, which shall redirect southbound traffic from Hwy. 126 coming from Bristol towards Blountville By-Pass/Blountville Boulevard (formerly State Route 37) rather than through the Great Stage Road/Hwy.126 within the central business district in order to accommodate on-street angled parking, sidewalk improvements, landscaping and traffic calming.

WHEREAS, The *Better Blountville Vision Plan* recommends implementation of street-scaping, pedestrian access, traffic-calming and more on-street angled parking for the central business district of downtown Blountville, beginning at the intersection of SR 394 at the Courthouse towards the intersection of Blountville By-Pass/Blountville Boulevard, which consists of three blocks; and

WHEREAS, the Tennessee Department of Transportation awarded Sullivan County a Transportation Alternatives Program (TAP) grant for The *Better Blountville* project which shall fund the installation of sidewalk improvements, stormwater infrastructure improvements, landscaping, cross-walks and restriping of roadways for the purposes of creating safer and more accessible pedestrian connections between and among the businesses, schools, churches, residences and public buildings within the district; and

WHEREAS, the Sullivan County Board of County Commissioners approved Resolution 2005-05-037, which established a Truck Route on a portion of Hwy 126 within the district (see exhibit) wherein heavy equipment vehicles, trucks, semi-tractor trailers and the like would be directed to use Blountville By-Pass (former SR37) rather than through the historic district; and

WHEREAS, Blountville area is within the planning region of the Bristol Metropolitan Transportation Planning Organization; and

WHEREAS, the Bristol Metropolitan Transportation Planning Organization endorsed the County Commission Resolution back in 2005-05-037; and

WHEREAS, the existing Rights-Of-Way widths along Blountville By-Pass/Blountville Boulevard are much wider to accommodate the heavy vehicles coming from Bristol towards the interstate; and

WHEREAS, the *Better Blountville* improvements shall create, within the existing Hwy 126 rights-of-way, on-street parking for the local churches, businesses and the public coming to the courthouse as well as installation of a round-about at the intersection of the By-Pass, sidewalks, landscaping, crosswalks, traffic calming measures and one-way driving aisle with turn-lanes without the need for utility relocation; and

WHEREAS, this resolution shall reauthorize the Truck Alternative Route resolution as approved in 2005 and further carry out the *Better Blountville Vision Plan* for the central business district; and

WHEREAS, the Bristol Metropolitan Transportation Planning Organization shall, upon adoption of this resolution, shall endorse same.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session does hereby endorse the *Better Blountville Vision Plan* in order to fully implement the Scope of Work as part of the Transportation Alternatives Program project as awarded by the Tennessee Department of Transportation in 2016.

Waiver of Rules Requested

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

Duly passed and approved this February 21, 2017.

Attested: *Jeanie F. Gammon*
Jeanie F. Gammon, County Clerk

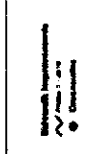
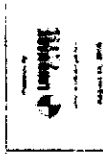
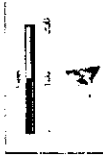
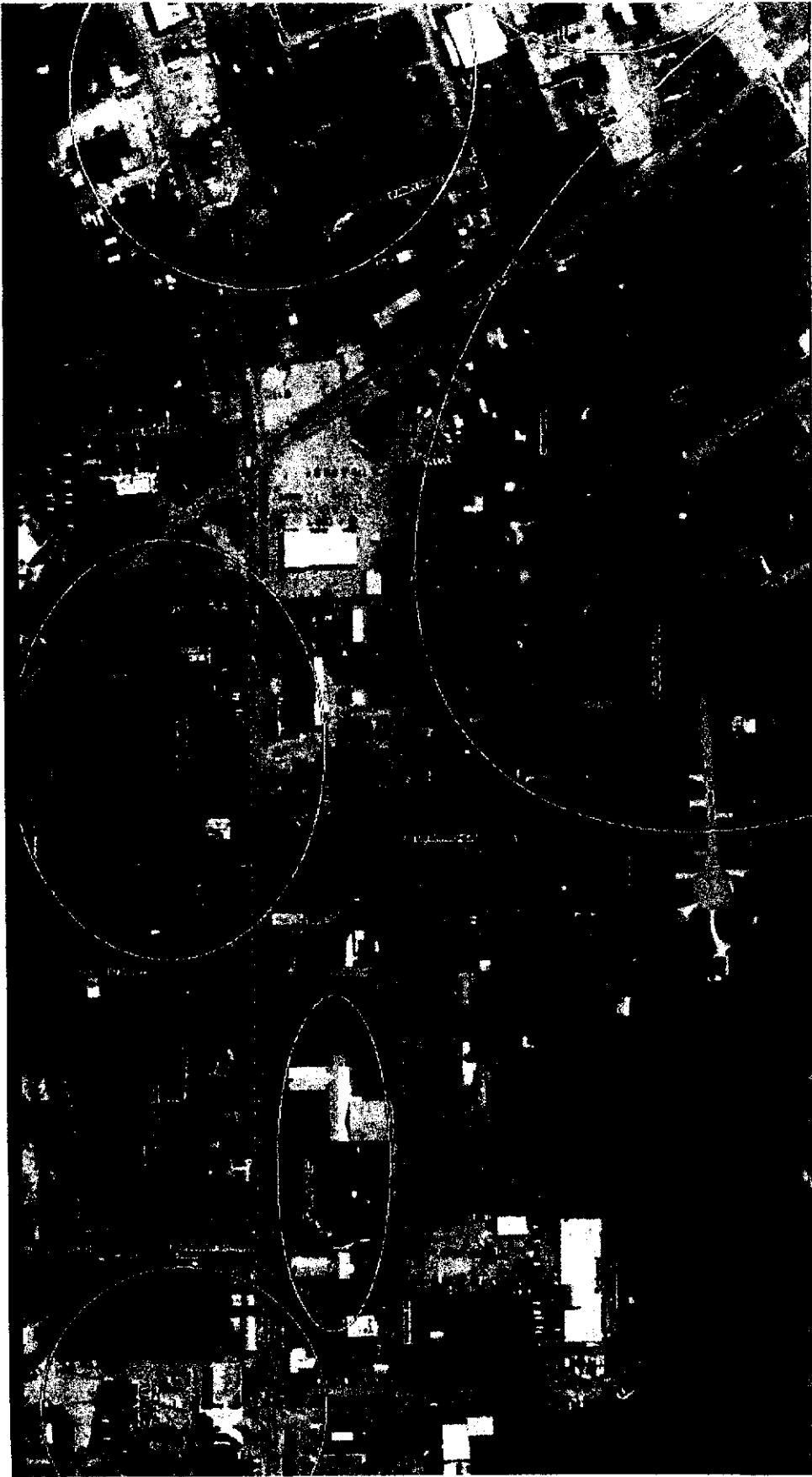
Approved: *Richard S. Venable*
Richard S. Venable, County Mayor

Introduced By Commissioner: Dennis Houser

Seconded By Commissioner(s): Michael Cole, Bob White, Mack Harr, All Commissioners

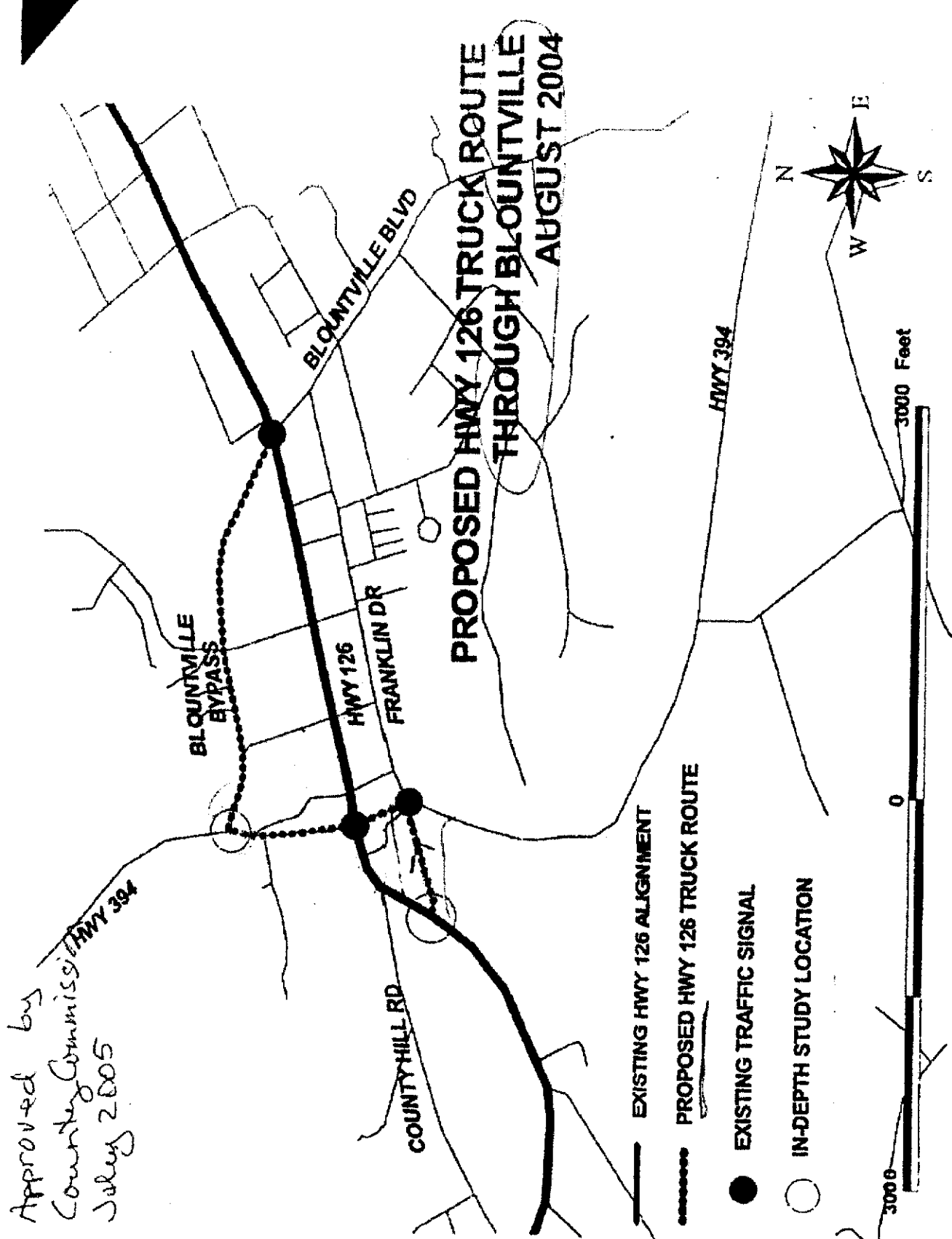
ACTIONS: Voting "Aye"

Approved by Commission 2/21/17.



Phase One - A Better Blountville





Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

15 Item # 14: New Business Resolution No. 2017-02-20 Sponsors: Houser/ Cole
Waiver/ Vote

Long Description

RESOLUTION authorizing the implementation of the Better Blountville Vision Plan, which shall redirect southbound traffic from Hwy. 126 coming from Bristol towards Blountville By-Pass/Blountville Boulevard (formerly State Route 31) rather than through the Great Stage Road/Hwy. 126 within the central business district in order to accommodate on-street angled parking, sidewalk improvements, landscaping and traffic calming

Chairman

Venable, Richard

Total Vote Result

Voting start time 12:17:40 PM
Voting stop time 12:17:56 PM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	22
Abstain	0
No	0
Total Present	22

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	22	0	0	0
Total Results	22	0	0	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()				
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 15
No. 2017-02-21

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February, 2017.

RESOLUTION TO AMEND THE HIGHWAY FUND BUDGET DISTRIBUTION FOR 2016-2017 FISCAL YEAR

WHEREAS, to close out the fiscal year, it has become necessary to transfer balances and redistribute funds to maximize the work effort of the Highway Department; and

WHEREAS, these transfers need to be made to procure the supplies for building maintenance and road and bridge repair prior to year-end.

NOW THEREFORE BE IT RESOLVED by the Sullivan County Board of Commissioners meeting in Regular Session that the Highway Department's 2016-2017 budget be amended as follows:

From: 62000-4xx \$60,000 to 61000-3xx

From: 62000-4xx \$20,000 to 63100-3xx

Waiver of the Rules Requested

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

Approved this 21st day of February, 2017.

Attest: *Jeanie Gammon*
Jeanie Gammon, County Clerk

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

Sponsored By: Commissioner Terry Harkleroad
Prime Co-Sponsor(s): Commissioner John Gardner

ACTIONS: Approved by Commission 2/21/17.

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

16 Item # 15: New Business Resolution No. 2017-02-21 Sponsors: Harkleroad/ Gardner
Waiver/ Vote

Long description

RESOLUTION TO AMEND THE HIGHWAY FUND BUDGET
DISTRIBUTION FOR 2016-2017 FISCAL YEAR

Chairman: Venable, Richard

Total Vote Result

Voting start time 12:20:21 PM
Voting stop time 12:20:53 PM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	22
Abstain	0
No	0
Total Present	22

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	22	0	0	<i>02</i>
Total Results	22	0	0	<i>02</i>

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()				
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
23rd Annual Session*

Item 16
No. 2017-02-22

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

RESOLUTION To Approve the transfer of road into North High School to Sullivan County Board of Education

WHEREAS, as part of the plan for Sullivan County to sell school bonds and build new county schools, the City of Kingsport is going to buy North High School from the Sullivan County Board of Education; and

WHEREAS, Sullivan North High School is titled in the name of Sullivan County Board of Education; and

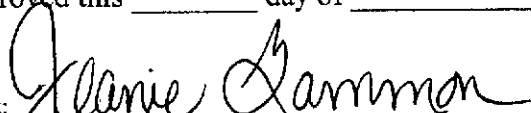
WHEREAS, the road going into North High School is currently titled in the name of Sullivan County, Tennessee, pursuant to Deed dated December 23, 1976, from Preston Farm Associates to Sullivan County, Tennessee;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the quitclaim to the Sullivan County Board of Education by Sullivan County, Tennessee, of all its interest in the road into Sullivan North High School as described in Deed dated December 23, 1976, from Preston Farm Associates, a partnership, recorded in the Register of Deeds Office for Sullivan County at Deed Book 0113C at page 0092, and the Mayor of Sullivan County is hereby authorized to execute any and all documents necessary to effectuate such transfer.

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

Approved this 21st day of February 2017.

Attest:


Jeanie Gammon, County Clerk

Approved


Richard S. Venable, County Mayor

**Sponsored By: Commissioner Mark Bowery
Co-Sponsor(s): Commissioner(s) Matthew Johnson**

ACTIONS: Amended by Sponsor 2/21/17. Approved by Commission as Amended 02/21/17.

AMENDMENT TO RESOLUTION 2017-02-22

RESOLUTION To Approve the transfer of road into North High School to Sullivan County
Board of Education

AMENDMENT #1: To clarify: This Resolution approves the quitclaim by Sullivan County, Tennessee, of all interest in real property, not just the actual road itself, conveyed to Sullivan County, Tennessee, in Deed dated December 23, 1976, from Preston Farm Associates, a partnership, recorded in the Register of Deeds Office for Sullivan County at Deed Book 0113C at page 0092.

AMENDMENT #2: Sullivan County hereby approves and authorizes the Mayor of Sullivan County to execute any documents necessary to convey all the North High School property to the City of Kingsport pursuant to an agreement between the City of Kingsport and the Sullivan County Board of Education pertaining to the conveyance of such North High School Property.

Agenda subject voting report

Conference Name **Sullivan County Commission February 2017**

2/21/2017

26 Item # 16: New Business Resolution No. 2017-02-22 Sponsors. Bowery/ Johnson
Waiver/ Vote

Long description

RESOLUTION To Approve the transfer of road into North High School to Sullivan County Board of Education

Chairman Venable, Richard

Total Vote Result

Voting start time 11:07:15 AM
Voting stop time 11:07:34 AM
Voting Configuration Vote
Voting mode Open
Vote Result

Yes	22
Abstain	1
No	0
Total Present	23

Group Voting Result

Group	Yes	Abstain	No	Absent
No group	22	1	0	0/1
Total Results	22	1	0	0/1

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()	X			
Harkleroad, Terry ()		X		
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()	X			
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



Sullivan County

*Board of County Commissioners
23rd Annual Session*

Item 17
No. 2017-02-23

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

RESOLUTION To Authorize The Purchasing Agent To Enter Into An Agreement to Lease Computer Equipment For The Office Of The Circuit Court Clerk

WHEREAS, Sullivan County is a political subdivision of the State of Tennessee and is duly organized and existing pursuant to the Constitution and laws of the State of Tennessee; and

WHEREAS, pursuant to applicable law, the Board of Commissioners of Sullivan County is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easement necessary to the functions or operations of Sullivan County; and

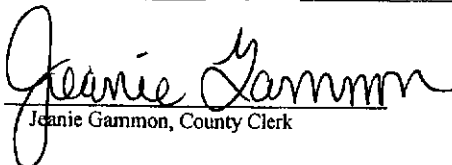
WHEREAS, the Board of Commissioners hereby finds and determines that the execution of a lease agreement in the total amount not to exceed \$72,000.00 for the purpose of acquiring computer equipment is appropriate and necessary to the functions and operations of Sullivan County office of the Circuit Court Clerk.


NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session authorizes the Purchasing Agent acting on behalf of Sullivan County and the Circuit Court Clerk to execute a lease agreement for computer equipment in an amount not to exceed \$72,000 to be paid in equal monthly installments of approximately \$1500.00 or less over a 48 month period. Costs to be funded through data fee collected in Circuit Court Clerk's office.

Waiver of Rules Requested

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

Approved this 21st day of February 2017.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Eddie Williams

Co-Sponsor(s): Commissioner Bob White

ACTIONS: Approved by Commission 2/21/17.



Sullivan County

Board of County Commissioners

237th Annual Session

Item 18
No. 2017-02-24

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

RESOLUTION to Accept the Proposal of the Tennessee Department of Transportation to Construct a Project on State Route 75 from Aviation Drive to Centenary Road (Known as State Project No. 82015-3218-94)

WHEREAS, the State of Tennessee, Department of Transportation, Region 1 Right of Way Office has identified State Route 75 from Aviation Drive to Centenary Road as being eligible for safety improvements; and

WHEREAS, the State desires to assist Sullivan County by acquiring right-of-ways for road and safety improvements; and


WHEREAS, Sullivan County and the State of Tennessee, Department of Transportation will divide responsibility for maintaining improvements to this section of roadway as defined in the contract proposal.

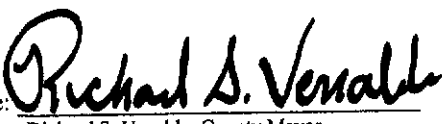
NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners hereby accept the Proposal of the Tennessee Department of Transportation to construct a project on State Route 75 from Aviation Drive to Centenary Road (Known as State Project No. 82015-3218-94) and hereby authorize the County Mayor to sign any and all documents regarding said project proposal.

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners does hereby authorize the Sullivan County Highway Department to undertake said maintenance of the County's portion, if any, of road, right-of-way and improvements.

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

Approved this 21st day of February 2017.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Angie Stanley
Co-Sponsor(s): Commissioners Baxter Hood

ACTIONS: Approved by Commission 2/21/17.



Sullivan County

*Board of County Commissioners
237th Annual Session*

Item 19
No. 2017-02-25

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of February 2017.

A RESOLUTION AMENDING THAT CERTAIN RESOLUTION ADOPTED ON DECEMBER 12, 2016 AUTHORIZING THE ISSUANCE OF SCHOOL BONDS

WHEREAS, the County Commission (the "Governing Body") of Sullivan County, Tennessee (the "County") previously adopted a resolution (the Original Resolution") on December 12, 2016 authorizing the issuance of school bonds (the "Bonds") for the purpose of constructing and equipping various school projects and sharing proceeds of such Bonds with the Cities of Bristol and Kingsport, Tennessee, to the extent not waived, as required by Sections 49-3-1003 Tennessee Code Annotated; and

WHEREAS, it is necessary to amend the Original Resolution to clarify that to the extent required by Tennessee Code Annotated, Section 49-3-1003, proceeds of the Bonds will also be shared with the City of Johnson City, Tennessee.

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

Section 1. That the Original Resolution is hereby amended by deleting the phrases "Cities of Bristol and Kingsport, Tennessee" and "the City of Bristol, Tennessee and the City of Kingsport, Tennessee" each place they appear and by substituting instead the following phrase "the Cities of Bristol, the City of Johnson City, and Kingsport, Tennessee".

Adopted and approved this 21st day of February, 2017.

Attest: *Jeanie Gammon*
Jeanie Gammon, County Clerk

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

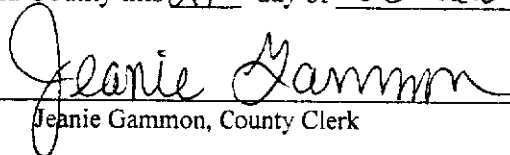
STATE OF TENNESSEE)

COUNTY OF SULLIVAN)

I, Jeanie Gammon, certify that I am the duly elected, 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, 2017, 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 amending the resolution adopted December 12, 2016 authorizing General Obligation School Bonds of said County.

WITNESS my official signature and seal of said County this 21st day of February, 2017.



Jeanie Gammon, County Clerk

Sponsored By: Commissioner Eddie Williams

Co-Sponsor(s): Commissioner Bob White

ACTIONS: Approved by Commission 2/21/17

Agenda subject voting report

Conference Name

Sullivan County Commission February 2017

2/21/2017

100 Item #19: New Business Resolution No. 2017-02-25
Sponsors: Williams / White

Voting

Long description A Resolution Amending that certain resolution adopted on December 12, 2016 Authorizing the issuance of School Bonds

Chairman Venable, Richard

Total Vote Result

Voting start time 12:25:33 PM

Voting stop time 12:25:55 PM

Voting Configuration Vote

Voting mode Open

Vote Result

Yes	21
Abstain	0
No	1
Total Present	22

Group Voting Result

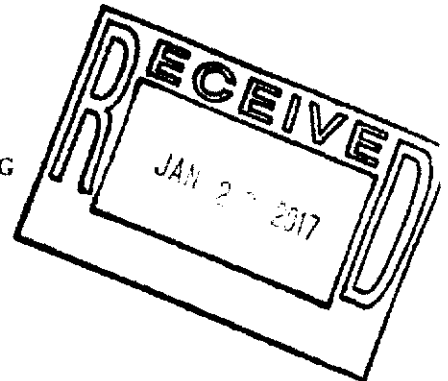
Group	Yes	Abstain	No	Absent
No group	21	0	1	0
Total Results	21	0	1	0

Individual Voting Result

Name	Yes	Abstain	No	Absent
Bowery, Mark ()	X			
Calton, Darlene ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Gardner, John ()	X			
Grubb, Sherry ()				
Hare, Andy ()				
Harkleroad, Terry ()	X			
Harr, Mack ()	X			
Herron, Joe ()	X			
Hood, Baxter ()	X			
Houser, Dennis ()	X			
Johnson, Matthew ()	X			
Kilgore, Bill ()	X			
McGlothlin, Kit ()	X			
Morrell, Randy ()	X			
Neal, Bob ()	X			
Russell, Bobby ()	X			
Russell, Cheryl ()	X			
Shull, Patrick ()			X	
Stanley, Angie ()	X			
Vance, Mark ()	X			
White, Robert ()	X			
Williams, Eddie ()	X			



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986



January 17, 2017

Honorable Richard S. Venable, County Mayor
and Honorable Board of Commissioners
Sullivan County
3411 Highway 126, Suite 206
Blountville, TN 37617

Dear Mayor Venable and Members of the Board:

Please include this letter in the minutes of the next meeting of the County Commission and provide a copy to each Commissioner.

This letter acknowledges receipt of a certified copy of the fiscal year 2017 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for determining that the budget appears to be balanced. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the County's fiscal year 2017 budget as adopted by the County Commission.

Considerations Concerning the Budget

The Office of State and Local Finance has determined that the County's budget meets basic statutory requirements, but we have detected a challenge, outlined below, that could possibly lead to financial problems in the future.

Discovery Academy Fund and Health Insurance Fund

As part of the annual budget submission process required by T.C.A. § 9-21-408, the County provided projected cash balances for the Discovery Academy Fund and the Health Insurance Fund, (the "Funds"). An analysis of the projected cash balances indicated that the Funds are

budgeted to have an amount of cash at the end of fiscal year 2017 equal to less than one-month's average monthly spending. The County's finance staff should provide the following information to the County Commission, if it does not already do so:

- An updated cash flow analysis for the Funds showing actual data from the prior month and any changes to forecasted data.
- A budget-to-actual report for the Funds including both revenue collections and expenditures.

Please submit these reports to the County Commission at each regular meeting.

As part of a financially well-run county, we recommend that the County's finance staff provide the County Commission these reports for all funds.

If you should have any questions or we may be of assistance, please feel free to call us.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

cc: Mr. Bryan Burklin, Assistant Director, Division of Local Government Audit, COT

CREDIT OPINION

8 February 2017

New Issue
Rate this Research >>

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Sullivan (County of), TN

New Issue: Moody's Assigns Aa2 to Sullivan Cnty, TN's \$140M
 GO School Bonds, Series 2017

Summary Rating Rationale

Moody's Investors Service has assigned a Aa2 rating to Sullivan County, TN's \$140 million General Obligation School Bonds, Series 2017. Moody's maintains the Aa2 rating on the county's outstanding parity debt.

The Aa2 rating reflects a stable financial position marked by satisfactory General Fund reserves and liquidity levels. The rating also reflects the county's sizeable tax base with moderate taxpayer concentration and a manageable debt burden.

Credit Strengths

- » Sizeable tax base which encompasses the Tri-City region
- » Stable financial position

Credit Challenges

- » Moderate taxpayer concentration
- » Increased but manageable debt burden

Rating Outlook

Outlooks are usually not assigned to local government credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

- » Sizeable increases in financial reserves and cash levels
- » Significant tax base growth and diversification of larger taxpayers
- » Decreases in debt burden

Factors that Could Lead to a Downgrade

- » Decreases in financial reserves or cash levels
- » Increases in debt burden
- » Declines in overall tax base values

Key Indicators

Exhibit 1

Sullivan (County of) TN	2012	2013	2014	2015	2016
Economy/Tax Base					
Total Full Value (\$000)	\$ 13,046,997	\$ 13,032,938	\$ 12,506,798	\$ 12,511,691	\$ 12,573,509
Full Value Per Capita	\$ 83,274	\$ 83,150	\$ 79,727	\$ 80,403	\$ 80,163
Median Family Income (% of US Median)	80.3%	78.4%	80.2%	80.2%	80.2%
Finances					
Operating Revenue (\$000)	\$ 146,267	\$ 146,771	\$ 148,242	\$ 154,863	\$ 155,205
Fund Balance as a % of Revenues	10.1%	10.6%	11.8%	11.9%	16.8%
Cash Balance as a % of Revenues	9.7%	10.0%	11.6%	12.2%	17.3%
Debt/Pensions					
Net Direct Debt (\$000)	\$ 51,194	\$ 60,094	\$ 55,854	\$ 58,305	\$ 56,001
Net Direct Debt / Operating Revenues (x)	0.4x	0.4x	0.4x	0.4x	0.4x
Net Direct Debt / Full Value (%)	0.4%	0.5%	0.4%	0.5%	0.4%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.6x	0.7x	0.9x	1.0x	1.1x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.7%	0.7%	1.0%	1.2%	1.4%

Source: Moody's Investors Service

Recent Developments

Recent developments are incorporated in the Detailed Rating Considerations.

Detailed Rating Consideration

Economy and Tax Base: Stable Economic Base With Moderate Taxpayer Concentration

The county's sizeable \$12.5 billion tax base will continue to experience modest growth given ongoing development. The county is part of the Tri-City region of northeastern Tennessee (Aaa/Stable), which includes the cities of Kingsport (Aa2) and Bristol, both located within the county and Johnson City (Aa2).

The county's economy benefits from a mix of healthcare, manufacturing and retail companies, as well as several universities and colleges. While the tax base is relatively diverse, the county's top ten taxpayers are somewhat concentrated with the presence of Eastman Chemical Company (senior unsecured Baa2/Stable), which makes up 11.5% of assessed valuation. In April 2013, Eastman announced they would be undergoing a \$1.6 billion expansion over the next seven years that would result in approximately 300 new jobs. Another benefit to the tax base is the county's second largest taxpayer, the Bristol Motors Speedway, a major NASCAR racing facility. The Speedway is the annual host to the NASCAR Sprint Cup Series, Nationwide Series and the National Hot Rod Association's Full Throttle Drag Racing Series.

Assessed value growth over the last five years has been moderate, averaging 0.5% annual growth (2012-2016). Unemployment within the county has historically been in-line with state and national averages. As of November 2016, the county's unemployment rate was 5.2% (state was 4.6% and the nation was 4.4%). Wealth levels are below both state and national averages with per capita income of \$24,085 (84.3% of national averages) and median family income of \$52,524 (80.2% of national averages). Full value per capita average at \$80,163.

Financial Operations and Reserves: Financial Reserves Increase in Fiscal 2016

The county's financial position will remain stable over the near term given an increase in reserves in fiscal 2016 and the expected maintenance of current reserve levels in fiscal 2017. Following five years of General Fund balance declines through 2012, the county has since increased total General Fund reserves by approximately 70%. Total General Fund balance ended fiscal 2016 at \$8.8 million (\$1.5 million increase) or a satisfactory 16.8% of annual revenues. Unassigned fund balance also increased to \$3.2 million or 6.0%. The

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county's available fund balance which includes the General Fund, Debt Service Fund, General Purpose School Fund and Highway/Public Works Fund, was 16.8% of annual operating revenues. The county's single largest General Fund revenue source is property tax, which accounted for approximately 51% of annual revenues.

The fiscal 2017 General Fund budget includes \$27.4 million in property tax revenues, \$2.3 million in business tax revenues and \$2.2 million in contracted prisoner boarding revenues. Management anticipates that revenues and expenditures will be in line with the budget and that General Fund reserve levels should end essentially flat.

LIQUIDITY

The General Fund cash position at the end of fiscal 2016 was \$8.7 million or a satisfactory 16.6% of annual revenues. Liquidity levels for the operating funds was equal to \$26.8 million or 17.3%. Cash levels are sufficient throughout the year to support county operations.

Debt and Pensions: Increasing But Manageable Debt Burden

The debt burden will remain manageable over the near term given ongoing tax base expansion and the lack of any significant new money debt needs. Despite a sizeable increase in debt with the current \$140 million issuance, the county's debt burden remains affordable at 1.5% of full valuation. Amortization of principal is below average at 41.6%, but is still in-line with the useful life of the assets being financed. Debt service as a percentage of expenditures in fiscal 2016 was a manageable 6.9%. The county does not have any plans to issue additional new money debt at this time.

DEBT STRUCTURE

All of the county's debt is made up 100% of fixed rate securities.

DEBT-RELATED DERIVATIVES

The county is not currently party to any derivative agreements.

PENSIONS AND OPEB

The county participates in the Political Subdivision Pension Plan (PSPP), while the Sullivan County School Department contributes to the State Employees, Teachers, and Higher Education Employees' Pension Plan (SETHEEPP). Both of these are agent multiple-employer defined benefit plans administered by the Tennessee Consolidated Retirement System (TCRS). The county's combined adjusted net pension liability, under Moody's methodology for adjusting reported pension data, is \$164.4 million, or an average 1.06 times Operating Fund revenues. Moody's uses the adjusted net pension liability to improve comparability of reported pension liabilities. The adjustments are not intended to replace the county's reported liability information, but to improve comparability with other rated entities. We determined the county's share of liability for the state-run plans in proportion to its contributions to the plans.

Management and Governance

Sullivan County is well-managed. The county budgets conservatively and reduces expenditures where necessary.

Tennessee counties have an institutional framework score of "Aaa," or very strong. Counties rely heavily on property taxes, which are moderately predictable. Counties enjoy high revenue raising flexibility as property taxes are not subject to statutory limits. Expenditures are highly predictable and counties have a strong ability to reduce expenditures if necessary. Fixed costs, which include pension liabilities, are typically manageable and often do not make up a large percentage of total expenditures. Williamson County continues to conservatively budget its General Fund revenues as well as maintain tight expenditure controls, allowing for a healthy cash and reserve position.

Legal Security

The Series 2017 Bonds are payable from unlimited ad valorem taxes levied on all taxable property within the county.

Use of Proceeds

Proceeds from the Series 2017 Bonds will be used to finance various school facilities projects, including the construction and renovation of multiple county school facilities.

Obligor Profile

Sullivan County is located in northeastern Tennessee and has a population of approximately 157,000.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moody's.com for a copy of this methodology.

Ratings

Exhibit 2

Sullivan (County of) TN

Issue	Rating
General Obligation School Bonds, Series 2017	Aa2
Rating Type	Underlying LT
Sale Amount	\$140,000,000
Expected Sale Date	02/08/2017
Rating Description	General Obligation

Source: Moody's Investors Service

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REPORT NUMBER 1057431

Date	SULLIVAN COUNTY, TN ACCOUNTS & BUDGETS (A&B) 2018 FY BUDGET CALENDER
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- 1/18/17** A & B Initiate Development of Budget Forms
- 2/24/17** Release Budget Request Forms to Departments
- 3/17/17** Departmental Request Due Back to A & B
- 3/24/17** Release Budget Request to Executive & Administrative Committees
- 4/24/17** Committee Hearings Complete
- 4/26/17** A & B Compile Results from Hearings
- 5/1/17** Release Hearing Results to Budget Committee
- 5/2/17** Board of Education Presents Proposed Budget to Budget Committee
- 6/8/17** Budget Committee Complete Review of Request
- 6/19/17** Budget Committee Recommendations submitted for 1st Reading
- 7/17/17** Commission Considers Budget on 2nd Reading
(3rd Monday in July as set by 57 Act)
- 7/28/17** A & B Wraps up Budget Document to forward to Comptroller's Office
- 8/31/17** Final deadline set by Controller's Office to Receive Budget

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
HARKLEROAD
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR
SESSION MARCH 20, 2017.


RICHARD VENABLE

COMMISSION CHAIRMAN