

# COUNTY COMMISSION- REGULAR SESSION

JANUARY 28, 2002

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, JANUARY 28, 2002, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE GIL HODGES, COUNTY EXECUTIVE, JEANIE F. GAMMON, COUNTY CLERK AND WAYNE ANDERSON, SHERIFF OF SAID BOARD OF COMMISSIONERS,

TO WIT:

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

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

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

23 PRESENT 1 ABSENT (ELLIOTT KILGORE ABSENT)

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

Motion was made by Comm. Harr and seconded by Comm. Hyatt to approve the minutes of the December 17, 2001 session of County Commission. Said motion was approved by voice vote.

**PUBLIC COMMENTS JANUARY 28, 2002**

**THOSE SPEAKING DURING PUBLIC COMMENTS WERE:**

There were no public comments this 28<sup>th</sup> day of January, 2002.

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Special presentation was made by Sheriff Wayne Anderson to Brittany Brown and Emily Carico, students at Central High School, for their contribution working in the records division at the Sheriff's Dept.

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Director of Schools John O'Dell made a presentation to the Commission of the budget situation facing the school system.

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Quarterly reports filed with the County Clerk for the period of October 2001- Dec. 2001 were: Public Library, Purchasing Dept, and Highway Dept.

BEFORE THE COUNTY EXECUTIVE OF SULLIVAN COUNTY, TENNESSEE

In re: )  
 )  
TRI-CITIES/SULLIVAN UTILITY DISTRICT )  
OF SULLIVAN COUNTY, TENNESSEE )

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CERTIFICATION OF NOMINEES FOR APPOINTMENT  
OF UTILITY DISTRICT COMMISSIONER

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The undersigned Commissioners of Tri-Cities/Sullivan Utility District of Sullivan County, Tennessee do hereby certify that a vacancy exists on the District's Board of Commissioners due to the death of Commissioner J.I. Hicks, whose term expires May 4, 2004, and pursuant to T.C.A. 7-82-307(a), the Board of Commissioners hereby certify the nomination of the following qualified individuals for appointment to such vacancy being listed in order of preference:

1. Joseph W. Crumley
2. Joel M. Van Ryn
3. Donald Wayne Shipley

Wherefore, the District petitions the County Executive to make an appointment from such nominees to fill the said vacancy within 21 days from and after the date of the filing of this certification with the County Executive.

This 7th day of JANUARY, 2002.

  
Commissioner

  
Commissioner

SEAL

BEFORE THE COUNTY EXECUTIVE OF SULLIVAN COUNTY, TENNESSEE

In re: )  
 )  
TRI-CITIES/SULLIVAN UTILITY DISTRICT )  
OF SULLIVAN COUNTY, TENNESSEE )

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ORDER APPOINTING COMMISSIONER

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Upon certification by the Board of Commissioners of Tri-Cities Sullivan Utility District of Sullivan County, Tennessee, certifying an unexpired vacancy on said Board of Commissioners due to the death of Commissioner J.I. Hicks and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. 7-82-307(a);

It Is Therefore Ordered, Adjudged and Decreed, that the nominee Joseph W. Crumley is hereby appointed to the Board of Commissioners of the Tri-Cities Sullivan Utility District of Sullivan County, Tennessee, to serve from \_\_\_\_\_, 2002 until May 4,, 2004.

Entered this the 28<sup>th</sup> day of January, 2002.

  
SULLIVAN COUNTY EXECUTIVE

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

DECEMBER 17, 2001

Stacey C. Baumgardner	Kristin Jo Vaughn
L. Reagan Boggs	Ernest B. Wallen
Jennifer L. Booher	Frank C. Walling, Jr.
Karen S. Buss	Kathryn C. White
Brent Carrier	
Dean A. Carter	
Becky F. Cross	
Christina Davidson	
Susan Early	
Gale Easterling	
J. Wyliene Geska	
Sandra Goodman	
Shirley J. Hawkins	
Eckle Roy Jenkins	
Alica P. Kite	
Ruth H. Lawson	
Elizabeth D. Lester	
Jewell A. McKinney	
Stephanie D. Millsap	
Matt Porter	
Jill R. Rayburn	
Robyn L. Sproles	
Nancy J. Stevens	
Kathy R. Uhl	

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

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

APPROVAL OF NOTARY  
PUBLIC SURETY BONDS

JANUARY 28, 2002

J. N. Bragg

Joe W. Byrd

Lori E. Collins

Angelia L. Davenport

Kimberley D. Hammond

Melissa K. Hauk

Donna M. Kimbler

Carolyn C. Light

Rena C. Pickel

Joni E. Stanley

Marcia D. Vermillion

Larry S. Weddington

Tammy L. White

Denise Booker Wright

Lisa T. Horne

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

Roll Call App.  
Roll Call Bakery  
Roll Call App + Bakery

[illegible]

January 28 2001

[illegible]



# Agenda

Sullivan County Board of County Commission  
January 28, 2002

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, January 28, 2002 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

- (1) File No. 11/01/1 James Lowe  
Reclassify R-1 property at 652 Wadlow Gap Road to A-1 for the purpose of allowing a singlewide mobile home. Property identification No. Tax map 14, Parcel 25.00 located in the 10<sup>th</sup> Civil District. **Kingsport Planning Comm.**
- (2) File No. 11/01/3 John Moore  
Reclassify R-1 property at 954 Moreland Drive to P.B.D. (Planned Business District) for the purpose for allowing for a commercial garden center. Property identification No. Tax map 76, Parcel 42.00 located in the 13<sup>th</sup> Civil District. **Kingsport Planning Comm.**

PETITION TO SULLIVAN COUNTY FOR REZONING

11/01/1

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

OFFICE USE ONLY

Property Owner James Lowe

Address 652 WADLOW GAP RD.  
Kingsport, TN 37660

Phone 288-1909 Date of Request 10-25-01

Property Located in 10 Civil District

James Lowe  
Signature of Applicant

Meeting Date 12-20-01 Time 7:00 p.m.

Place CITY HALL - 2<sup>nd</sup> FLOOR  
Kingsport, TN

Planning Commission Approved \_\_\_\_\_  
Denied \_\_\_\_\_

County Commission Approved 01-28-02  
Denied \_\_\_\_\_

Other ROLL CALL VOTE 21 AYE, 1 NAY, 2

Final Action Date 01-28-02

PROPERTY IDENTIFICATION

Tax Map 14 Group \_\_\_\_\_ Parcel 25.00

Zoning Map 6 Zoning District R-1 Proposed District A-1

Property Location 652 WADLOW GAP RD.

Purpose of Rezoning TO ALLOW ONE SINGLE-WIDE  
MOBILE HOME

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

James Lowe

Sworn to and subscribed before me this 25 day of October, 2001.

Jack Mannison  
Notary Public

My Commission Expires: 12-20-03

10-1

**REZONING REPORT**  
**File No.: 01-101-00027**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** ANGELA L. CHARLES, PLANNER  
Graphics by Russ Davis, Senior G.I.S. Analyst

**DATE:** December 4, 2001

**APPLICANT:** James Lowe, Property Owner

**REQUESTED ACTION:** County rezoning of a lot from R-1, (Low-Density) Residential District, to A-1, (General) Agriculture District. According to the Sullivan County Tax Maps, the property is approximately 8.7 acres.

**LOCATION:** This property is located at 652 Wadlow Gap Road in the 10<sup>th</sup> Civil District of Sullivan County at the TN / VA state line.

**EXISTING** The property requested for rezoning has a singlewide mobile home located on it that has been allowed via a temporary permit issued by Sullivan County.

**LAND USE:**

**PROPOSED USE:** The owner proposes to leave the property as is instead of constructing a single-family residence on the site.

**SURROUNDING ZONING  
AND LAND USE:**

**North:** Virginia State Line - Vacant land with the exception of an Exxon Service Station.

**South:** R-1, (Low-Density) Residential District - Mixlure of single-family residences and singlewide mobile homes.

**East:** R-1, (Low-Density) Residential District - Vacant: steep topography.

**West:** R-1, (Low-Density) Residential District - Two single-family residences.  
B-1, (Neighborhood) Business District - Single piece of property.

**LAND USE PLAN(S):** The 2010 Conceptual Land Use Plan designates this area as single-family residential.

**UTILITIES:** Bloomingdale water is available and adequate; however, City of Kingsport sewer is not available.

**TRANSPORTATION:** Wadlow Gap Road is designated as a minor arterial by the Major Street and Road Plan and requires a right-of-way of 100 feet. The average daily traffic count is approximately 14,100 vehicles per day. It is currently being widened to four lanes.

**PHYSICAL CHARACTERISTICS:** The property is approximately 8.7 acres and its topography is varied. It has approximately 720 feet of road frontage on Wadlow Gap Road.

**OPTIONS:** The Planning Commission's options are as follows:

1. Approve the rezoning.
2. Disapprove the rezoning and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

**STAFF**

**RECOMMENDATION:** Staff recommends Option 1 based on the following rationale:

1. The basic land-use conditions for the property will not be changed.
2. The change will not create or increase traffic congestion.
3. Due to singlewide trailers already existing in the area, the change would not be contrary to the established land-use pattern.
4. Rezoning to A-1, (General) Agriculture District, is a way of limiting premature development and sprawl that could be associated with the construction of the newly designed, 4-lane, Wadlow Gap Road that is located adjacent to the property.

*Planning Comm. Approved*

# REZONING INQUIRY SHEET

LOCATION	652 Wadlow Gap Rd
APPLICANT	James Lowe
REZONED FROM	R-1 TO A-1
PROPOSED USE	singlewide mobile home
DATE	1-19-01

NAME	FAVOR	OPPOSE	DATE	REMARKS
Gene Hensley	X		11-26	lives across the street and is opposed. If the rezoning would allow a mobile home on the site, feels this would open a floodgate for other trailers to become present in the area.
Mildred Thompson	X		11-28	opposed to the rezoning for the same reason as Mr. Hensley (stated above)

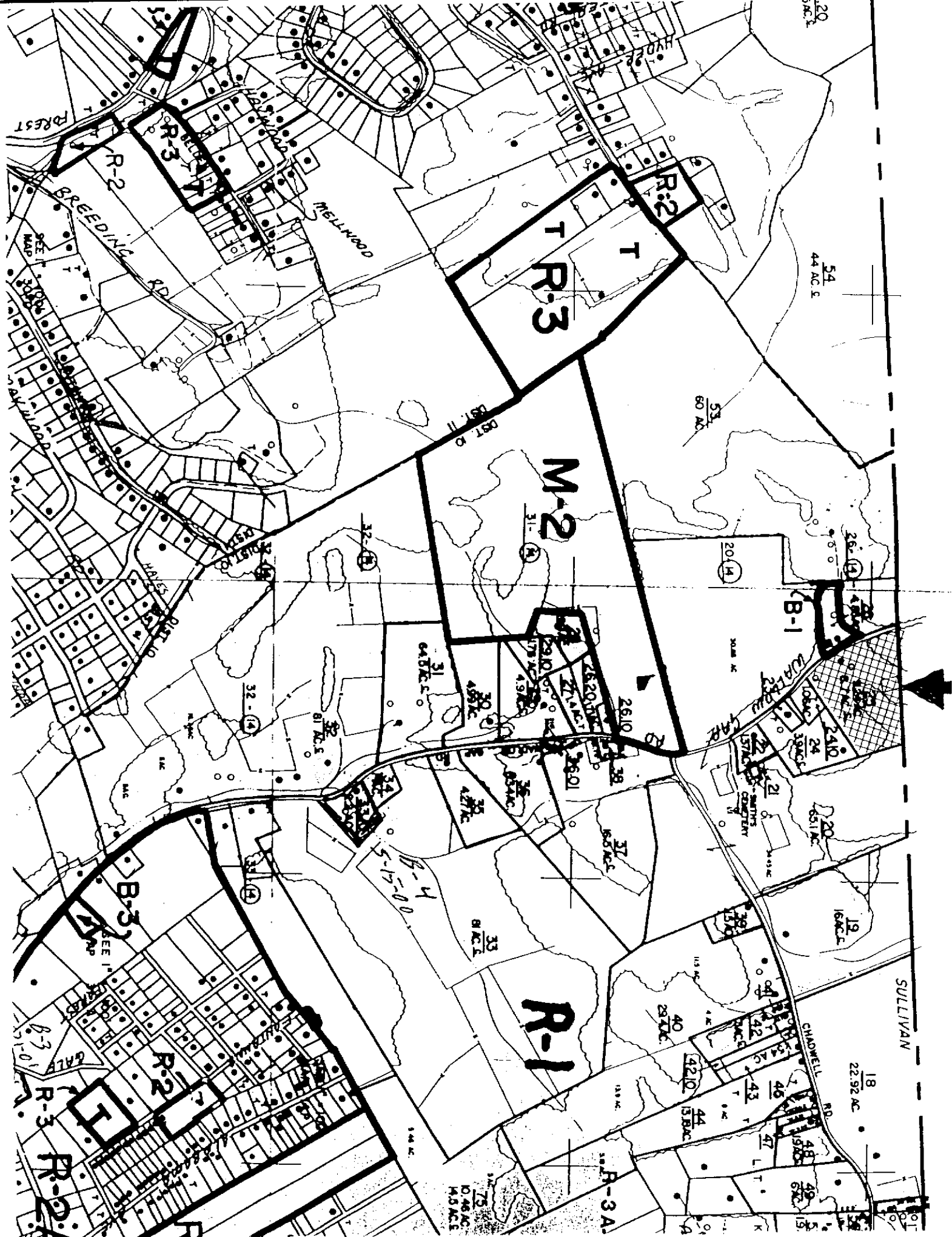
NAME	FAVOR	OPPOSE	DATE	REMARKS

NAME	FAVOR	OPPOSE	DATE	REMARKS

NAME	FAVOR	OPPOSE	DATE	REMARKS

NAME	FAVOR	OPPOSE	DATE	REMARKS





PETITION TO SULLIVAN COUNTY FOR REZONING

#11/01/3

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

OFFICE USE ONLY

Property Owner John Moore

Address 445 Double Springs Rd

Jarvisburg, TN 37659

Phone 237-7067 Date of Request 11-15-01

Property Located in 13 Civil District

+ John Moore  
Signature of Applicant

Meeting Date 12-20-01 Time 7:00 p.m.

Place 2nd Floor City Hall

Planning Commission Approved \_\_\_\_\_  
Denied \_\_\_\_\_

County Commission Approved 01-28-02  
Denied \_\_\_\_\_

Other ROLL CALL VOTE 22 AYE, 2 ABSENT

Final Action Date 01-28-02

PROPERTY IDENTIFICATION

Tax Map 76 Group \_\_\_\_\_ Parcel 42.0

Zoning Map 15 Zoning District R-1 Proposed District PBD

Property Location Meredith Dr / Pond Springs (954)

Purpose of Rezoning to allow commercial garden center

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

Sworn to and subscribed before me this 15th day of Nov, 2001.

+ Debbie K. Houser  
Notary Public

My Commission Expires: 12-20-03



12 04

**REZONING REPORT**  
**File No.: 01-101-00026**

**TO:** KINGSPORT REGIONAL PLANNING COMMISSION

**FROM:** ANGELA L. CHARLES, PLANNER  
Graphics by Russ Davis, Senior G.I.S. Analyst

**DATE:** December 3, 2001

**APPLICANT:** John Moore, Property Owner

**REQUESTED ACTION:** County rezoning of property from R-1, (Low-Density) Residential District, to PBD, (Planned) Business District. According to the Sullivan County tax maps, the lot is approximately 5.2 acres.

**LOCATION:** This property lies outside the Kingsport City limits in the 13<sup>th</sup> Civil District of Sullivan County at the corner of Moreland Drive and Pond Springs Road.

**EXISTING LAND USE:** Located on the property requested for rezoning is an existing house that has been converted into the "Wagon Wheel Apartments". In addition, there is a large barn on the site. The majority of the site has been graded.

**PROPOSED USE:** The owner proposes to operate a commercial garden center on the site.

**SURROUNDING ZONING AND LAND USE:**

<b>North:</b>	R-1 -- (Low-Density) Residential District: <i>Single-family residences fronting Pond Springs Road.</i>
<b>South:</b>	R-1 -- (Low-Density) Residential District: <i>Single-family residence.</i>
<b>East:</b>	R-1 -- (Low-Density) Residential District: <i>Vacant and undeveloped Eastman owned property and a single-family residence.</i> M-1 -- (Industrial) District: <i>Storage facility.</i> M-2 -- (High Impact Use) District: <i>Eastman owned property.</i>
<b>West:</b>	R-1 -- (Low-Density) Residential District: <i>Single-family Residences.</i>

**LAND USE PLAN(S):** The 2010 Conceptual Land Use Plan designates this area for single-family residences.

**UTILITIES:** Water is available and adequate for commercial use. Sewer is present in the form of a forced 20" main, which is available if the owner provides a pump station on his property and pays the cost of the sewer tap. The Tennessee Department of Environment and Conservation will determine if sewer is required for the proposed use, or if a septic system is adequate.

**TRANSPORTATION:** The property fronts on Moreland Drive, which is designated a minor arterial by The Major Street and Road Plan. A minor arterial requires 150 feet right-of-way.

**PHYSICAL CHARACTERISTICS:**

The property is approximately 5.2-acres. It has approximately 900 feet road frontage on Moreland Drive and 330 feet road frontage on Pond Springs Road. The lot has been filled and graded to accommodate the proposed rezoning.

**OPTIONS:** The Planning Commission's options are as follows:

1. Approve the rezoning.
2. Disapprove the rezoning and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

**STAFF**

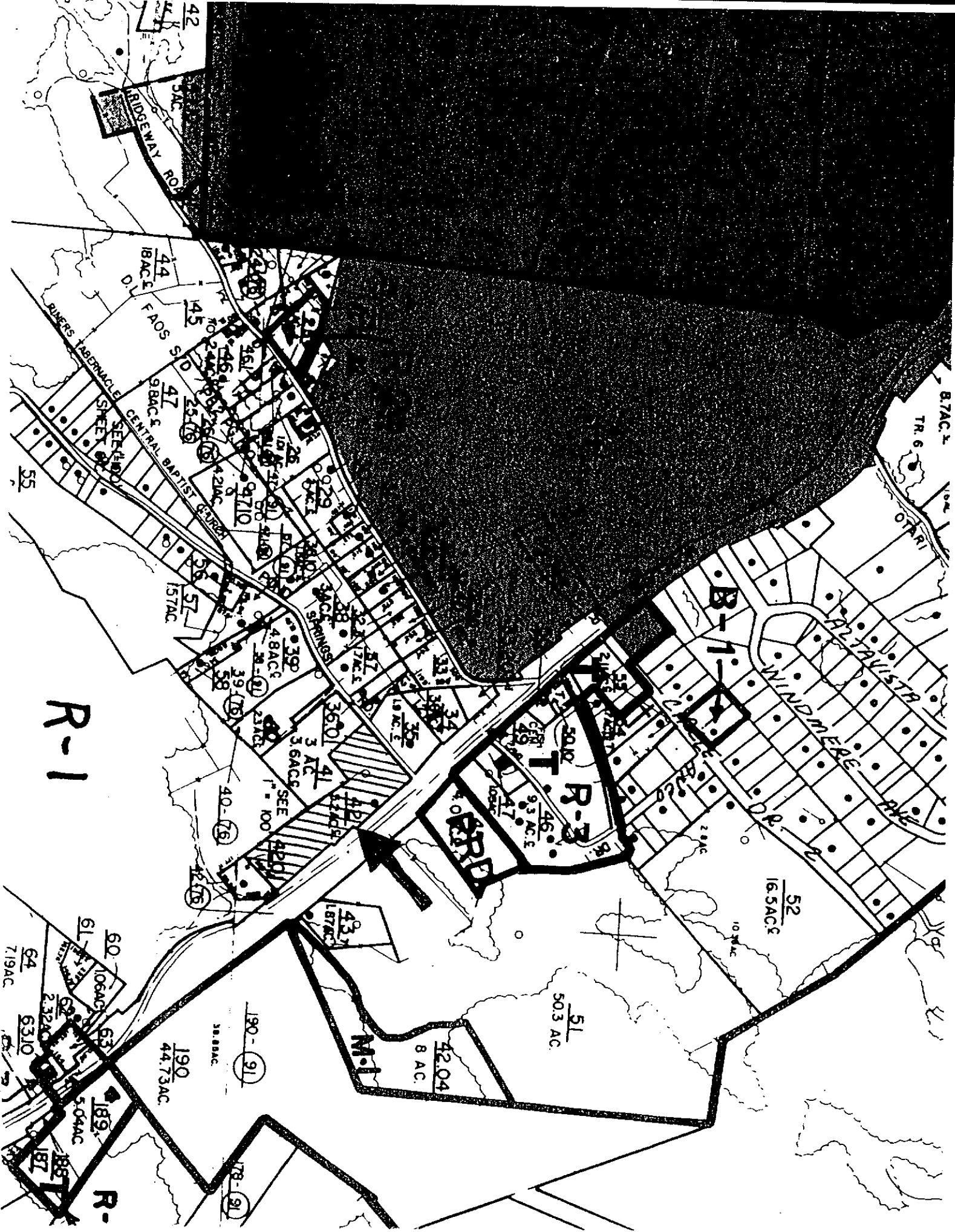
**RECOMMENDATION:** Staff recommends Option 1 based on the following rationale:

1. There is a median break on Moreland Drive that will aid in accommodating traffic generated by the proposed use.
2. One controlled access point for a commercial site is safer than having multiple driveways that would result from subdividing the property to accommodate single-family residences.
3. It is undesirable to have a single-family residence fronting a minor arterial.
4. The proposed change should not be a deterrent to the improvement or development of adjacent property.

*Planning Comm. Approved*

# County, Tennessee

## PROPERTY MAPS



## **AGENDA FOR THE KINGSPORT REGIONAL PLANNING COMMISSION**

This meeting is an open and accessible meeting. If interested parties request special assistance or accommodations, please notify the Planning Department three (3) days in advance of the meeting.

December 20, 2001

7:00 P.M.

- I. INTRODUCTION AND RECOGNITION OF VISITORS**
- II. APPROVAL OF THE AGENDA**
- III. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF  
November 15, 2001.**
- IV. CONSENT AGENDA** – Consent items are those items that have been brought before the Planning Commission which have been reviewed by the Planning Commission in previous meetings or work sessions.
  - 12-01 Palomino Acres Subdivision, Phase III (01-201-00072)** – The Planning Commission is requested to grant final approval for the Palomino Acres Subdivision, Phase III, located adjacent to Cooks Valley Road, inside the City, in the 7<sup>th</sup> Civil District of Sullivan County. (Nemeth)
  - 12-02 Final for Phase 2 of Sheridan Square Development Plan (01-102-00007)** – The Planning Commission is requested to grant final approval to the zoning development plan for Phase 2, of Sheridan Square at Meadowview, to be constructed across from the intersection of Wilcox Drive and Meadowview Parkway, inside the City, in the 13<sup>th</sup> Civil District of Sullivan County. (Carter)
- V. OLD BUSINESS**
- VI. NEW BUSINESS**
  - 12-03 Rezoning of James Swafford Property (01-101-00028)** – The Planning Commission is asked to rezone one parcel totaling approximately 0.11 acres from B-1, Neighborhood Business District, to B-3, General Business District. The property is located at 1140 Lincoln Street near the Riverview Housing Development. The property is inside the Kingsport City limits, 11<sup>th</sup> Civil District of Sullivan County. (Nemeth)

- 12-04 Rezoning of Sherry Dougherty Property (01-101-00025)** – The Planning Commission is asked to rezone approximately one acre parcel from R-3, Multi-family Apartment District, to P-1, Professional Offices District. The property is located adjacent to North John B. Dennis Highway, at its intersection with Forrest Ridge Drive, inside the Kingsport City limits, 11<sup>th</sup> Civil District of Sullivan County. (Nemeth)
- 12-05 2612 John B. Dennis Zoning Development Plan (01-102-00013)** – The Planning Commission is requested to grant preliminary zoning development plan approval for property located adjacent to North John B. Dennis Highway in conjunction with the proposed P-1, Professional Office, rezoning. (Nemeth)
- 12-06 County Rezoning of John Moore Property (01-101-00026)** – The Planning Commission is asked to consider a County rezoning of property from R-1, (Low-Density) Residential District, to PBD, (Planned) Business District. The property is in the 13<sup>th</sup> Civil District of Sullivan County at the intersection of Moreland Drive and Pond Springs Road. (Charles)
- 12-07 County Rezoning of James Lowe Property (01-101-00027)** - The Planning Commission is asked to consider a County rezoning of property from R-1, (Low-Density) Residential District, to A-1, (General) Agricultural District. The property is located at 652 Wadlow Gap Road in the 10<sup>th</sup> Civil District of Sullivan County at the TN/VA state line. (Charles)
- 12-08 Preliminary and Final Development Plan for Pizza Hut Restaurant (01-102-00006)** – The Planning Commission is asked to consider granting preliminary and final approval to the zoning development plan for Pizza Hut Restaurant, to be constructed next to Damon's Restaurant at the intersections of Stewball Circle and Kingsgate Crossing, inside the City, 13<sup>th</sup> Civil District of Sullivan County. (Carter)
- 12-09 Coventry Annexation (01-301-00001)** – The Planning Commission is asked to consider the annexation, zoning, and plan of services for property located adjacent to Chestnut Ridge Road in the Orebank area, 10<sup>th</sup> Civil District of Sullivan County. (Steinmann)
- 12-10 Resubdivision of Issac Clonce Estates (01-201-00070)** – The Planning Commission is requested to grant preliminary and final approval to a minor subdivision consisting of two (2)-lots, and a variance for irregular lot shape for property located at the corner of North Holston Drive and McKenzie Drive, in the 12<sup>th</sup> Civil District of Sullivan County. (Charles)
- 12-11 Elm Wood Final Subdivision (01-201-00026)** – The Planning Commission is asked to grant final approval and accept a performance bond to the Elm Wood Subdivision, located adjacent to Virgil Avenue, inside the City, 12<sup>th</sup> Civil District of Sullivan County. (Nemeth)

- 12-12 Kenneth Bear Property (01-201-00071)** – The Planning Commission is requested to grant preliminary and final approval and a variance to right-of-way dedication for the Kenneth Bear Property Subdivision, located between Granby Road and Parker Drive, inside the City, in the 12<sup>th</sup> Civil District of Sullivan County. (Nemeth)
- 12-13 Holston Habitat for Humanity (01-201-00073)** - The Planning Commission is requested to grant preliminary approval with a variance for sidewalks along Sky Drive, located adjacent to the western side of Union Street, inside the City, 12<sup>th</sup> Civil District of Sullivan County. (Nemeth)
- 12-14 Larry Street Vacating Request (01-401-00009)** – The Planning Commission is requested to vacate the unopened portion of Larry Street between the Crestwood Drive and Rockwood Place, located inside the City, 11<sup>th</sup> Civil District of Sullivan County. (Nemeth)
- 12-15 Infill Redevelopment Concept Amendment** – The Planning Commission is requested to consider recommending amendments to the *Infill Redevelopment Concept*, dated July 2000. (Haga)

#### **VII. OTHER BUSINESS**

Receive minor subdivision letter and map for the Fort Robinson Realty Associates Replat Lots 1 & 2. (Webb)

Consider initiating rezoning for property located on the corner of Center Street and Myrtle Street. (Webb)

Receive report concerning items of interest. (Webb)

#### **VIII. ADJOURNMENT**

1	2
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## NAME: \_\_\_\_\_ CLASS: \_\_\_\_\_

[illegible]



RESOLUTIONS ON DOCKET FOR JANUARY 28, 2002

RESOLUTIONS	ACTION
#1 THE SULL. CO. BOARD OF COMM. TO CONSIDER AMENDMENTS TO THE SULL. CO. ZONING RESOLUTIONS AS AMENDED	APPROVED 01/28/02
#2 RESCINDING RESOLUTION #21 PASSED ON JULY 17, 1996 REGARDING THE BOARD OF PUBLIC UTILITIES	DEFERRED 01/28/02
#3 THE IMPLEMENTATION OF THE SULLIVAN COUNTY LIBRARY BOARD'S SALARY RECOMMENDATIONS	WITHDRAWN 01/28/02
#4 APPROVING THE SULLIVAN COUNTY ROAD ATLAS DATED DECEMBER 4, 2001	APPROVED 01/28/02
#5 AUTHORIZING THE SULLIVAN COUNTY SHERIFF'S OFFICE TO EXPEND GRANT PROCEEDS	APPROVED 01/28/02
#6 AUTHORIZING AGREEMENT WITH FRONTIER HEALTH FOR RESPITE YOUTH CARE	APPROVED 01/28/02
#7 NO PARKING NEAR ENTRANCE TO FIRST VANTAGE BANK	APPROVED 01/28/02
#8 REQUESTING TENN. GEN. ASSEMBLY TO APPROVE A PRIVATE ACT FOR PASSAGE BY SULL. CO. TO ALTER THE MEMBERSHIP OF THE SULL. CO. BOARD OF EDUCATION	FAILED 01/28/02
#9 AUTHORIZING AMENDING THE GEN. PURPOSE SCHOOL BUDGET FOR THE EDUCATION EDGE GRANT IN THE AMOUNT OF \$409,952.00 (NO LOCAL FUNDS INVOLVED)	APPROVED 01/28/02
#10 AUTHORIZING AMENDING THE 2001-2002 GEN. PURPOSE SCHOOL BUDGET FOR THE SAFE SCHOOLS GRANT RECEIVED FROM THE STATE OF TENN. IN THE AMOUNT OF \$57,009.00	APPROVED 01/28/02
#11 AUTHORIZING AMENDING THE 2001-2002 GEN. PURPOSE SCHOOL BUDGET FOR THE HIGH SCHOOLS THAT WORK GRANT RECEIVED FROM THE STATE OF TENN. IN THE AMOUNT OF \$20,000.00	APPROVED 01/28/02
#12 REQUESTING A WATER LINE BE INCLUDED IN THE ENGINEERING AND CONSTRUCTION OF THE BRIDGE LOCATED ON HIGHWAY 421 AT SOUTH HOLSTON LAKE	APPROVED 01/28/02
#13 AUTHORIZING THE COUNTY EXECUTIVE TO AMEND A LEASE AGREEMENT WITH FRONTIER HEALTH RELATIVE TO THE YOUTH CENTER BUILDING	APPROVED 01/28/02
#14 AUTHORIZING THE SALE OF LAND IN THE TRI-COUNTY INDUSTRIAL PARK	APPROVED 01/28/02
#15 AUTHORIZING HIRING REGISTERED NURSE FOR CENTRAL HIGH SCHOOL	APPROVED 01/28/02
#16 AUTHORIZING AMENDMENTS TO REAPPORTIONMENT OF COMMISSION DISTRICTS	1 <sup>ST</sup> READING 01/28/02
#17 APPROVING MITIGATION PLAN FOR RESIDENTS ON BRISTOL CAVERNS HIGHWAY IN FLOOD ZONE	1 <sup>ST</sup> READING 01/28/02
#18 AUTHORIZING "NO THRU TRUCKS" SIGNS ON PORTION OF CENTENARY ROAD BETWEEN STATE HWY 75 TO SPURGEON LANE	1 <sup>ST</sup> READING 01/28/02
#19 AUTHORIZING TRAFFIC SIGN CHANGES IN THE 10 <sup>TH</sup> C.D.	1 <sup>ST</sup> READING 01/28/02
#20 AUTHORIZE SULL. CO. TO APPLY FOR A HOME GRANT	APPROVED 01/28/02
#21 AUTHORIZING SULL. CO. TO ENTER INTO LEASE AGREEMENT WITH CITY OF KPT. FOR PLACEMENT OF VHF PAGING TRANSMITTER ON BAYS MTN. RADIO TOWER	APPROVED 01/28/02

QUESTIONS BEFORE THE COMM.

	No.		No.		No.		No.		No.		9/10/11		No.	
	4		5		6		7		8					
NAMES OF COMMISSIONERS	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
CAROL J. BELCHER	✓		✓		✓		✓		✓		✓			
JAMES R. "JIM" BLALOCK	✓		✓		✓		✓		✓		✓			
BRYAN K. BOYD	A		A		A		A		A		A			
JUNE CARTER	✓		✓		✓		✓		✓		✓			
FRED CHILDRESS	✓		✓		✓		✓		✓		✓			
O. W. FERGUSON	✓		✓		✓		✓		✓		✓			
MIKE GONCE	✓		✓		✓		✓		✓		✓			
CLYDE GROSECLOSE, JR.	✓		✓		✓		✓		✓		✓			
RALPH P. HARR	✓		✓		✓		✓		✓		✓			
DENNIS HOUSER	✓		✓		✓		✓		✓		✓			
MARVIN HYATT	✓		✓		✓		✓		✓		✓			
SAMUEL JONES	✓		✓		✓		✓		✓		✓			
ELLIOTT KILGORE	A		A		A		A		A		A			
JAMES "BUDDY" KING	✓		✓		✓		✓		✓		✓			
JAMES L. KING, JR.	✓		✓		✓		✓		✓		✓			
WAYNE MCCONNELL	✓		✓		✓		✓		✓		✓			
WILLIAM H. "JOHN" MCKAMEY	✓		✓		✓		✓		✓		✓			
PAUL MILHORN	✓		✓		✓		✓		✓		✓			
RANDY MORRELL	✓		✓		✓		✓		✓		✓			
HOWARD PATRICK	✓		✓		✓		✓		✓		✓			
ARCHIE PIERCE	✓		✓		✓		✓		✓		✓			
MICHAEL B. SURGENOR	✓		✓		✓		✓		✓		✓			
MARK A. VANCE	✓		✓		✓		✓		✓		✓			
EDDIE WILLIAMS	✓		✓		✓		✓		✓		✓			
	2 Aye		2 Aye		2 Aye		2 Aye		3 Aye		2 Aye			
	2 Abs.		2 Abs.		2 Abs.		2 Abs.		19 Abs.		2 Abs.			
									2 Abs.					

QUESTIONS BEFORE THE COMMN

NAMES OF COMMISSIONERS

CAROL J. BELCHER

JAMES R. "JIM" BLALOCK

BRYAN K. BOYD

JUNE CARTER

FRED CHILDRESS

O. W. FERGUSON

MIKE GONCE

CLYDE GROSECLOSE, JR.

RALPH P. HARR

DENNIS HOUSER

MARVIN HYATT

SAMUEL JONES

ELLIOTT KILGORE

JAMES "BUDDY" KING

JAMES L. KING, JR.

WAYNE MCCONNELL

WILLIAM H. "JOHN" MCKAMEY

PAUL MILHORN

RANDY MORRELL

HOWARD PATRICK

ARCHIE PIERCE

MICHAEL B. SURGENOR

MARK A. VANCE

EDDIE WILLIAMS

No

No

No

No

No

No

No

13

14

15

16

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

Aye

Nay

17 Aye

22 Aye

22 Aye

15 Aye

4 n

2 abs

2 abs

6 n

1 P

2 abs

1 abs

2 abs

2 abs

2 abs

QUESTIONS BEFORE THE COMM.

21 20

NAMES OF COMMISSIONERS

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

22 aye 21 aye  
 20 nays 30 nays

Sullivan County, Tennessee  
Board of County Commissioners

No. 1  
2002-01-00

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION AUTHORIZING the Board of County Commissioners to Consider Amendments to the Sullivan County Zoning Resolution**

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

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

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

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this 28<sup>th</sup> day of January 2002.

Attested: *Janie Hammon* 1/28/02 Approved: *Gil Hodges*  
County Clerk Date County Executive Date

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

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

2002-02-00 alt

Comments: Motion made by Comm. Harr and seconded by Comm. Hyatt to approve.  
Approved 01/28/02 by voice vote.

Sullivan County, Tennessee  
Board of County Commissioners

24  
No. 12

Administrative Committee  
2001-08-083

To the Honorable Gil Hodges, County Executive, and the Members of the Sullivan County Board of Commissioners in Regular Session this 20th day of August, 2001.

**RESOLUTION AUTHORIZING Rescinding Resolution No. 21 passed on July 17, 1996 regarding the Board of Public Utilities**

WHEREAS, Tennessee code annotated: section 5-16-101 authorizes counties to establish Power of a Board of Public Utilities.

**NOW, THEREFORE, BE IT RESOLVED** that the Sullivan County Board of Public Utilities be reestablished and placed back in operation to provide the citizens of Sullivan County an established board to respond to there needs and to provide the Board of Commissioners with recommendations and plans of county utility needs.

**BE IT FURTHER RESOLVED** that those commissioners previously serving on that board be reappointed and that the remaining seats be filled by appointments from the present board of Sullivan County Commissioners or citizens at large nominated and elected by the board of commissioners.

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

Duly passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2001.

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

**Introduced By Commissioner: Surgenor**

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

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

2001-08-083 /mag

ATTACHMENT

Comments: 1st READING 08/20/01; Deferred 09/17/01; Deferred 10/15/01;  
Deferred 11/19/01; Deferred 12/17/01; Deferred 01/28/02;

August 17, 2001

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

This resolution shall become effective on \_\_\_\_\_ 19\_\_\_\_ the public welfare requiring it.

Duly passed and approved this 17<sup>th</sup> day of July, 19 96.

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk County Executive

INTRODUCED BY COMMISSIONER P. Hubbard ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Daniel Vance & Kiser FUND: \_\_\_\_\_

RESOLUTION NO. 275  
Page Two

Committee Action		Administrative	
Approved	Disapproved	Date	
Budget		Executive	
Roll Call		Commission Action	
Aye	Nay	Pass	Absent
15	7		2
Voice Vote		Total	

COMMENTS: FIRST READING 5/20/96 APPROVED 6/17/96 ROLL CALL

TO THE HONORABLE CLERKS, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 20th DAY OF MAY, 1996.

RESOLUTION AUTHORIZING the Abolishment of the Sullivan County Board of Public Utilities.

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

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session on the 20th day of May, 1996:

THAT WHEREAS, by previous resolution Sullivan County, Tennessee authorized the exercise of powers conferred by Tennessee Code Annotated §5-16-101, et seq., Urban Type Public Facilities; and

WHEREAS, by previous resolution Sullivan County, Tennessee provided for the exercise of such powers by a Board of Public Utilities; and

WHEREAS, Sullivan County, by and through its duly elected Board of Commissioners, has recently approved and entered into an inter-county sewer agreement with the Cities of Bristol, Kingsport and Bluff City, Tennessee providing for the establishment and operation of inter-county sanitary sewer service; and

WHEREAS, the duties and responsibilities of the Sullivan County Board of Public Utilities and the purpose for which it was created are now covered under the aforementioned sewer agreement; and

WHEREAS, the powers conferred upon Sullivan County by Tennessee Code Annotated §5-16-101, et seq., are now covered under the aforementioned sewer agreement; and

WHEREAS, various authority either than Tennessee Code Annotated §5-16-101, et seq., authorizes Sullivan County to undertake public works projects;

NOW, THEREFORE, BE IT RESOLVED that the Sullivan County Board of Public Utilities is hereby abolished and any remaining issues which thereafter need to be resolved with regard to the exercise of powers by Sullivan County pursuant to Tennessee Code Annotated §5-16-101, et seq. as well as obligations of Sullivan County under the aforementioned sewer agreement shall be handled by the County Executive or his designee.

Sullivan County, Tennessee  
Board of County Commissioners

348  
No. 23  
Budget Committee  
2001-05-059

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 21<sup>st</sup> day of May, 2001.

**RESOLUTION Authorizing the Implementation of the Sullivan County Library Board's Salary Recommendations**

WHEREAS, the role of library staff has changed greatly. With the explosion of information and advanced technology, the education and skill level of library personnel is mandatory; and

WHEREAS, in order for Sullivan County to maintain a qualified library staff, there is a need for adequate compensation;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21<sup>st</sup> day of May, 2001, do hereby adopt the salary recommendations presented by the Sullivan County Library Board.

**BE IT FURTHER RESOLVED** that upon passage of this Resolution that the salary increases will become effective July 1, 2001.

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

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

Introduced By Commissioner: J. Carter  
Seconded By Commissioner(s): D. Houser

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

05-059-2001 ml

Comments:

1st Reading 05/21/01; Amended by sponsor 06/18/01 that a salary schedule be attached; Deferred 06/18/01; Deferred until December 2001 07/16/01; Deferred 12/17/01; Withdrawn 01/28/02.



Sullivan County, Tennessee  
Board of County Commissioners

4  
No. 5  
Executive Committee  
2001-12-117

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 17<sup>th</sup> day of December 2001.

**RESOLUTION Approving the Sullivan County Road Atlas Dated December 4, 2001**

WHEREAS, certain additions, deletions and other changes are necessary to bring the Sullivan County Road Atlas up-to-date; and

WHEREAS, attached hereto is a summary of the changes to be made to the previously adopted Road Atlas.

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Road Atlas, as amended, dated December 4, 2001, a copy of which is attached hereto.

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

Duly passed and approved this 28<sup>th</sup> day of January, 2002.

Attested: Jeanie Hammon County Clerk Date 1/28/02 Approved: Gil Hodges County Executive Date 1/28/02

Introduced By Commissioner: McConnell

Seconded By Commissioner(s): Pierce, Kilgore

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				12-4-01

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

2001-12-117 alt

12-4-01 ATTACHMENT;

Comments: 1st Reading 12/17/01; Approved 01/28/02.

**ATTACHMENT 2001-12-117**  
**Page 1 of 2**  
**REVISED 12/10/01**

12/10/01

Sullivan County Highway Dept. Atlas Additions and Changes

DATE	SUBDIVISION AND ROAD	C.D	TAXMAP	LENGTH	R.O.W.	CLASS	P.B. & Pg
<b>Additions</b>							
Oct-01	<b>EAGLE POINTE SUBDIVISION</b>						
	Feather Court	10	48	0.14	50	1 50	pg 917
May-01	<b>GLEN HAVEN SUBDIVISION PHASE 3</b>						
	Blanch's View Drive ( extended )	16	82	0.2	50	1 50	pg 743
Dec-01	<b>GLEN HAVEN SUBDIVISION PHASE 4</b>						
	Randall Laura Lane	16	82	0.13	40	2 50	pg 827
Dec-01	<b>GLEN HAVEN SUBDIVISION PHASE 5</b>						
	Beulah Land Drive ( extended )	16	97	0.18	50	1 50	pg 656
Sep-01	<b>HAWLEY MEADOWS</b>						
	Hawley Meadows Court	5	80	0.15	40	2 50	pg 899
Nov-00	<b>TRI COUNTRY INDUSTRIAL PARK</b>						
	Century Court	9	124	0.3	60	1 50	pg 609
Aug-01	<b>REPLAT OF QUAIL DRIVE</b>						
	Quail Drive	18	107	0.47	50	1 50	pg 820
Jun-95	Country Oaks Drive	22	23	0.12	30	3 06	pg 111
Jan-01	Rust Road ( extended )	19	57	0.14	20	4 07	pg 94
Mar-01	Graveyard Road ( extended )	1	70	0.11	10	4	
<b>Changes</b>							
	JONES LANE ( length correction )			from 0.15 TO 0.05 miles			
	LIGHT CEMETARY ROAD ( length correction )			from 0.2 TO 0.14 miles			
	MORELOCK ROAD ( length correction )			from 0.4 TO 0.37 miles			
	NAT MULLENIX ROAD ( length correction )			from 0.12 TO 0.13 miles			
	INDUSTRIAL PARK ROAD ( R.O.W.correction )			from 60' to 80'			
	BLAIR GAP ROAD ( R.O.W.correction )			from 40-50' to 30-50'			
	RUTLEDGE LANE ( taxmap correction )			from 950 to 95			
	SAMOLA ROAD ( misspelled )			changed to SAMLOLA ROAD			
	VINE STREET ( civil district correction )			from 7 to 5			
	WINE CIRCLE ( civil district correction )			from 7 to 5			
	RHOTON COURT ( name change )			changed to MOSBY LANE			
	DECK VALLEY RD. TN-VA ( name change )			changed to DEEP MEADOWS RD			

ATTACHMENT 2001-12-117  
Page 2 of 2

12/3/01

### Sullivan County Highway Dept. Atlas Deletions

DATE	NAME	C.D.	TAXMAP	LENGTH	R.O.W.	CLASS	ANNEXED
<b>Deletions</b>							
Nov-01	SHIPLEY FERRY RD. (part)	5,7	64	0.17	40-60	1	CITY OF KPT.
May-01	CARLTON LANE EXT.	9	124	0.03	40	2	BLUFF CITY
Nov-01	BUCKLES DRIVE	13	61	0.15	40	2	closed
Nov-99	CHURCH STREET	5	66	0.05	25-50	3	closed
Nov-01	CIRCLE DRIVE N.	13	61	0.01	40	2	closed
Nov-01	PARK DRIVE	13	61	0.44	40	2	closed
Nov-01	WARRICK DRIVE	13	61	0.09	40	2	closed
Nov-01	S. EASTMAN ROAD (part)	13	61	0.8	50	1	closed
			<b>TOTAL</b>	<b>1.74</b>			

Complete Road Atlas  
available in the  
County Executive's Office  
for review.

Sullivan County, Tennessee  
Board of County Commissioners

5  
No. 5  
Administrative / Budget Committee  
2001-12-118

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 17<sup>th</sup> day of December 2001.

**RESOLUTION Authorizing the Sullivan County Sheriff's Office to Expend Grant Proceeds**

WHEREAS, the Sullivan County Sheriff's Office participated in the Governor's Highway Safety "Click It or Ticket" Campaign; therefore the State of Tennessee provided the Sheriff's Office with a Five Thousand Dollar (\$5,000) Grant to be used for In-Car Video Cameras and related accessories; and,

WHEREAS, the Sheriff's Office has received Forty-Six Hundred Dollars (\$4,600) from the Speedway Children's Charities and One Thousand Dollars (\$1,000) from the Sullivan South Community Chest to be used for the Drug Education and Anger Management "DREAM" Program for fifth grade students of Sullivan County.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the above appropriations in the amounts of \$5,000.00 and \$5,600.00. Account codes to be assigned by the Director of Accounts and Budgets.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this 28<sup>th</sup> day of January, 200~~1~~<sup>2</sup>.

Attested: Janie Gammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

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

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

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

2001-12-118 alt

Comments: 1st Reading 12/17/01; Approved 01/28/02.

Sullivan County, Tennessee  
Board of County Commissioners

Administrative / Budget Committee  
2001-12-119

6  
No. 1

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 17<sup>th</sup> day of December, 2001.

**RESOLUTION Authorizing Agreement with Frontier Health for Respite Youth Care**

WHEREAS, Sullivan County is presently requesting respite services for county juveniles at risk of out-of-home placement; and

WHEREAS, Frontier Health is qualified, licensed and able to provide the needed services; and

WHEREAS, the Department of Children's Services has previously funded a grant for this service;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22<sup>nd</sup> day of January, 2001, hereby authorize Sullivan County to enter into the attached Agreement with Frontier Health for the provision of respite youth care. Further, the County Executive is hereby authorized to execute the attached Agreement on behalf of Sullivan County.

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

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

Duly passed and approved this 28th day of January, ~~2001~~ 2002.

Attest: Jeanie Gammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

Introduced By Commissioner: M. Vance

Seconded By Commissioner(s): S. Jones/E. Kilgore

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

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

2001-12-119 in

Comments: Attachment

1st Reading 12/17/01; Approved 01/28/02.

**AGREEMENT**

**FRONTIER HEALTH, INC.  
&  
COUNTY OF SULLIVAN, TN**

**THIS AGREEMENT** is entered into the 1st day of April, 2001, by and between the County of Sullivan, TN, hereinafter referred to as the "County", and Frontier Health, Inc., hereinafter referred to as the "Contractor".

**WHEREAS**, the County is presently requesting respite services for county juveniles at risk of out-of-home placement and has the authority to contract for said services; and

**WHEREAS**, the Contractor is qualified, licensed and able to provide the needed services described herein and has provided the County with a proposed budget for fiscal year 2001-2002; and

**WHEREAS**, the County has found the proposed budget acceptable and desires to contract with the Contractor to provide such needed services;

**NOW THEREFORE**, the parties of this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **SERVICES.** The Contractor agrees to provide the program of services (see attached program description), and shall maintain any and all necessary licensure by timely completing and satisfying applicable licensing standards of appropriate licensing agents. The Contractor agrees to provide County the following:
  - a. Access on an as needed basis four (4) "respite" beds from 4/1/01 to 9/30/01.
  - b. Access on an as needed basis three (3) "respite" beds from 10/1/01 to 9/30/02.
2. **CONTRACT PERIOD.** The term of the Agreement shall be for federal fiscal years 2001 and 2002, and services rendered under the contract shall commence on April 1, 2001, and shall cease on September 30, 2002, unless otherwise terminated. All time limits stated in this Agreement are of the essence and the County shall be under no obligation to provide any funds or assistance to the Contractor for any period beyond the last day of said fiscal year.
3. **AUTOMATIC ANNUAL RENEWAL.** Subsequent to the Contract Period set forth above, unless a party hereto notifies the other in writing otherwise, this Agreement shall automatically renew annually on September 30 for an additional one (1) year period with revisions allowable based on available funding. The compensation to be paid to Contractor is to be agreed upon prior to any automatic renewal becoming effective.

ATTACHMENT 2001-12-119  
Page 2 of 15

4. **COMPENSATION.** The County shall provide the Contractor with \$39,628.00 for the period of April 1, 2001 through September 30, 2001 and \$30,271.00 for the period of October 1, 2001 through September 30, 2002 for the operation of this program during the term of this contract. Contractor hereby acknowledges full receipt and satisfaction of the \$39,628.00 due for the period April 1, 2000 through September 30, 2001 and hereby releases County for such amount due. The payment of \$30,271.00 due for the period October 1, 2001 through September 30, 2002 shall be paid in two increments: \$22,703.25 which will be due on or before June 15, 2002 with the balance of \$7,567.75 due on or before September 15, 2002.
5. **REVISIONS.** This contract constitutes the entire Agreement between the County and the Contractor for the program of services delineated herein. Any alterations, amendments, or modifications in the provisions of this Agreement shall be in writing, signed by the parties, and attached hereto.
6. **FINANCIAL RECORDS.** The Contractor agrees to maintain necessary records and accounts related to this contract, including personnel and financial records.
  - a. The Contractor shall use any generally acceptable accounting system.
  - b. The Contractor shall retain such financial records for a period of five (5) years after the expiration of this contract, or until the records are audited, whichever occurs first. In no instance shall the Contractor retain records for less than three (3) years or be required to retain records for more than five (5) years.
  - c. Costs which are associated with this program and shared with other Contractor activities, whether contracted for by the County or otherwise, shall be auditable within the accounts of the program.
  - d. The Contractor agrees to make all applicable financial reports available for periodic internal audit review by the County.
7. **REPORTS AND INFORMATION.** The Contractor and the County agree that accurate data on the program's services are necessary for the County to fulfill its responsibilities and to further its ability to find sources of funding for the program and that an expeditious exchange of information is necessary for the effective and efficient operation of the program. Therefore, the Contractor agrees to provide the County year-to-date statistical report submitted on a monthly basis.
8. **CONTRACTING.** The services covered by this Agreement shall not be sub-contracted or assigned without prior written consent of the County.
9. **COMPLIANCES.** The Contractor agrees it will comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program which is the subject of this contract:
  - a. All applicable federal and state laws and regulations for the assurance of the

ATTACHMENT 2001-12-119  
Page 3 of 15

individual rights of clients served by the program;

- b. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or the employment practices of the contractor.
- c. Applicable inspection, licensing and reporting requirements of the Tennessee Departments of Mental Health/Mental Retardation, Human Services, and Corrections.

10. **LIABILITY.** The Contractor agrees that it will, during the term of this Agreement, indemnify and hold harmless the County, its officers, agents, employees, elected officials and its designated representatives from and against all loss, liability or expense, including reasonable attorney's fees arising out of any and all claims, suits, actions, and liabilities whether in law or in equity arising from or in any way growing out of the performance, acts, neglect or misadventure of the Contractor in its carrying out its obligations pursuant to the terms of this Agreement unless such claims, suits, actions, or such liabilities as hereinabove specified result from such acts as may be required of the Contractor by the County in writing to which acts the Contractor objected in writing to the County.

- a. The Contractor shall, during the term of this Agreement, insure and keep insured in sufficient sums to protect the parties hereto from such claims, suits, actions or other such liabilities for bodily injury whether mental or physical, including, but not limited to claims, violations of constitutional and civil rights as may be provided in federal and state statutes, actions or claims as may be incurred by reason of property damage arising out of the parties' obligations under this Agreement.
- b. All insurance protection to be provided by the Contractor in compliance with this article shall provide such coverage which shall be obtained under standard comprehensive form policies issued by insurers of recognized responsibility authorized to do business in the State of Tennessee, and Contractor agrees to furnish County with certificates evidencing the existence of coverage required by this article.

11. **SEVERABILITY.** Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

12. **COLLATERAL CONTRACTS.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.



ATTACHMENT 2001-12-119  
Page 4 of 15

13. **TERMINATION.** This Agreement may be terminated at any time for any or no reason under the following circumstances:
- a. The County may terminate the Agreement with a written notice delivered to the Contractor at least thirty (30) calendar days prior to the date of actual termination.
  - b. The Contractor may terminate the Agreement with a written notice delivered to the County delivered to the County at least thirty (30) calendar days prior to the date of actual termination.
  - c. Upon termination of this Contract prior to September 30, 2002, compensation due Contractor for the period October 1, 2001 through September 30, 2002 shall be prorated based upon the percentage of full year performed. Should Contractor have been previously paid the full amount for said period, Contractor agrees to immediately refund any overpayment to County.
14. **COUNTERPARTS.** This Agreement shall be executed in two counterparts, each of which will be deemed an original.
15. **PERSONNEL.** Contractor assumes all responsibility for personnel matters. Personnel vacancies will be filled in accordance with the standards set forth by the Contractor's personnel policies and procedures. It is agreed that Contractor is an independent contractor and no-one employed by Contractor shall be considered an employee of County.
16. **FORCE MAJEURE.** The parties are excused from the performance of the conditions of this contract by reason of flood, fire, act of God, labor strike, or cessation of funding.

IN WITNESS WHEREOF, the parties have set their signatures or have authorized those of the appropriate representatives and officials to be hereafter set forth on the day and year first above written.

**FRONTIER HEALTH, INC.**

BY: \_\_\_\_\_  
E. Douglas Varney, President

\_\_\_\_\_  
Date

**SULLIVAN COUNTY, TENNESSEE**

BY: \_\_\_\_\_  
Gil Hodges  
County Executive

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

ATTACHMENT 2001-12-119  
Page 5 of 15

STATE OF TENNESSEE  
COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, personally appeared GIL HODGES, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence to be the within-named bargainer, and who, upon oath, acknowledged himself to be County Executive of Sullivan County, Tennessee, one of the within-named bargainors, a political subdivision of the State of Tennessee, and that he as such County Executive, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said political subdivision by himself as County Executive.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF WASHINGTON:

Before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, personally appeared E. Douglas Varney, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence; and who, upon oath, acknowledged himself to be President of Frontier Health, Inc., the within-named bargainer, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

PROGRAM PROPOSAL  
SHORT TERM RESPITE AND SCREENING PROGRAM

I. INTRODUCTION

A. Problem Statement

The violent crime rate among juveniles has increased sharply over the past few years. According to the Office of Juvenile Justice and Delinquency Prevention's (OJJDP) report, Juvenile Offenders and Victims: A National Report, by the year 2010, the juvenile population 10 to 17 years old is projected to increase more than twenty percent. Unfortunately, the Nation's already strained juvenile justice system does not have adequate resources to effectively identify and treat youth at high risk of becoming serious, violent, and chronic offenders nor the resources to intervene effectively when they reach this point. An additional problem which continues to plague the system of care for juveniles is that many youth are remanded to the State's custody in order to identify and obtain needed services in an effort to prevent further delinquent behavior.

It is readily accepted that a variety of problems and factors contribute to the development of delinquent behavior among youth. Ineffective parental discipline, family violence or disruption, hyperactivity, school failure, truancy, and negative peer influences as well as factors such as mental illness, substance abuse, poverty, learning disabilities, child abuse and neglect all contribute to the social problem of delinquency. And according to a 1992 report by the National Coalition for the Mentally Ill in the Criminal Justice System, it is estimated that as many as 60% of the youth in the juvenile justice system have diagnosable mental health problems and treatment needs. The increasing prevalence of teenage suicide is another indication that more proactive involvement and early intervention is needed for at risk youth.

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The 1993 Office of Juvenile Justice and Delinquency Prevention's (OJJDP) Comprehensive Strategy for Serious Violent and Chronic Juvenile Offenders, established the following principles to guide community efforts to battle and prevent juvenile delinquency:

- Strengthen the Family
- Support Core Social Institutions
- Promote Delinquency Prevention
- Intervene Immediately and Effectively When Delinquent Behavior Occurs
- Identify and Control the Serious Violent and Chronic Offender

**B. Existing Resources**

Region I has a variety of services and resources for children and youth. Residential services are fairly abundant, but for the most part, they are reserved for youth in State custody. For non-custodial youth, there is a Level II program which only Sullivan County adolescent males and a few females can access. There are Observation and Assessment (O&A) Centers located in Johnson City and Blountville, serving Region I adolescents, however, these beds are limited and generally reserved for delinquent youth.

In addition to the residential services for custodial youth, there is also a full array of non-residential mental health and substance abuse services for the non-custodial youth. The region has a Juvenile Education Academy, which only serves Johnson City youth.

**C. Greatest Area of Need**

In spite of the above-mentioned services for youth, there does appear to be a gap in services. At present, there are limited short-term respite services available for youth who

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are unruly or delinquent, or at significant risk of becoming delinquent and not yet in State custody.

The need for intervening early with the unruly population is indicated when you examine some basic statistics. According to a report of the Tennessee Council of Juvenile and Family Court Judges, approximately 1,762 youth from Sullivan County (Kingsport, Bristol and Sullivan County Courts) were involved in Juvenile Court during the 12 month period between January and December 1997. In addition, according to a report from the Northeast Community Service Agency, 163 youth from Sullivan County were committed to State custody during the 1999 fiscal year, resulting in a total of approximately 237 youth in State custody from Sullivan County by the end of that same fiscal year. Although these figures are reflective of dependent/neglect, unruly and delinquent youth, it bears repeating that additional delinquency prevention programs that intervene immediately and effectively are essential if these figures are to decline.

D. Most Effective Use of Funds

Over the years, the three Sullivan County Juvenile Courts have dedicated themselves to promoting the development of innovative prevention and intervention programs to assist them in dealing with the growing numbers of juveniles who come to their attention. Sullivan House, a non-custodial Level II residential treatment facility for Sullivan County adolescents is an example of the courts cooperative efforts to decrease juvenile delinquency and strengthen the family by preventing custody placements for at risk youth. In spite of their efforts, however, they still do not have adequate resources to effectively identify and treat youth at high risk of becoming serious, violent, and chronic offenders or the resources to intervene effectively when they reach this point.

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The Sullivan County Juvenile Courts have an opportunity to pool available funding from this Juvenile Accountability Incentive Block Grant to expand services for unruly, delinquent, and youth at risk of delinquency who are not yet in state custody. The courts propose to use the funding to create a service that will provide for a short-term respite placement for referred youth.

The program would be for youth that have come to the courts' attention on delinquent or unruly charges and for whom a short term out of home placement is in the best interest of the youth, their family, and the community. The critical components of the program would be respite, screening, and referral for both males and females of all ages.

It is the court's experience that many times, youth that are unruly are often at risk of developing delinquent behavior. Often a short term separation from their families may provide all involved with the opportunity to step back from the current crisis, calmly assess the situation and develop a plan which will increase the chances of that youth being able to safely remain with the family. The short term respite and screening service for youth who are already identified as high risk (given their involvement with juvenile court) and not yet in State custody, will meet several of the previously referenced principles set forth by OJJDP to guide community efforts to battle juvenile delinquency in the following ways:

- Services will be community based in an effort to keep youth as close to home as possible, thereby avoiding further weakening of the family
- A major program component of the service will involve the family in the crisis stabilization and assessment process in an effort to assess the

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family's needs and provide necessary service linkage, in an effort to strengthen the family

- The short term respite and screening service will provide a means of intervening early, providing the youth with a structured program while giving them and their family the opportunity to re-evaluate their current direction and future goals, thereby promoting delinquency prevention.

The availability of a short-term respite and screening service provides the community with an opportunity to prevent more serious violent and chronic juvenile offenders. In order to maximize its effectiveness, however, the service must provide both crisis stabilization and integrated coordination and linkage to multiple services for the youth and family. The service in this proposal will provide these critical components. This proposal is in accordance with the priority needs identified by the juvenile judges of Sullivan County. Letters of support from the judges are attached.

## II. PROGRAM DESCRIPTION

This proposal will maximize the use of existing resources in Sullivan County by expanding the capacity of a current provider, Frontier Health, to provide short-term respite and screening services. Frontier Health currently has three residential facilities in Sullivan County and a variety of trained therapeutic foster families that can be utilized to provide the proposed services.

Services would be available for males and female juveniles of all ages, who are Sullivan County residents. There would be one portal of entry for referrals. Trained staff will accept referrals from the courts, local law enforcement officers, Department of Children's Services, or the Community Service Agency. Staff will triage the referral and make disposition of the case according to the age and needs of the youth. Appropriate

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referrals will be unruly or delinquent youth, or youth who are deemed at high risk of delinquency and non-violent juvenile offenders who are good candidates for remaining in the community with their families if given access to appropriate resources and services to meet the family's needs. Options for placement would include referral to a Respite Therapeutic Foster Home (which would enhance the court's ability to provide respite services for young children), Sullivan House (for male adolescents), Oasis (for female adolescents), and/or Link House. The residential facilities mentioned above are fully staffed and have the space to accommodate additional referrals. The staffing patterns are minimally one staff to every eight youth and all houses maintain awake staff around the clock. Referrals will be accepted on a "first come, first serve" basis in accordance with the stated preference of the juvenile courts. Every effort will be made not to mix custodial and non-custodial youth.

Program services will include:

1. Basic short term residential care, which includes room and board, coordination of and necessary medical or behavioral health care.
2. Structured supervised activities, including an educational component.
3. Advocacy and linkage with the school system.
4. Coordination and consultation with the Juvenile Courts.
5. A screening to determine the needs of the child and family and linkage to a broad continuum of services offered by Frontier Health for the child and family.

The three primary components of the program would be respite/shelter care, a screening and assessment of needs, and coordination with the Juvenile Courts. The length of stay in the program would be short, on the average of less than three weeks. The focus of the service would be to intervene quickly, assess the situation, link the



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family to needed resources, and return the youth home as soon as possible. The anticipated outcomes of the program are:

- To reduce custody commitments within the Department of Children's Services by assisting Sullivan County Juvenile Courts to develop community based programs designed to provide alternatives to commitment
- To keep youth close to home and community and to keep families intact
- To support initiatives by communities to provide local services to their own youth
- To increase youth accountability for behavior
- To decrease recidivism rates

### III. IMPACTED PROGRAM PURPOSE AREAS

The JAIBG funds are available for the purpose of impacting any of twelve areas. This proposal, if funded, will have the greatest impact on Purpose Area #3 – it will provide funding for pre-trial services for juveniles to ensure smooth and expeditious administration of the juvenile justice system. Expediting a short term out of home placement will provide the courts with the opportunity to stabilize a crisis situation and allow them to obtain information that will assist in proper disposition of a case, while simultaneously linking families in crisis with necessary services. (65% of the available funding will be used to impact this Purpose Area).

In addition, this proposal will also impact Purpose Area #10 – it will establish and maintain interagency information-sharing programs to enable juvenile justice systems, schools, and social service agencies, to identify, control, supervise, and treat juvenile offenders and those at significant risk. The use of a short term respite and

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assessment process and linkage will assist in targeting those youth and families in need of additional services and helping them to access those services in order to prevent further court involvement (35% of the available funding will be used to fund this Purpose Area). And, equally important, this program will provide the courts with another alternative to State Custody for youth.

#### IV. TIMETABLE OF ACTIVITIES

##### 1. Personnel Hiring

The majority of the staff are already in place in existing Frontier Health sites to accommodate these referrals. This program was originally funded in March 2001 and will be operational through September 2001 with existing funding. If funded for another year, the program will continue without interruption. The only change in the new contract would be a reduction of the number of youth to be served, due to the decrease in available funding. With the funding to be available for this current proposal, it is anticipated that the program would be able to serve up to three youth at any one time.

##### 2. Purchasing

It is unlikely that any additional major purchases will be necessary since this is a continuation program request.

##### 3. First Intake Date

The first referral of the new contract year should be able to be processed immediately since this is a continuation program request.

##### 4. Project Activities

Project activities should be able to begin simultaneously with the first intake.

#### V. PERFORMANCE EXPECTATIONS / PROJECTED OUTCOMES

##### Goal #1:

The short-term respite and assessment program will provide a prompt short term respite and crisis stabilization services to referred youth.

##### Performance Indicators:

The average length of stay in respite care will be 21 days.

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Goal #2

Access to the respite and assessment service will enable referred at risk juveniles to avoid placement in State Custody.

Performance Indicator:

75% of referred youth will remain out of state custody one month after discharge from the program.

Goal #3

The availability of this program will fill a gap in necessary service for non-custodial at risk juveniles in Sullivan County.

Performance Indicator:

The respite program will provide services for at least five youth per month nine out of the 12 months of the contract period.

Goal #4:

The availability of this program will decrease the incidence of juvenile delinquency in Sullivan County.

Performance Indicator:

50% of the youth referred will remain free of juvenile offenses at one-month follow-up.

VI. SUMMARY

The short term respite and assessment program is a collaborative effort between two Juvenile Courts in Sullivan County and Frontier Health, a behavioral health organization. Frontier Health will be the subcontracted agency to provide the direct services for referred youth. The proposed service maximizes the funds available for service to youth and provides an efficient use of existing resources to meet the identified need. The success of the program will not require an additional facility, or extensive

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additional staff. The courts are familiar with doing business with Frontier Health, and in fact contract directly with them to provide a non-custodial Level II residential program for Sullivan County adolescents.

Frontier Health has the ability to work with unruly and delinquent youth. Frontier Health, a private, not for profit corporation has delivered successful and effective children's services across the eight county area of Northeast Tennessee for over forty years. The agency is licensed by various departments in Tennessee including, DMHDD, DOH, and DCS. Frontier Health personnel have long standing cooperative working relationships with juvenile courts, school systems, health departments, DCS and the CSA's. In addition to providing a full array of mental health and substance abuse services, Frontier Health also operates six adolescent residential programs and numerous therapeutic foster care homes. It is anticipated that this endeavor between Frontier Health and Sullivan County Juvenile Courts will be a successful expansion of their ability to work together to provide needed services to the juveniles and their families of Sullivan County.

Sullivan County, Tennessee  
Board of County Commissioners

7  
No. 6  
Executive Committee  
2001-12-120

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 17<sup>th</sup> day of December, 2001.

**RESOLUTION Requesting Tennessee Department of Transportation to Post "No Parking" Sign between Intersection of State Route 394 and Highway 126 and Ingress/Egress Entrance to First Vantage Bank on Highway 126**

WHEREAS, safety concerns have been expressed relative to the ingress/egress entrance to First Vantage Bank on Highway 126 due to poor visibility as a result of automobiles parking between said entrance and the intersection of State Route 394 and Highway 126;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 17<sup>th</sup> day of December, 2001, hereby request the Tennessee Department of Transportation to post a "No Parking" sign between the intersection of State Route 394 and Highway 126 and the ingress/egress entrance to First Vantage Bank on Highway 126. Further, the Board of Commissioners hereby request that the sign only stipulate that no parking be allowed between the hours of 8:00 a.m. and 5:00 p.m.

**[WAIVER OF RULES REQUESTED]**

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

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

Duly passed and approved this 28<sup>th</sup> day of January, ~~2001~~ 2002

Attested: Janice Gammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

Introduced By Commissioner: D. Houser  
Seconded By Commissioner(s): P. Milhorn/S. Jones

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

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

012-120-2001.m

Comments: Waiver of Rules Requested

1st Reading 12/17/01; Approved 01/28/02.

Sullivan County, Tennessee  
Board of County Commissioners

8  
No. 10  
Executive Committee  
2001-012-122

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 17<sup>th</sup> day of December, 2001.

**RESOLUTION Requesting Tennessee General Assembly to Approve a Private Act for Passage by Sullivan County to Alter the Membership of the Sullivan County Board of Education**

WHEREAS, it is in the best interest of the citizens of Sullivan County that the number of members on the Sullivan County Board of Education be increased from its current membership of seven to ten members;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 17<sup>th</sup> day of December, 2001, hereby request the Tennessee General Assembly to approve the following in the form of a Private Act for passage by Sullivan County:

Section 1 - The Sullivan County Board of Education shall consist of ~~ten (10)~~ <sup>nine (9)</sup> members with one member to be elected from each of ~~ten (10)~~ <sup>nine (9)</sup> school districts to be established by the Sullivan County legislative body.

Section 2 - The Sullivan County Director of Schools shall be the secretary of the Sullivan County Board of Education.

Section 3 - The compensation of the members of the Sullivan County Board of Education shall be nine hundred and sixty dollars (\$960.00) per year for each member payable in monthly installments of eighty dollars (\$80.00), for actual attendance at the meetings of the board transacting business imposed and required by law. Prior to each monthly payment, each member shall make a statement in writing, that he or she has served as a member of the board and has discharged all duties imposed or required by law. On receipt of this statement, the county executive officer shall cause the monthly installment to be paid. Such compensation shall be in lieu of all other compensation to board members except as may be directed by the county legislative body. The compensation of the chairman of the board shall be one thousand and eighty dollars (\$1,080.00) per year, payable in monthly installments of ninety dollars (\$90.00) under the procedure detailed above.

Section 4 - The terms of office of the board members for the ten (10) districts shall be as follows:

District 1	-	2000-2004
District 2	-	2002-2006
District 3	-	2000-2004
District 4	-	2002-2006
District 5	-	2000-2004
District 6	-	2002-2006
District 7	-	2000-2004
District 8	-	2002-2006
District 9	-	2002-2004
District 10	-	2002-2006

Upon expiration of each term, the subsequent term of office shall thereafter be as set forth by state law.

Section 5 - All previous Private Acts relative to the Sullivan County Board of Education are hereby repealed.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on \_\_\_\_\_, 2001, the public welfare requiring it. Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2001- 2002

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

Approved: \_\_\_\_\_  
County Executive Date

Introduced By Commissioner: M. Gonce  
Seconded By Commissioner(s): B. Boyd

Committee Action	Approved	Disapproved	Deferred	No Action
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	3	19		2	
Voice Vote					

012-122-2001-01

Comments: 1st Reading 12/17/01; Amended by Comm. Gonce changing ten members and districts to nine members and districts 01/28/02; Failed by roll call vote 01/28/02.

**Comments:**





TENNESSEE DEPARTMENT OF EDUCATION

*Education Edge*

4<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
(615) 532-5942

November 28, 2001

Dr. John O'Dell, Director of Schools  
Sullivan County Schools  
Education Edge Fiscal Agent  
P.O. Box 306  
Blountville, TN 37617-0306

Dear Dr. O'Dell:

Please find the enclosed transition grant contract, attachment, contract summary sheet, and supplemental schedule. This contract and attached documents constitutes your transition contract for July 1, 2001 through June 30, 2002. All previous Education Edge contracts have been officially terminated. As a condition for retaining the state's unobligated carryover balance, we are required to account for these funds separately. We have also requested that your partnership reconcile funding from the five-year implementation grant and that balance is now combined with your transition allocation in this new contract. The U. S. Department of Education supplied the original Education Edge funds to the state and the transition funds are from the U. S. Department of Labor. There is a breakdown of the two totals reflected on your supplemental schedule with each funding source and separate grant codes, subgrant codes, and CFDA #s.

There is a modified Invoice Form and a Request for Reimbursement Form on our website. This revised form should be used to accommodate reporting for either Carryover or Transition Funds. There is a place on page two to check the funding source for your request for reimbursement. The Baldrige grant allocations are also Education funds and there is a box to check that special project. This process will expedite the reimbursement process.

The Office of Education Edge has been granted a no-cost extension for 10-1-01 through 9-30-02 with the option to apply for one more extension. By June 30, 2001, all federal funds supplied to local partnerships should have been obligated and expended. We will start the closeout process again next June for these one-year transition grants.

Should you have any questions regarding your transition grant, please feel free to contact Alberta Wilks, Grant Administrator at (615) 741-6055 or Michelene McKinney, Fiscal Administrator, at (615) 532-1618.

Sincerely,

  
Betsy R. Houston  
Executive Director

BRH/aw

Attachment

C O N T R A C T   S U M M A R Y   S H E E T							
Contract Number		Z-02-07260-00		State Agency		Education	
		DG-02-01683-00		Division		Education Edge	
Contractor				Vendor ID Number			
Sullivan County Schools				V— X C—		C626000858 00	
Service Description							
Provision of local education reform and partnership building activities leading to sustainability.							
Contract Begin Date				Contract End Date			
July 1, 2001				June 30, 2002			
Allocation Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
331.09	492	133	25	X on STARS	2GV, 1GQ	ABX, AAX	
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)		
02	\$0.00	\$409,952.00	\$0.00	\$0.00	\$409,952.00		
Total	\$0.00	\$409,952.00	\$0.00	\$0.00	\$409,952.00		
Fiscal Year Funding is Strictly Limited				CFDA Number 84.278E and 17.249			
X	Contractor is on STARS			State Fiscal Contact			
X	Current Form W-9 On File With Accounts OR Form W-9 Attached			Name	Micheline McKinney, Education Edge Office		
				Address	4th Floor AJ Tower, 710 James Robertson Pkwy.		
				Phone	Nashville, TN 37243-0375 (615) 532-1618		
X	Service Provider Registered with F&A			Procuring Agency Budget Officer Approval Signature			
X	Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)						
COMPLETE FOR ALL AMENDMENTS (only)				Funding Certification			
		Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
Contract End Date							
FY							
FY							
FY							
FY							
Total				OCR Use Only			
RFS Number: 331.092-351 Program Routing Date:                      SDE Legal Approval: Print Authorization Date: Posted to STARS Date:							

CONTRACT SUMMARY SHEET  
SUPPLEMENTAL SCHEDULE

<b>Contract Number</b>		Z-02-07260-00					
<b>Fiscal Year</b>		2002					
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	<b>CFDA #</b>	<b>Amount</b>
331.09	492	133	25	2GV	ABX	84.278E	\$363,620.00
331.09	492	133	25	1GQ	AAX	17.249	\$46,332.00
						<b>TOTAL</b>	\$409,952.00
<b>RFS#:</b> 331.092-351							

Allotment Code 331.09  
Cost Center 492  
Grant Code 2GV/ABX, 1GQ/AAX

RFS Number 331.092-351  
DG Number DG-02-01683-00  
Z Number Z-02-007260-00

**GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
SULLIVAN COUNTY SCHOOLS**

This Grant, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Sullivan County Schools, hereinafter referred to as the "Grantee," is for the provision of LOCAL EDUCATION REFORM AND PARTNERSHIP BUILDING ACTIVITIES LEADING TO SUSTAINABILITY, as further defined in the "SCOPE OF SERVICES."

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

P.O. Box 306  
Blountville, TN 37617-0306

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall perform the services or activities described in Attachment A.

**B. GRANT TERM:**

- B.1. Grant Term. This Grant shall be effective for the period commencing on July 1, 2001 and ending on June 30, 2002. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant exceed FOUR HUNDRED NINE THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$409,952.00). The Grant Budget, attached and incorporated herein as a part of this Grant as Attachment B, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State and the Grant Budget Service Rates under this Grant are firm for the duration of the Grant and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the line item budget, the amount charged by line item for the period invoiced, the amount charged to date by line item, the total amount charged under this Grant for the period invoiced, and the total amount charged to date. An invoice including reimbursement based on the Grant Budget Service Rates for completed service shall also indicate the applicable Service Rates and the service units or program milestones completed.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.

C.5. Expenditures and Accounting. The expenditure of funds made available through this Grant may deviate from Grant Budget Line Items by up to fifteen percent (15%) within the total Grant Budget amount without State approval. The Grantee may request revisions of Grant Budget Line Items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Budget amount. Grant Budget Line Item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant amendment.

The Grantee shall submit a final expenditure report within 45 days following the end of the grant period. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of claims that are submitted later than the 45 days required for the final expenditure report.

If total payments made by the State for the period of this grant exceed qualifying expenditures, the Grantee shall refund to the State the difference. The refund shall accompany the final expenditure report that is due 45 days after the end of the grant period.

The Grantee's accounting records must be closed out at the end of the Grant period in such a way that no reimbursable expenditures or revenue collections are carried forward.

C.6. Indirect Cost and Allocation of Costs. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed indirect cost as detailed in the attached Grant Budget and as substantiated by the approved indirect cost rate. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State.

If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

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

C.7. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.8. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.

C.9. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.

C.10. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to

the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate the Grant by giving the Grantee at least THIRTY (30) days written notice before the effective termination date. In that event, the Grantee shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant or enter into a subcontract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant pertaining to Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice (Sections D.6, D.7, D.8, D.9, and D.10).
- Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- D.7.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- D.7.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D.7.c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If this Grant involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:
- "NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Grant supported services.
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with Department of Education." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives \$300,000 or more in aggregate federal and/or state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be

responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.

- D.17. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant.

- D.20. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.

- D.22. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.23. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the



parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

BETSY HOUSTON, EXECUTIVE DIRECTOR  
Tennessee Department of Education  
Andrew Johnson Tower, 4<sup>th</sup> Floor, 710 James Robertson Parkway, Nashville, TN 37243-0375  
(615) 532-5942  
(615) 532-4792

The Grantee:

DR. JOHN O'DELL, FISCAL AGENT  
Sullivan County Schools  
P.O. Box 306, Blountville, Tennessee 37617-0306  
(423) 279-2203  
(423) 279-2204

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

E.3. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant. Upon termination of this Grant, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.

E.4. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$1,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the **Tennessee Code Annotated**, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1

of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written

approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.

SCHOOL-TO-CAREER  
STATE OF TENNESSEE

OCT 19 2001

IN WITNESS WHEREOF:

SULLIVAN COUNTY SCHOOLS:

John P. O'Dell 10-16-01  
Dr. John O'Dell, Director of Schools DATE

DEPARTMENT OF EDUCATION:

Faye P. Taylor 11-26-01  
Faye P. Taylor, Commissioner DATE

Region 1A Hawkins/Gulliver Partnership

### GRANT BUDGET

PART I — LINE ITEMS

[illegible]

Budget Line Item	Federal Funding	State Funding	Total Grant Amount *
Baldwin Education	115,000		115,000
Curriculum Development	45,000		45,000
Travel	10,000		10,000
School Site/Employer Mentor	10,000		10,000
Professional Development	35,000		35,000
Employer Outreach	20,000		20,000
Marketing/Communications	19,000		19,000
Program Coordination/Materials & Supplies	124,952		124,952
Administrative	40,000		40,000
Total	\$409,952		\$409,952

**Total Grant Amount does NOT include the Grants Match Requirement**

Sullivan County, Tennessee  
Board of County Commissioners

No. 10  
Budget Committee  
2002-01-02

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing Amending the 2001-2002 General Purpose School Budget for the Safe Schools Grant received from the State of Tennessee in the amount of \$57,009.00**

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

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves amending the General Purpose School Budget as follows. The County's match is the current budgeted expenses for the SRO program, no additional county funds are necessary. This is a reimbursement type grant.

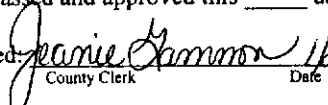
Account Number	Account Description	Amount
46000.000	Other State Grants	57,009.00
72210.308	Consultants	2,250.00
72210.399	Other Contracted Services	1,000.00
72210.429	Instructional Materials and Supplies	4,100.00
72620.426	General Construction Material	49,659.00

**WAIVER OF THE RULES REQUESTED**

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

Duly passed and approved this 28<sup>th</sup> day of January, 2002.

Attested:

  
County Clerk Date 1/28/02

Approved:

  
County Executive Date 1/28/02

**Introduced By: Commissioner: Dennis Houser**

**Seconded By: Commissioner(s): Michael Surgenor**

hi

2002-01-02	Administrative	Budget	Executive	County Commission
ACTION		Approved 1-10-02	Approved 1-8-02	Approved 01-28-02-22A, 2ABS

Comments:



DON SUNDQUIST  
GOVERNOR

STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION  
6<sup>TH</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

FAYE P. TAYLOR  
COMMISSIONER

November 8, 2001

Dr. John B. Odell, Director  
Sullivan County Schools  
P. O. Box 306  
254 Blountville Bypass  
Blountville, TN 37617

Dear Dr. Odell:

I am pleased to inform you that your application for funding under the Safe Schools Act of 1998 has been approved in the amount of \$ 57,009.00. The effective start date for this project will be 10/01/01 and the ending date will be June 30, 2002.

The funding identified above is contingent upon a local match of \$22,167.00.

Enclosed you will find a copy of your approved project plan as well as forms and instructions to be utilized as you administer this program. Questions regarding this funding should be directed to Mike Herrmann at (615) 741-3248.

We look forward to working with you and your staff to ensure a safe and disciplined learning environment for all Tennessee students.

Sincerely,

A handwritten signature in cursive script that reads "Faye P. Taylor".

Faye P. Taylor

FPT:MH:sc

Enclosures

c: Paul Ackerman  
Glen Arwood (w/enclosure)

**75 % INITIAL ALLOCATION BUDGET  
SAFE SCHOOLS ACT 1998**

NOTE: PLEASE PROVIDE A JUSTIFICATION FOR EACH ITEM

School System: Sullivan County Department of Education  
School Year: 2001-2002

ITEM	STATE FUNDS	LOCAL MATCH	AMOUNT BUDGETED
72210.308 (Consultants)	2,250.00	N/A	2,250.00
72210.399 (Other Materials/Supplies)	1,000.00	N/A	1,000.00
72210.429 (Materials/Supplies)	4,100.00	N/A	4,100.00
72620.426 (General Construction)	49,659.00	N/A	49,659.00
54110.914 (Salaries)	N/A	22,167.00	22,167.00
<i>* Fire alarm-related purchase are not considered a reimbursable expense. MAH</i>			
<i>11/7/01</i>			
<b>TOTALS</b>	57,009.00	22,167.00	79,176.00



**100 % FULL FUNDING BUDGET  
SAFE SCHOOLS ACT 1998**

NOTE: PLEASE PROVIDE A JUSTIFICATION FOR EACH ITEM

School System: Sullivan County Department of Education

School Year: 2001-2002

ITEM	STATE FUNDS	LOCAL MATCH	AMOUNT BUDGETED
72210.308 (Consultants)	2,250.00	N/A	2,250.00
72210.399 (Other Materials/Supplies)	1,000.00	N/A	1,000.00
72210.429 (Materials/Supplies)	4,100.00	N/A	4,100.00
72620.426 (General Construction)	68,663.00	N/A	68,663.00
54110.914 (Salaries)	N/A	29,557.00	29,557.00
	<i># Fire-alarm related purchases are not considered a reimbursable expense. MHA 11/7/01</i>		
<b>TOTALS</b>	76,013.00	29,557.00	105,570.00



**SAFE SCHOOLS ACT 2001  
REIMBURSEMENT REQUEST FORM**

School System: \_\_\_\_\_

School Year: \_\_\_\_\_

Period Covered by this Invoice: \_\_\_\_\_ thru \_\_\_\_\_

**DOE Approval Stamp:**  
**APPROVED FOR PAYMENT**  
I certify that this payment is for goods  
and/or services delivered.

Date \_\_\_\_\_

Assistant Commissioner or Designee  
Allot. Code: 331.25 Cost Center: 030

ITEM	STATE AMOUNT BUDGETED	STATE AMOUNT CHARGED THIS INVOICE	STATE AMOUNT PREVIOUSLY CHARGED	STATE AMOUNT REMAINING
<b>TOTALS</b>				

**TOTAL AMOUNT REQUESTED**

**REQUIRED LOCAL MATCH:**

LOCAL AMOUNT BUDGETED	LOCAL AMOUNT EXPENDED THIS INVOICE PERIOD	LOCAL AMOUNT PREVIOUSLY EXPENDED THIS PROJECT PERIOD	LOCAL COMMITMENT REMAINING

\_\_\_\_\_  
**Signature of Superintendent**\_\_\_\_\_  
**Date**

***Note:** Please return this reimbursement form to Mike Herrmann, Director of Safe and Drug-Free Schools and Communities Programs, Tennessee Department of Education, Office of Special Programs, Andrew Johnson Tower, 7<sup>th</sup> Floor, 710 James Robertson Parkway, Nashville, TN 37243.*

Sullivan County, Tennessee  
Board of County Commissioners

No. 11  
Budget Committee  
2002-01-03

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing Amending the 2001-2002 General Purpose School Budget for the High Schools That Work Grant received from the State of Tennessee in the amount of \$20,000.00**

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

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves amending the General Purpose School Budget as follows:

Account Number	Account Description	Amount
47950.000	Other Federal Through State	20,000.00
71300.195	Substitute Teacher	1,600.00
71300.201	Social Security	140.00
71300.210	Unemployment Compensation	20.00
71300.212	Employer Medicare	40.00
71300.355	Travel	12,000.00
71300.524	Staff Development	6,200.00

**WAIVER OF THE RULES REQUESTED**

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

Duly passed and approved this 28th day of January, 2002.

Attested: Janice Hammon 1/28/02      Approved: Gil Hodges 1/28/02  
County Clerk      Date      County Executive      Date

**Introduced By: Commissioner: Dennis Houser**

**Seconded By: Commissioner(s): Michael Surgenor**

ht

2002-01-03	Administrative	Budget	Executive	County Commission
<b>ACTION</b>		Approved 1-10-02	Approved 1-8-02	Approved 01-28-02-22A, 2AB

Comments:

Sullivan County, Tennessee  
Board of County Commissioners

No. 12  
Executive Committee  
2002-01-04

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Requesting a Water Line be included in the Engineering and Construction of the Bridge located on Highway 421 at South Holston Lake**

WHEREAS, the Federal Highway and Tennessee Departments of Transportation have determined from tests and engineer studies that the existing Highway 421 Bridge has deteriorated over a period of years and must be replaced; and,

WHEREAS, electrical and communication utilities will span the new bridge; and,

WHEREAS, a water line included in the bridge construction would be of great economic and health benefit to the communities in this area; and,

WHEREAS, our State Legislators support this request for the future needs of this area.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby request the Federal Highway and Tennessee Departments of Transportation to engineer and construct <sup>minimum</sup> a six inch water line on State Bridge 82SR0340025 (replacing the Highway 421 Bridge) in that the inclusion of the waterline would be of great economic and health benefit to the communities in this area.

**WAIVER OF THE RULES REQUESTED**

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this 28<sup>th</sup> day of January 2002.

Attested: Janie Common 1/28/02 County Clerk Date  
Approved: Gil Hodges 1/28/02 County Executive Date

Introduced By: Commissioner: Morrell

Seconded By: Commissioner(s): Hyatt, McKamey, Harr

all

2002-01-04	Administrative	Budget	Executive	County Commission
ACTION		Approved 1-10-02	Approve 1-8-02	Approved 01-28-02 Voice V.

Comments: Amended by Morrell (last paragraph to read " to engineer and construct a minimum six inch water line", adding the word "minimum".

Sullivan County, Tennessee  
Board of County Commissioners

No. 13  
Budget Committee  
2002-01-05

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing the County Executive to Amend a Lease Agreement with Frontier Health Relative to the Youth Center Building**

WHEREAS, on April 14, 2000, the County Commission passed Resolution 2000-04-61 approving the County Executive to enter a Lease Agreement with Frontier Health in the amount of \$2,000.00 per month for the lease of Youth Center building; and,

WHEREAS, Frontier Health provides services to our county's juvenile court system; and they have been subject to a loss in grant monies; and at the recommendation of the Youth Home Committee they have requested that Sullivan County reduce it's lease fee for the use of the Youth Center building to \$1,000.00 per month.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the County Executive to amend the Lease Agreement with Frontier Health to \$1,000.00 per month, effective immediately, for the use of the Youth Center Building which is used as an Observation and Assessment Center for female juveniles.

**BE IT FURTHER RESOLVED** that Frontier Health shall continue to bear the expense of all maintenance during said lease and that the County will have the right to inspect the property on a quarterly basis or as necessary.

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

Duly passed and approved this 28th day of January 2002.

Attested:

Janie Gammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

**Introduced By: Commissioner: Milhorn**

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

alt

2002-01-05	Administrative	Budget	Executive	County Commission
ACTION		Approved 1-10-02	No Action 1-8-02	Approved 01-28-02- 17 A, 4N, 1P, 2 ABSENT

Comments:

**OASIS IMPROVEMENTS**  
**FOR PERIOD 5/1/2000 TO 9/30/2001**

Filed 1/28/02  
 Rec # 13

<u>DATE</u>	<u>Vendors</u>		<u>Description</u>
5/1/00 to 6/30/00	Kennedy, Martin, Rice, Hicks, Thompson, White	8,528	Various Maintenance Labor Costs
5/1/00 to 6/30/00	J.C. Paint & Decorating	2,193	Paint purch. By Maint. Staff
5/1/00 to 6/30/00	Kingsport Awning	14,040	Labor to paint Bldg
5/1/00 to 6/30/00	Lowe's	1,462	Misc. Maint Supplies
5/1/00 to 6/30/00	Super Clean	1,510	Strip & Wax Floors, Steam clean crpt.
5/1/00 to 6/30/00	Good Company	1,989	Lock Sets & Hinges for doors
5/1/00 to 6/30/00	Electrical Wholesale	1,066	Emergency Lights, Exit Lights, bulbs
5/1/00 to 6/30/00	Onward Communications	6,235	Wireless Computer Network Installed
JULY, 2000	Lanier Worldwide	3,025	Wiring for Phones
JULY, 2000	Lanier Worldwide	7,806	Fire Alarm System
APRIL, 2001	Fire and Safety Supply	1,103	Fire Supression System in Kitchen
JULY, 2000	Air Temperature Controll	1,104	Major Repairs ex: replace Compressor
SEPT., 2001	Mid Mountain Heating	1,262	Put in New Wall Heater
SEPT., 2001	Grinnell	21,400	Install new sprinkler system
SEPT., 2001	Stacy's Carpet Outlet	10,491	Lay new carpet
		<u>\$ 83,213</u>	<b>Total Improvements</b>

In addition to these property improvements, Frontier Health takes care of routine maintenance costs for the upkeep of the building. (These are expenses do not include cleaning, fire & safety, waste management, etc which are in addition to those listed below.)

Avg. Monthly	Kennedy, Martin, Rice, Hicks, Thompson, White	\$ 300	Routine Maint. Labor Costs
Avg. Monthly	Mid Mountain Heating	\$ 100	Avg. spent for Heating system Maint.
Avg. Monthly	Lowe's, H&H and Rotorooter Plumbing, Builder's Mart, Etc..	\$ 180	Routine Upkeep Supplies & Services
Avg. Monthly	Slagle Exterminating	\$ 30	Monthly Exterminating
Avg. Monthly	Goats Lawn Service (Gary Heath) (\$300 month in summer)	\$ 150	Monthly Avg for 12 mth pd-lawnservice
		<u>\$ 760</u>	<b>Monthly Total</b>

Sullivan County, Tennessee  
Board of County Commissioners

No. 14  
Budget Committee  
2002-01-06

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing the Sale of Land in the Tri-County Industrial Park**

WHEREAS, the Industrial Development Board of Sullivan County wishes to acquire an approximate 15-acre tract in the Tri-County Industrial Park, Section II, for the purpose of constructing a 75,000 squ. ft. (speculative) shell building; and,

WHEREAS, Sullivan County owns said property in its entirety within the Tri-County Industrial Park.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the sale of such land to its Industrial Development Board. Further, that payment for such land be deferred until the sale of the building.

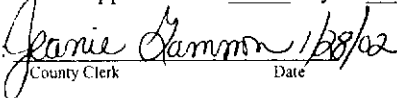
**BE IT FURTHER RESOLVED** that Sullivan County shall appropriate \$150,000 to the Industrial Development Board of Sullivan County to be used for grading of the building site with such monies being returned to the County upon sale of the building. Further, the appropriation of such monies are to come from funds generated from previous land sales within the Industrial Park.

*Waiver of the Rules Requested*

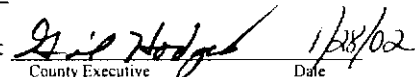
All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 28<sup>th</sup> day of January 2002.

Attested:

  
County Clerk Date

Approved:

  
County Executive Date

**Introduced By Commissioner: R. Harr**

**Seconded By Commissioner(s): M. Hyatt**

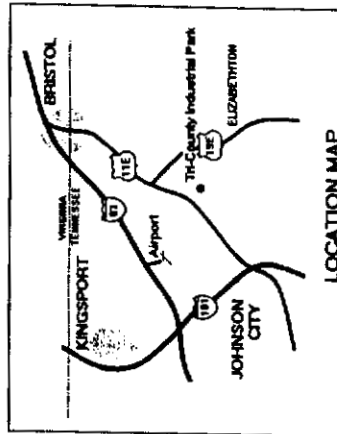
alt ATTACHMENTS

2002-01-06	Administrative	Budget	Executive	County Commission
ACTION		Approved 1-10-02		Approved 01-28-02-22A, 2ABSENT

Comments:

U.S. DEPT. OF JUSTICE

**PROPOSED SITE  
FOR SHELL BLDG.**



## LOCATION MAP



No.15  
Budget Committee  
2002-01-07

## RESOLUTION Authorizing Hiring Registered Nurse for Central High School

WHEREAS, these nursing services are reimbursed from the Board of Education to the health department fund.

**BE IT FURTHER RESOLVED** that the Board of Education will reimburse the Sullivan County Health Department for all expenses.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this 28th day of January 2002.

Attested: Jeanie Gammon 1/28/02 Approved: Ed Hodge 1/28/02  
County Clerk Date County Executive Date

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

alt ATTACHMENTS

2002-01-07	Administrative	Budget	Executive	County Commission
ACTION		Approved 1-10-02		Approved 01-28-02-22A, 2ABSENT

Comments:

**Sullivan County, Tennessee**  
**Board of County Commissioners**

No. 16  
Executive Committee  
2002-01-08

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 28<sup>th</sup> day of January, 2002.

**RESOLUTION Authorizing Amendments to Reapportionment of Commission Districts**

WHEREAS, the Sullivan County Board of Commissioners at its December 17, 2001 meeting approved Resolution No. 3, as amended, authorizing the reapportionment of commission districts in Sullivan County; and

WHEREAS, Commissioner Marvin Hyatt amended Resolution No. 3 on December 17, 2001 which amendment was approved by the Board of Commissioners; however, it was subsequently determined that such amendment would cause the redistricting plan to be out of compliance with state and federal guidelines and was, therefore, automatically stricken as per the terms of Resolution No. 3; and

WHEREAS, changes have now been made to Commissioner Hyatt's proposed amendment such that the redistricting plan will remain in compliance with state and federal guidelines;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 28<sup>th</sup> day of January, 2002, hereby amends the reapportionment plan adopted by the Board of Commissioners on December 17, 2001 as follows:

- (1) The following territory shall be shifted from the new 4<sup>th</sup> Commission District into the new 5<sup>th</sup> Commission District, that territory described as follows:

**BEGINNING** at the intersection of Lakeshore Drive and the South Holston River in a northerly direction, following Lakeshore Drive and Egypt Road to the intersection of Egypt Road and Oakdale Road; thence in an easterly direction, following Oakdale Road to its intersection with Thomas Road; thence in a northerly and then easterly direction following Thomas Road to its intersection with State Highway 390; thence in a southerly direction following State Highway 390 to its intersection with Silver Grove Road; thence in an easterly direction following Silver Grove Road to its intersection with Pleasant Grove Road; thence in a northerly direction following Pleasant Grove Road to its intersection with Hickory Hill Road; thence in an easterly direction following Hickory Hill Road to its intersection with Silver Grove Road; thence in a northeasterly direction following Silver Grove Road to its intersection with Sharp's Hollow Road; thence in a southerly direction following Sharp's Hollow Road to its intersection with a transmission line that is currently a voting precinct boundary; thence in a southerly direction following the transmission line to its intersection with the South Holston River; thence in a westerly direction following the South Holston River to the Point of **BEGINNING**.

- (2) The following territories shall be shifted from the new 5<sup>th</sup> Commission District to the new 1<sup>st</sup> Commission District, those territories described as follows:
- (a) BEGINNING at the intersection of Sand Bar Road and the south bank of the South Holston River; thence in a southerly and then easterly direction following Sand Bar Road to its intersection with the south bank of the South Holston River; thence in a northerly and then westerly direction following the south bank of the South Holston River to the Point of BEGINNING.
  - (b) BEGINNING at the intersection of Morrell Road and the south shore of the South Holston River; thence in a southerly and then easterly direction following Morrell Road to its intersection with Morrell Creek; thence in a northerly direction following Morrell Creek to the Point of BEGINNING.
  - (c) BEGINNING at the intersection of Morrell Road and Morrell Creek; thence in a southerly direction following Morrell Creek to its intersection with Morrell Creek Road; thence in a northerly direction following Morrell Creek Road to the point of BEGINNING.
  - (d) BEGINNING at the intersection of Flatwoods Road and Hatcher Creek; thence in a northerly direction following Hatcher Creek to its intersection with White Road; thence in a northerly direction following White Road to its intersection with Flatwoods Road; thence in an easterly and then southerly direction following Flatwoods Road to the Point of BEGINNING.

[WAIVER OF RULES REQUESTED]

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
This resolution shall become effective on \_\_\_\_\_, 2002, the public welfare requiring it.  
Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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

Introduced By Commissioner: W. McKamey  
Seconded By Commissioner(s): M. Hyatt

tr

2002-01-08	Administrative	Budget	Executive	County Commission
ACTION				

Comments: Waiver of Rules Requested

Failed 01/28/02 by roll call vote, 15 Aye, 6 Nay, 1 Pass, 2 Absent. Put back on 1st Reading by sponsor.

Sullivan County, Tennessee  
Board of County Commissioners

No. 17  
Budget Committee  
2002-01-09

1

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Approving Mitigation Plan for Residents on Bristol Caverns Highway in Flood Zone**

WHEREAS, there is a program available through the Federal Emergency Management Agency called a Mitigation Plan which assists counties and their residents located in flood zones; and,

WHEREAS, residents in the Holston Valley community living along Bristol Caverns Highway (near Holston Valley Middle School) experience frequent flooding during moderate to heavy rainfalls; and

WHEREAS, the Army Corps of Engineers has studied this area and did work in this area to try to correct some of the flooding problems to no avail.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves requesting the Federal Emergency Management Agency to provide a Mitigation Plan for the residents of the Holston Valley community.

**BE IT FURTHER RESOLVED** the federal government shall pay 75% of the cost in relocating these residents and the county will be liable for 25% of the project cost. Sullivan County's costs not to exceed \$86,000.00. Account Codes to be assigned by the Director of Accounts and Budgets.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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

Approved: \_\_\_\_\_  
County Executive Date

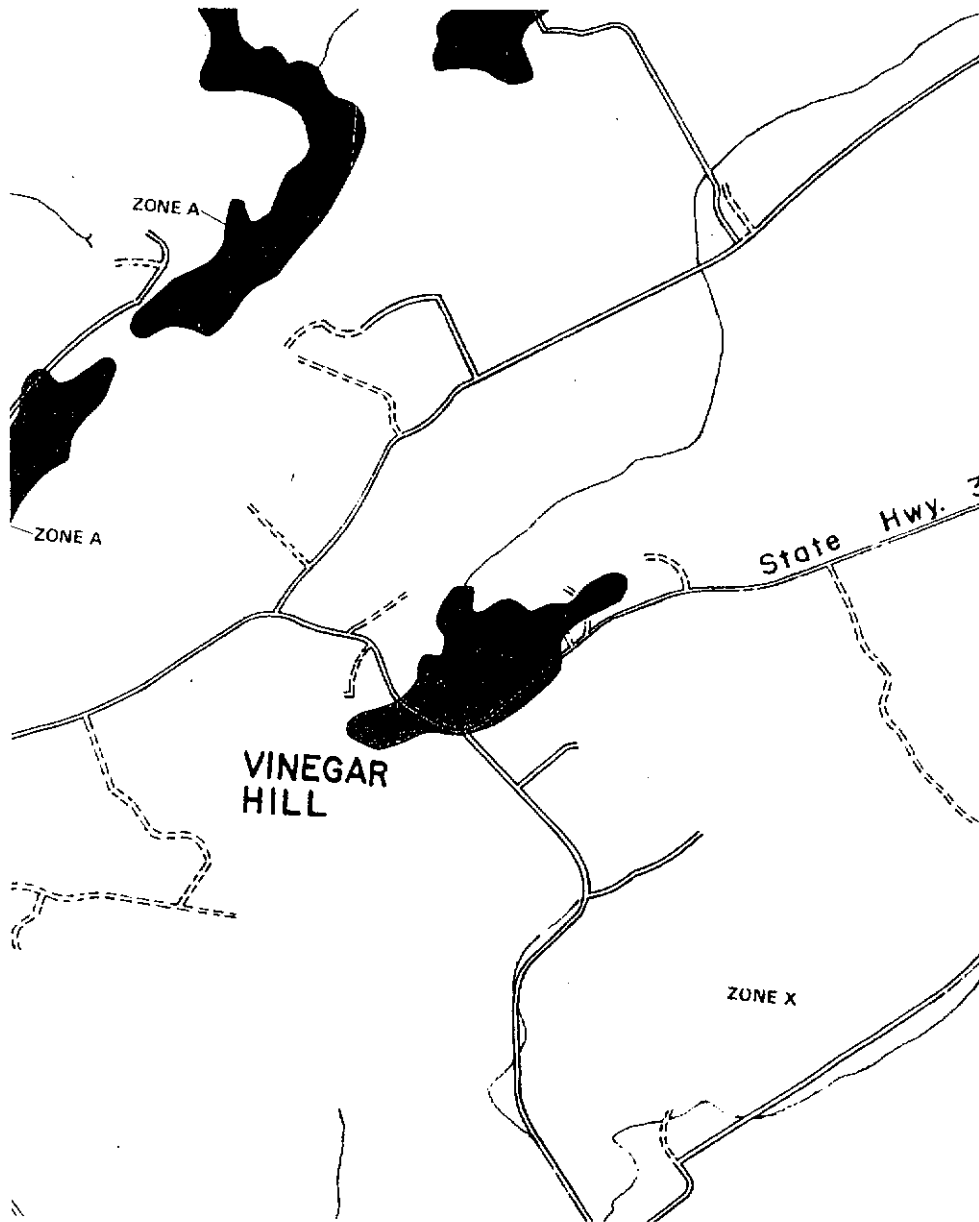
**Introduced By: Commissioner: Morrell**

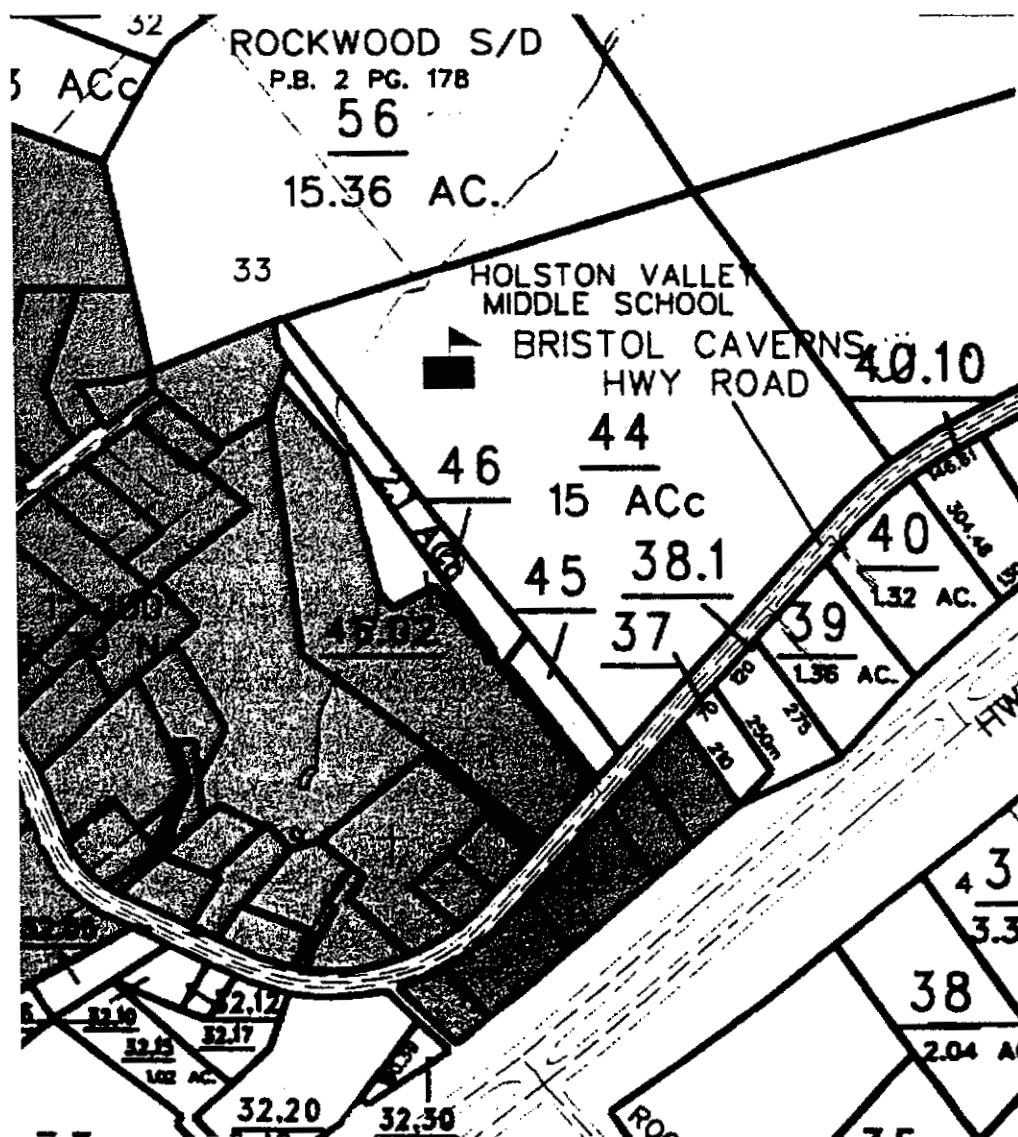
**Seconded By: Commissioner(s): Harr, Hyatt, McKamey**

all ATTACHMENT(2)

	Administrative	Budget	Executive	County Commission
ACTION				

Comments: 1st Reading 01-28-02;





Sullivan County, Tennessee  
Board of County Commissioners

No. 18  
Executive Committee  
2002-01-10

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 28<sup>th</sup> day of January, 2002.

**RESOLUTION Authorizing "No Thru Trucks" Signs on Portion of Centenary Road Between State Highway 75 to Spurgeon Lane**

WHEREAS, safety concerns have been expressed by residents on Centenary Road due to heavy trucks utilizing the portion of Centenary Road between State Highway 75 and Spurgeon Lane as evidenced by the attached petition; and

WHEREAS, this portion of Centenary Road is in the school zone of Holston Elementary and Middle School;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 28<sup>th</sup> day of January, 2002, hereby request that "No Thru Trucks" signs be posted on the portion of Centenary Road between State Highway 75 and Spurgeon Lane.

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

This resolution shall become effective on \_\_\_\_\_, 2002, the public welfare requiring it.

Duly passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2002.

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

**Introduced By Commissioner:** J. Carter

**Seconded By Commissioner(s):** S. Jones

tri Attachment (1)

2002-01-10	Administrative	Budget	Executive	County Commission
ACTION				

Comments: 1st Reading 01-28-02;

ATTACHMENT  
2002-01-10

We, the undersigned, respectfully request that all dual wheel traffic, with the exception of school buses, be banned from using the portion of Centenary Road from State Highway 75 to Spurgeon Lane.

This portion of Centenary Road is in the school zone of Holston Elementary and Middle School, and this road is narrow and has very short shoulders. For the safety of the residents, especially the school children, we submit that truck traffic should be taken off this road.

Your kind consideration will be appreciated. We will be happy to answer any questions. Thank you.

W. B. Taylor, 253 Centenary Rd.

Marie Taylor, 253 Centenary Rd.

Walter Buckles, 210 Centenary Rd.

William W. Thal, 218 Centenary Rd.

David L. Bryant, 273 Centenary Rd.

David L. Bryant, 273 Centenary Rd.

David L. Bryant, 281 Centenary Rd.

Frances Litz, 428 Centenary Rd.

Martin Litz, 428 Centenary Rd.

Frances Litz, 428 Centenary Rd.

B. M. Litz, 477 Centenary Rd.

Verlan Ray Hanne, 496 Centenary Rd.

Don O. Oakes, 502 Centenary Rd.

Margaret A. Litz

Ken Keith, 222 Centenary Rd.

Kenneth D. Keith, 224 Centenary Road



Sullivan County, Tennessee  
Board of County Commissioners

No. 19  
Executive Committee  
2002-01-11

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing Traffic Sign Changes in the 10<sup>th</sup> Civil District**

WHEREAS, the Sullivan County Highway Department has been requested by Commissioner Jim Blalock to make changes to traffic signs in the 10<sup>th</sup> Civil District as per the attached memorandum.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the following traffic sign changes in the 10<sup>th</sup> Civil District:

STOP Sign be placed on Euclid Street at Monte Vista Drive;  
STOP Sign be placed on Hutchinson Drive at Monte Vista Drive;  
STOP Sign be placed on Thompson Street at Monte Vista Drive;  
STOP Sign be placed on Wimberly Place at Monte Vista Drive;  
STOP Sign be placed on Chucky Avenue at Monte Vista Street;  
STOP Sign be placed on Chucky Avenue at Thompson Street;  
STOP Sign be placed on Myron Street at Thompson Street

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.  
Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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

Approved: \_\_\_\_\_  
County Executive Date

**Introduced By: Commissioner: Blalock**

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

alt ATTACHMENT(1)

2002-01-11	Administrative	Budget	Executive	County Commission
ACTION				

Comments: 1st Reading 01-28-02;

ATTACHMENT 2002-01-11

**SULLIVAN COUNTY  
HIGHWAY DEPARTMENT**

P.O. BOX 590  
BLOUNTVILLE, TENNESSEE 37617

**John R. LaSueur, Jr.**  
Commissioner of Highways

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

January 23, 2002

COMMISSIONERS: Elliott Kilgore  
James Blalock

Dear Commissioner:

I would like to request that you consider passing the following resolutions:

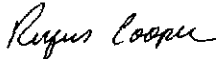
- A STOP sign be placed on Euclid Street at Monte Vista Drive.
- A STOP sign be placed on Hutchinson Drive at Monte Vista Drive.
- A STOP sign be placed on Thompson Street at Monte Vista Drive.
- A STOP sign be placed on Wimberly Place at Monte Vista Drive.
- A STOP sign be placed on Chucky Avenue at Monte Vista Street.
- A STOP sign be placed on Chucky Avenue at Thompson Street.
- A STOP sign be placed on Myron Street at Thompson Street.

These are in the 10<sup>th</sup> Civil District.

Request made by Commissioner James Blalock.

If you have any questions, please feel free to contact me.

Sincerely,



Rufus Cooper  
Traffic Coordinator

RC/jb

C: Angela Taylor

Sullivan County, Tennessee  
Board of County Commissioners

No. 20  
Budget Committee  
2002-01-12

To the Honorable Gil Hodges, County Executive and the Members of the Sullivan County Board of Commissioners meeting in Regular Session this 28<sup>th</sup> day of January 2002.

**RESOLUTION Authorizing Sullivan County to Apply for a HOME Grant from the U.S. Department of Housing and Urban Development**

WHEREAS, the Sullivan County Commission recognizes the need for housing rehabilitation for many lower income residents within Sullivan County; and,

WHEREAS, the County desires to provide housing rehabilitation services to these residents; and,

WHEREAS, the Sullivan County Commission understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME Program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low income persons.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby does authorize the County Executive to file an application for the 2002 HOME Program funds with THDA in the amount of \$500,000.00. Thereby authorizing the County Executive to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of the application.

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does hereby authorize the First Tennessee Development District to act as the administrative agency when 2002 HOME funds are secured.

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

Duly passed and approved this 28th day of January 2002.

Attested: Jeanie Gammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

Introduced By: Commissioner: Morrell

Seconded By: Commissioner(s): Harr, Hyatt

ait

2002-01-12	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-28-02 21A, 3 Absent

Comments: Waiver of rules requested.

Sullivan County, Tennessee  
Board of County Commissioners

No. 21  
Administrative Committee  
2002-01-13

To the Honorable Gil Hodges, County Executive and the Board of County Commissioners meeting in Regular Session on this 28<sup>th</sup> day of January, 2002.

**RESOLUTION Authorizing Sullivan County to Enter Into Lease Agreement with City of Kingsport for Placement of VHF Paging Transmitter on Bays Mountain Radio Tower**

WHEREAS, in an effort to allow the volunteer fire departments to have the optimum paging coverage so that they may provide continued excellent service to the citizens of Sullivan County, Sullivan County is in the process of purchasing a new paging system for use by the volunteer fire departments; and

WHEREAS, to ensure adequate coverage, it is necessary that a VHF Paging Transmitter be placed on the Bays Mountain Radio Tower owned by the City of Kingsport;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 28<sup>th</sup> day of January, 2002, hereby authorize Sullivan County, by and through the County Executive, to enter into the attached Lease Agreement with the City of Kingsport to allow Sullivan County to place a VHF Paging Transmitter on the Bays Mountain Radio Tower, said Lease Agreement subject to review and approval by the County Attorney.

**[WAIVER OF RULES REQUESTED]**

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists. This resolution shall become effective on \_\_\_\_\_, 2002, the public welfare requiring it. Duty passed and approved this 28th day of January, 2002.

Attested: Jeanie Sammon 1/28/02 Approved: Gil Hodges 1/28/02  
County Clerk Date County Executive Date

**Introduced By Commissioner: E. Williams**

**Seconded By Commissioner(s): R. Harr**

in ATTACHMENTS

2002-01-13	Administrative	Budget	Executive	County Commission
ACTION				Approved 01-28-02-22A, 2 Absent

Comments: Attachment

## LEASE AGREEMENT

THIS LEASE, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2002, by and between the City of Kingsport, a municipal corporation (herein called "Landlord"), and Sullivan County, Tennessee (herein called "Tenant").

### WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord certain space, sufficient to accommodate installation of a VHF paging system transmitter and related necessary and appropriate equipment, in that portion of the building known as the Bays Mountain Tower Site Transmitter Building, controlled and operated by Landlord, and located atop Bays Mountain at the City of Kingsport Tower site.

Landlord will designate placement of Tenant's transmitter and related necessary and appropriate equipment in the building. The communications tower is owned by Pinnacle Towers, Inc. Tenant shall obtain written permission of Pinnacle Towers, Inc. to locate its equipment on the tower and it shall be placed on the tower at such location authorized by Pinnacle Towers, Inc. and that will not interfere with the use by or of the existing radio frequencies of other current tower users.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall run concurrent to the term of the lease agreement between Landlord and Pinnacle Towers, Inc., for the Bays Mountain Transmitter Building Site and communications tower, and shall commence to run 15 days from the date of execution of this Lease. This Lease may be terminated, without cause, upon 90 days written notice by either Party.

3. **Use.** Tenant shall use the Premises for the purpose of installing, operating and maintaining a VHF paging system transmitter and any necessary and appropriate equipment and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. At all times during the term of this Lease, Tenant's access to the Premises shall be through, and in the company of, Landlord. Tenant will contact Landlord's Central Dispatch to arrange for access to the Premises.

4. **Uses Prohibited.** Tenant shall not do or permit anything that will interfere with

Landlord's use of the Premises or the communications tower. Tenant shall not do or permit anything that will interfere with Landlord's use of existing radio frequencies or in the operation of its radio system. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not be allowed to install locks or gates on the premises.

5. **Equipment.** Tenant shall have the right to install, maintain and operate a VHF paging system transmitter and any necessary and appropriate equipment on the Premises, subject to the terms herein, and such property shall not be deemed to be a part of the Premises, but shall remain the property of Tenant. Tenant will be responsible for all maintenance and repair of its equipment installed and operated on the Premises. Access to the Premises, by Tenant, for the purpose of any maintenance and repair shall be through, and in the company of Landlord. Landlord shall not be responsible for any damage, including damage resulting from power outages, to Tenant's transmitter and any necessary and appropriate equipment installed, maintained and operated on the Premises. All equipment installed, maintained and operated by Tenant upon the Premises shall be removed by Tenant upon termination of this Lease, or at such time that the equipment is no longer in use, whichever comes first.

6. **Claims.** Parties agree Landlord shall not be responsible for any claims or damages resulting from failure of Tenant's equipment to properly operate for any reason whatsoever. Tenant agrees it will be responsible for any and all claims for damages or otherwise resulting from failure of Tenant's equipment to properly operate for any reason whatsoever. Nothing in this Section 6 shall be construed to violate Article II, Section 29 of the Tennessee Constitution.

7. **Rent.** There will be no charge, by Landlord, for Tenant's use of the Premises.

8. **Utilities.** Payment, by Tenant, of any utility charges shall be waived by Landlord in exchange for Landlord's right to use of Tenant's VHF paging system for operation of up to 50 pagers purchased by Landlord for its own use.

9. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that

may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**10. Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

**11. Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**12. Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**13. Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

14. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

15. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

SULLIVAN COUNTY

CITY OF KINGSPORT

JEANETTE D. BLAZIER  
Mayor

ATTEST:

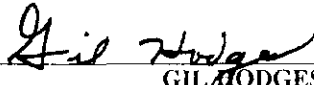
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY  
City Attorney



AND THEREUPON COUNTY COMMISSION ADJOURNED UPON  
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR  
SESSION FEBRUARY 18, 2002.

  
GIL HODGES

COMMISSION CHAIRMAN

