

10.0

COUNTY COMMISSION- REGULAR SESSION

JULY 19, 1999

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, JULY 19, 1999, 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 Commissioner 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:

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

22 PRESENT 2 ABSENT

(BELCHER/SURGENOR 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. B. King to approve the minutes of the June 21, 1999 session of County Commission. Motion was approved by voice vote.

RESOLUTIONS ON DOCKET FOR JULY 19, 1999

1. THE SULLIVAN CO. BOARD OF COMM. TO CONSIDER AMENDMENTS TO THE SULL. CO. ZONING RESOLUTIONS AS AMENDED. Belcher/ Ferguson APPROVED 7/19/99
2. FUNDING FOR RELOCATION OF HOLSTON DRIVE McConnell/Ferguson APPROVED 7/19/99
3. APPROPRIATION OF DESIGNATED SEWER TRUNK LINE FUNDS FOR INDIAN SPRINGS AREA Gonce/Blalock,Patrick DEFERRED 07/19/99
4. AMENDMENTS TO SULLIVAN COUNTY EMPLOYEE HANDBOOK Blalock/Belcher DEFERRED 07/19/99
5. SPEED LIMIT TO BE INCREASED FROM 15MPH TO 25MPH IN SCHOOL ZONE ON ST RT 75 AT HOLSTON COMPLEX (HOLSTON MIDDLE SCHOOL AND HOLSTON ELEMENTARY SCHOOL) JONES/CARTER APPROVED 07/19/99
6. APPROPRIATION OF FUNDS TO SECURE APPRAISAL OF PROPERTY OFF OF STEADMAN ROAD ON BOONE LAKE BEHIND TRI-CITY REGIONAL AIRPORT FOR CONSIDERATION AS A COUNTY PARK JONES/CARTER,BUDDY KING DEFERRED 07/19/99
7. E.M.S. NON-EMERGENCY TRANSPORT GONCE/WILLIAMS,MAYES APPROVED 07/19/99
8. ESTABLISHMENT OF E.M.S. RATES WILLIAMS/GONCE,MAYES APPROVED 07/19/99
9. POLICY ON USE OF COUNTY VEHICLES GONCE/WILLIAMS DEFERRED 07/19/99
10. STOP SIGN AT CORRUGATES LAND AT MTN. VIEW DRIVE-9TH CIVIL DISTRICT, STOP SIGN ON OLD MTN. VIEW ROAD, 25MPH SPEED LIMIT ON OLD MTN. VIEW ROAD-16TH CIVIL DISTRICT HYATT/MASON APPROVED 07/19/99
11. 15MPH SPEED LIMIT ON DENTONS LANE-19 CIVIL DISTRICT MORRELL/HARR APPROVED 07/19/99
12. IN-LIEU-OF TAX AGREEMENT WITH DOUGLAS-CHEROKEE ECONOMIC AUTHORITY, INC. OR ITS DESIGNATED SUBSIDIARY, APPALACHIAN HOMES FOR ELDERLY, INC. RELATIVE TO SENIOR RESIDENTIAL HOUSING PROJECT IN KINGSPORT, TENNESSEE PIERCE/MCCONNELL APPROVED 07/19/99
13. BLOCK GRANT FOR SAFE PUBLIC WATER SOURCE WITHIN INTERMONT UTILITY DISRICT MORRELL/HARR APPROVED 07/19/99
14. EXECUTIVE COMMITTEE TO STUDY THE SAFETY FACTORS AT THE RAILROAD UNDERPASS ON WEST SHIPLEY FERRY ROAD AND MAKE RECOMMENDATION TO RECTIFY THE SITUATION CARTER/JONES APPROVED 07/19/99
15. SULLIVAN COUNTY TO ENTER INTO LEASE AGREEMENT WITH ROYAL ORDNANCE NORTH AMERICA (BRITISH AEROSPACE) MAYES/PIERCE APPROVED 07/19/99
16. APPROPRIATIONS TO CHARITABLE AND CIVIC ORGANIZATIONS WILLIAMS/HARR DEFERRED 07/19/99
17. APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF SULLIVAN COUNTY FOR THE YEAR BEGINNING JULY 1, 1999 WILLIAMS/HARR DEFERRED 07/19/99
18. SETTING 1999 TAX LEVY FOR SULLIVAN COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 1999 WILLIAMS/HARR DEFERRED 07/19/99

19. APPROVAL OF ASSIGNMENT AND TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE FROM ROBIN MEDIA GROUP, INC. (INTERMEDIA) TO TENNESSEE, LLC. A COMPANY OWNED BY CHARTER COMMUNICATIONS,LLC. WILLIAMS/GONCE
DEFERRED 07/19/99
20. ESTABLISHMENT OF CONSTABLE DISTRICTS IN SULLIVAN COUNTY
KILGORE/VANCE/B KING APPROVED 07/19/99
21. AMENDING THE 1999-2000 GENERAL PURPOSE SCHOOL BUDGET BY \$29,000 FOR GRANT RECEIVED FROM EDUCATION EDGE HOUSER/SURGENOR /1ST READING 07/19/99
22. 15 MPH SPEED LIMIT ON CENTERBROOK CIRCLE-14TH C.D. CARTER/JONES
1ST READING 07/19/99
23. AMENDING THE 1999-2000 SULLIVAN COUNTY BUDGET FOR PAY INCREASE OF \$.35 PER HOUR FOR ALL EMPLOYEES OF THE GENERAL, HIGHWAY, SOLID WASTE, HEALTH AND GENERAL PURPOSE SCHOOL
HOUSER/PATRICK/BLALOCK/BELCHER/KILGORE/HYATT 1ST READING 07/19/99
24. LEASE AGREEMENT WITH CROWN COMMUNICATION, INC. MAYES/VANCE
APPROVED 07/19/99
25. 25 MPH SPEED LIMIT ON BOYD RD-3RD C.D. HYATT/MASON 1ST READING 07/19/99
26. 25 MPH SPEED LIMIT ON SPRING ST-5TH C.D. BELCHER/HOUSER/MILHORN
1ST READING 07/19/99
27. REVOCATION OF LICENSE GRANTED TO S.W. MED-TRANS, INC. BY SULLIVAN COUNTY PRE-HOSPITAL CARE REGULATORY BOARD AT JULY, 1999 MEETING AND MORATORIUM ON ADDITIONAL EXPANSION OF EMERGENCY MEDICAL SERVICES IN SULLIVAN COUNTY
MAYES/WILLIAMS WITHDRAWN 07/19/99
28. ALLOCATION OF \$2,000.00 FROM RIGHT-OF-WAY FUND TO PURCHASE PROPERTY RELATIVE TO BLUFF ROAD BRIDGE PROJECT BLALOCK/MCCONNELL
APPROVED 07/19/99
29. A REQUEST FOR A SAFETY STUDY AT THE INTERSECTION OF STATE ROUTE 421 AND 44 MORRELL/HYATT 1ST READING 07/19/99

PUBLIC COMMENTS:

THOSE SPEAKING DURING THE PUBLIC COMMENT TIME WERE AS FOLLOWS:

1. Lewis Laughlin spoke concerning Plaque being placed in Courthouse.
2. Thomas Shumaker thanking the Commission for placing the Plaque in the Courthouse and also commending the Highway Dept. on doing a good job on the roads. Also suggested that the County Commission see about setting up a meeting with our Representatives concerning the state highways.
3. Sheriff Wayne Anderson presented plaques to Officers Gary Medlin and Richard Lane for their bravery in a recent incident on June 27 when Officer Medlin was shot in the line of duty.
4. Frank Brogden introduced Sam Edwards at which time he spoke on the Growth Plan.

COMMISSIONER OF HIGHWAYS AND SAFETY & INSURANCE DEPARTMENTS FILED
QUARTERLY REPORTS FOR APRIL 1999- JUNE 1999 WITH THE CLERK. SAID
REPORTS WILL BE ON FILE WITH THE JULY 1999 COUNTY COMMISSION MINUTES.

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

RESOLUTION AUTHORIZING The Sullivan County Board of Commissioners to Consider Amendments to the Sullivan County Zoning Resolution as Amended

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 19th day of July, 1999;

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

WHEREAS, Such rezoning petitions will require an amendment to the Sullivan County Zoning Resolution;

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

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

This resolution shall become effective on _____, 19____, the public welfare requiring it.

Duly passed and approved this 19 day of July, 1999

Attested: Jeanette J. Hammen County Clerk Date: 7-19-99 County Executive Date: _____

INTRODUCED BY COMMISSIONER Belcher ESTIMATED COST: _____
SECONDED BY COMMISSIONER Ferguson FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

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

COMMENTS: Motion made by Comm. Hyatt and seconded by Comm. Kilgore to approve. Approved 07/19/99 Voice Vote

SUBSTITUTE

RESOLUTION NUMBER

2
63

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 21st DAY OF December 1998.

RESOLUTION AUTHORIZING Funding for Relocation of Holston Drive

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 21st day of December 1998.

THAT WHEREAS, Part of Holston Drive through Northeast State School property has been closed, and

WHEREAS, The remaining portion of Holston Drive that is west of Muddy Creek Road is within the proposed expansion area of the runway, and

WHEREAS, Tri-Cities Airport has received a commitment from the State Bureau of Aeronautics for fifty percent (50%) funding to construct a new access road;

NOW, THEREFORE BE IT RESOLVED, That the Sullivan County Board of Commissioners authorizes funding for the additional fifty percent (50%) of the total cost of the new road up to \$225,000.00. Funding of the \$225,000.00 will be appropriated from Highway Undesignated Fund Balance Account 39000.000.

AMENDMENT: Motion by Harr to change from \$225,000 to \$125,000. Motion accepted by Sponsor.

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 19 day of July, 1999

Jeanie J. Gammon
Attested: _____
County Clerk

Date: 7/19/99 _____ Date: _____
County Executive

INTRODUCED BY COMMISSIONER McConnell ESTIMATED COST: _____
SECONDED BY COMMISSIONER Ferguson FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	14	3	5	2	
Voice Vote					

COMMENTS: Motion to defer made by Harr and seconded by Gonce
Deferred 12/21/98 Voice Vote DEFERRED 01/18/99
DEFERRED 02/15/99 DEFERRED 03/15/99
DEFERRED UNTIL BUDGET TIME 04/19/99 DEFERRED 05/17/99

Deferred with above amendment 06/21/99
APPROVED 07/19/99 ROLL CALL VOTE

STATE OF TENNESSEE
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

JUNE 21, 1999

Blenda Lee Anderson	Julie R. Morrell
Andria C. Ball	Larry D. Mullins
James C. Bisceglia	Cynthia M. Mutter
Monty P. Bisceglia	Donna J. Ottinger
Donna R. Blade	Carole H. Owens
Rhonella M. Burdine	Archer B. Parsons
Marilyn M. Caldwell	D. Lee Robinette
Penney C. Capps	Jody Virginia Lynn Robinette
E. Calvin Cassell	Kim G. Shivell
Melissa A. Cole	Wendy Simpson
Thomas M. Cole, Jr.	Richard A. Souder
Patty W. Collins	Arthur J. Spurgeon, Jr.
Janet F. Cox	Christie Swinney
Becky Davis	Clyde L. Tootle
George W. DeVinney	Jana M. Walker
Thomas D. Dossett	
Alison R. Dougherty	
Barbara J. Foust	
Tina Jennings Garrett	
Ronald W. Head	
Rebecca R. Hensley	
Jody M. Hinton	
Daryl G. Hyder	
Judith O. Kindle	
Cara Light	
Janet Sue Light	
Edward E. McKee	
R. Mitchell McKee, Jr.	
Linda Minton	

UPON MOTION MADE BY COMM. MCCONNELL AND
SECONDED BY COMM. WILLIAMS 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

JULY 19, 1999

T. R. Bandy, III

Delilah Collins

Richard M. Currie, Jr.

Ella Mae Harbin

Gay K. Hillman

Sharon R. Hite

Nadine A. Johnson

Karen Helm Kain

Wanda Lifford

Evelyn Minton

Gerry Murdock

John W. Necessary

Ada B. Newman

Sandy Phillips

Loree L. Taylor

UPON MOTION MADE BY COMM. MCCONNELL AND SECONDED BY COMM. WILLIAMS
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.

SULLIVAN COUNTY BOARD OF COUNTY COMMISSIONERS
July 19, 1999

Consider the following:

- (1) **File 6/99-1** A request by Aubrey M. Murray to rezone the property described below from R-3A to B-3: Request Denied 07/19/99 Roll Call 1 Aye, 14 Nay, 7 Pass, 2 Absent
- A tract of land located in the 10th civil district on the north side of Bloomingdale Pike at its intersection with Alvin Street, described as parcels 6.10 and 007.10 Group D, Map 31B of the Sullivan County Tax Maps.

The Planning Commission took the following action:

The applicant was present. Opposition from neighboring property owner was presented. Staff stated there was mixed land use and zoning in the area and recommended approval.

Motion Barnes, second Hickam to deny the request based on need to preserve existing housing stock and protect residential property values of neighborhood resident/owners.

Vote in favor of the motion unanimous.

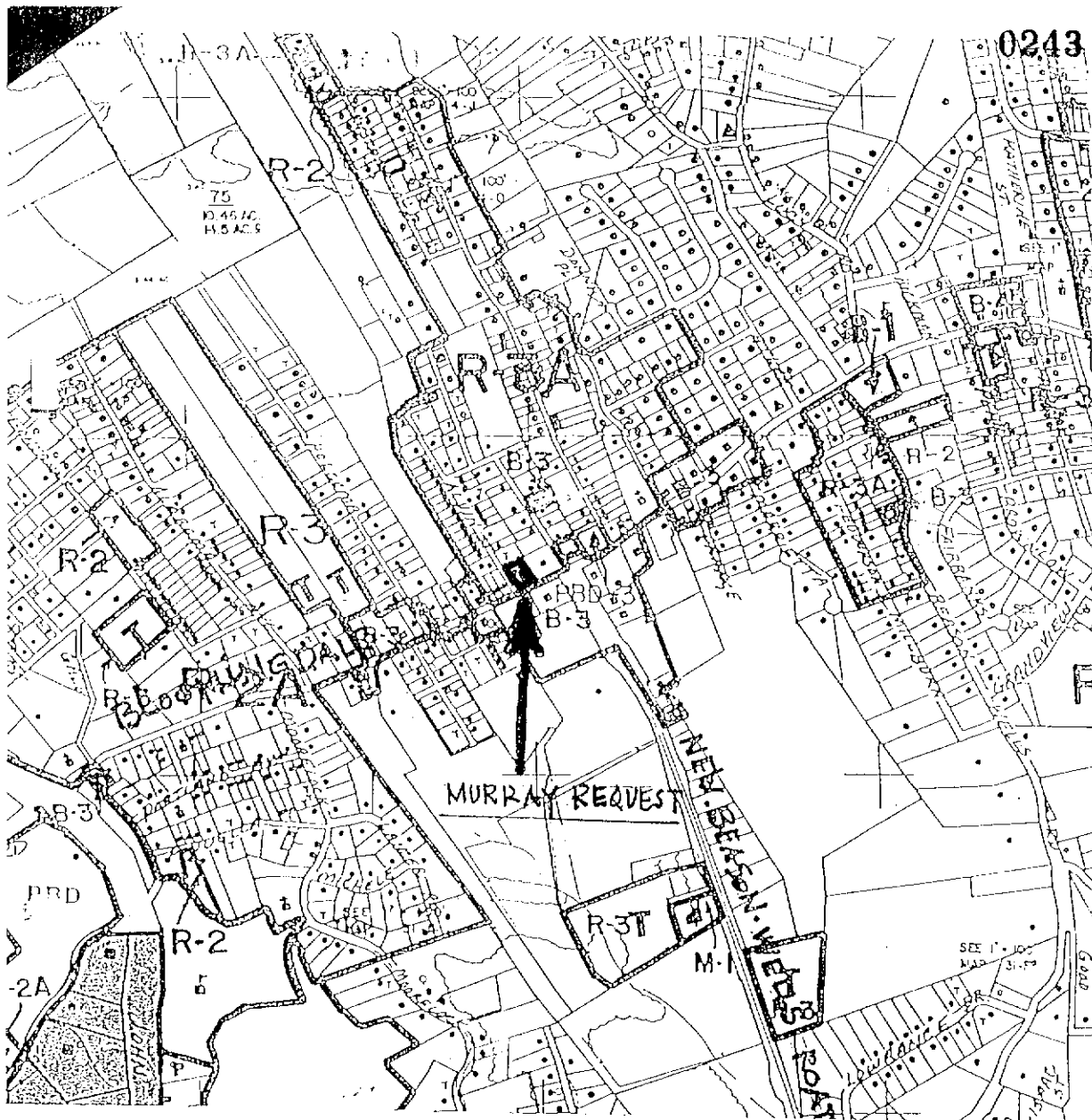
- (2) **File 6/99-2** A request by Danny Edwards to rezone the property described below from R-1 to PMD-1: Request Approved 07/19/99 Roll Call 22 Aye, 2 Absent

A tract of land located in the 13th civil district adjacent to SR 93 3200 feet west of Galemont Street described as parcel 58.00 map 90 of the Sullivan County Tax Maps.

The planning commission took the following action:

Staff informed the commission that the Edwards request, located in the Kingsport Tennessee Planning Region had been reviewed by the Kingsport Planning Commission as follows:

On June 17, 1999 the Kingsport Planning Commission voted 5 to 1 with 1 abstention to approve zoning to PMD-1 for only that portion of parcel 58 lying south of SR 93 as shown on the attached map.



REZONING REQUEST
 Sullivan County, Tennessee
 From R-3A To B-3

1" = 800'
 Scale

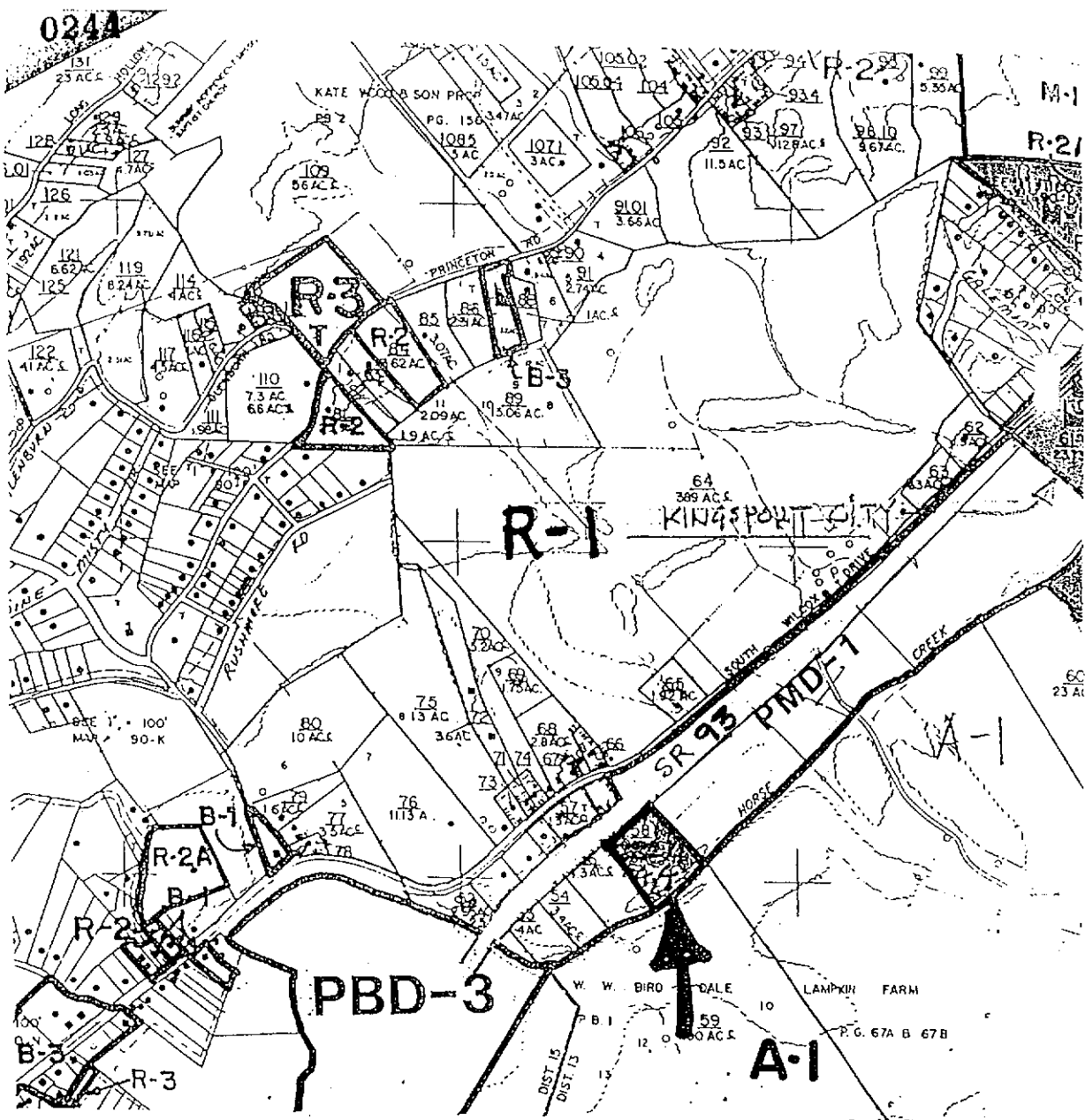
Lot Size: 160x160 feet
 Civil District: 10



NORTH

June 15, 1999

File # 6/99-1



REZONING REQUEST
 Sullivan County, Tennessee
 From R-1 To PMD-1

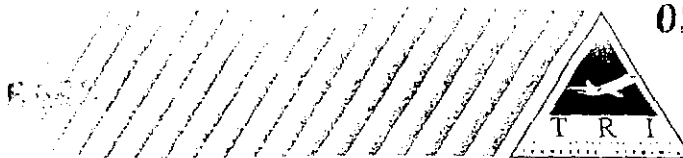
1" = 800'
 Scale

Lot Size: 4.4 acre
 Civil District: 13



June 15, 1999

File # 6/99-2



June 10, 1999

Mr. Gil Hodges
 County Executive
 Sullivan County, Tennessee
 P. O. Box 509
 Blountville, Tennessee 37617

D. Hochman
 to Res. #2

Dear Mr. Hodges:

As I have discussed with you during the last several weeks, the Airport Commission would like to request an expedited consideration in regard to the transfer from the County to the Airport Commission of that section of Holston Road from Muddy Creek to the common property line between the Airport and Northeast State Technical Community College (NESTCC). Please find enclosed a drawing of the area described.

I understand that we will need to provide letters from effected property owners, which in this case are the College and Mapleview Farms. As you know, NESTCC intends to close their section of Holston Road between Highway 75 and the Airport property, so I do not anticipate they will have any objection. Dr. Locke has assured me that they are prepared and willing to close the road at any time. The Wagner family (Mapleview Farms) has assured us on several occasions that they have no objection to closing that portion of Holston Road to the public. Therefor, I do not anticipate any difficulties in getting written concurrences from either party, and will try to get letters during the coming week.

In the meantime, I would appreciate your processing this request through the County Commission as soon as possible. On a related matter, because of the need to access the fuel farm and reduce the exposure and liability of vehicle traffic, it is even more critical for us to build the connector road between Holston Road and Fain/Muddy Creek. Realizing that the County's participation is supposed to be in the coming year's capital projects budget, we would ask that this be a priority item. I would be glad to provide any information necessary or make presentations to committees in order to get the County Commission's participation on this project.

Please let me know if I can help with either of these two requests.

Sincerely,

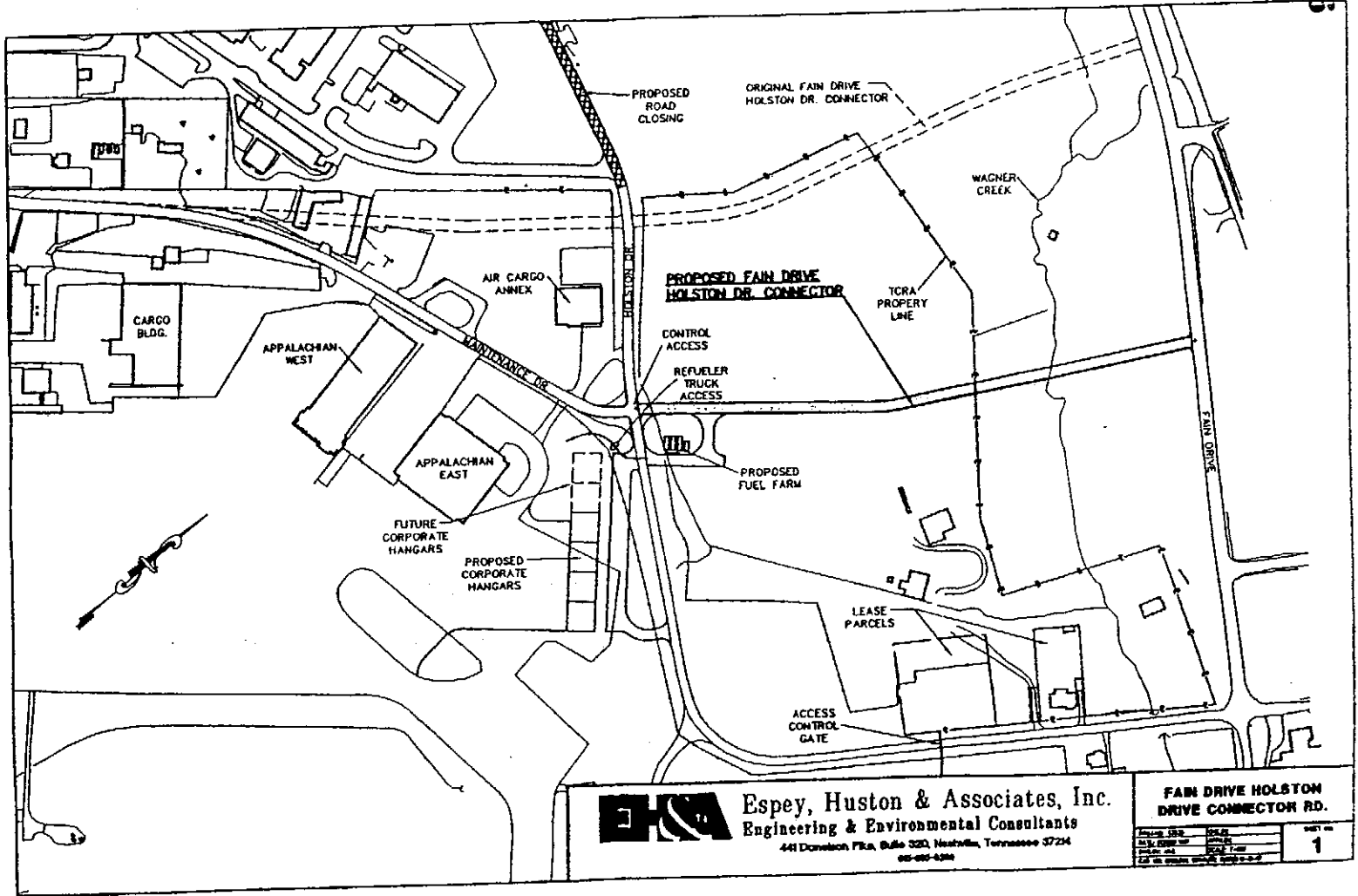
John E. Hanlin
 Executive Director

Enclosure

cc: Sam Jones, County Commissioner
 June Carter, County Commissioner

Tri-Cities Airport Commission • P.O. Box 1055 • Blountville, Tennessee 37617-1055
 Phone (423) 325-6001 • FAX (423) 325-6060 • www.TRIflight.com
 Bristol • Kingsport • Johnson City Foreign-Trade Zone No. 204





Espey, Huston & Associates, Inc.
 Engineering & Environmental Consultants
 441 Davidson Pike, Suite 320, Nashville, Tennessee 37214
 615-255-4200

FAIN DRIVE HOLSTON DRIVE CONNECTOR RD.	
Project No.	0248
Client	TCRA
Scale	AS SHOWN
Date	10/20/00
Sheet No.	1

RESOLUTION NO. 185

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING Speed Limit to be Increased from 15MPH to 25MPH in School Zone on State Route 75 at Holston Complex (Holston Middle School and Holston Elementary School)

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 21st day of June, 1999;

WHEREAS, school personnel at Holston Middle School has recommended that the speed limit in the school zone serving the Holston Complex on State Route 75 be increased from 15 mph to 25 mph; and

WHEREAS, the Tennessee Department of Transportation and Sullivan County Highway Department are in agreement with said recommendation;

NOW, THEREFORE, BE IT RESOLVED that the speed limit be increased from 15 mph to 25 mph in the school zone serving the Holston Complex on State Route 75.

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 19 day of July, 1999.

Attested: Jeanie J. Gammon Date: 7/19/99
County Clerk County Executive

INTRODUCED BY COMMISSIONER S. Jones ESTIMATED COST: _____

SECONDED BY COMMISSIONER J. Carter FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

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

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

Attachment
Res. #18-5

TO: MR. GLENN ARWOOD
FROM: CURTIS AKARD
SUBJ: SCHOOL ZONE SPEED LIMIT @ HOLSTON COMPLEX
DATE: 09-17-98

I have long felt the school zone speed limit for both Holston Middle & Elementary should be raised for the following reasons:

1. The distance the school is from Highway 75 along with the fact we have no one walking on the highway
2. Personal observations of other school zone speed limits (i.e. Boones Creek Middle (Hwy. 36) is 15 & should be since the school sits almost on the road; the new grade 6-7 Johnson City school (also on Hwy. 36) speed is 20 & it sits farther off the road than Boones Creek Middle but closer to the road than our school; Central High's speed on Hwy. 126 is 25)
3. The flashing lights have to serve two schools & can only be set for 1 block of time each AM & PM; those lights need to be set for 1 ½ hours at AM & PM – thus not only is our school zone long in actual distance but the lights are on for a long period ; in my opinion, motorists will more closely observe a limit higher than 15

With the above three items in mind, I am recommending to you an increased speed limit from 15 TO 25. I have discussed this with both Dr. Burrell & Dr. Morelock & they agree with this speed change.

I first contacted Road Commissioner John R. LeSueur who directed me to the T-DOT Johnson City office. I spoke with Harold Martin who directed me to the T-DOT regional office in Knoxville. On 08-31-98 I spoke with Pam Porter (Asst. to the Regional Traffic Engineer) who told me: "We don't have a problem with the speed change" but it is left up to the "local government" to initiate the change.

On 09-15-98, I discussed this with Doug Snapp who told me any changes had to come thru your office.

Thus I am writing to request a speed limit change from 15 to 25. Also the flashing lights should be set as follows: AM = 7 – 8:45 / PM = 2 – 3:30 .

Call me @ 2340 if you have questions. Thank you.

SULLIVAN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

0249

John R. LeSueur, Jr.
Commissioner of Highways

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

March 26, 1999

*Attachment
to Res. #185*

Mr. Fred B. Corum
Region One Regional Director
P. O. Box 58
Knoxville, TN 37901

Dear Fred:

Pursuant to our phone conversation on March 26, 1999, I have enclosed a copy of the request from Curtis Akard, Assistant Principal of Holston Middle School, sent to Glen Arwood, Assistant School Superintendent, to increase School Zone Speed Limit on State Route 75 from 15 MPH to 25 MPH.

If acceptable to T.D.O.T., please send a permission letter to me and I will forward it to Doug Snapp, who is in charge of maintaining traffic lights and flashing beacons.

Thank you for your consideration.

Sincerely,

John R. LeSueur, Jr.

John R. LeSueur, Jr.
Commissioner of Highways

JRLjr/jb

Enclosure

c: Mr. Curtis Akard

0250



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION ONE TRAFFIC DEPARTMENT
7345 REGION LANE
KNOXVILLE, TENNESSEE 37914

April 19, 1999

Rec 4-28-99
" 05-11-99

COPY

Attachment
to Res. #18

Mr. John R. LeSueur, Jr.
Commissioner of Highways
Sullivan County Highway Department
P.O. Box 590
Elountville, TN 37617

RE: School Speed Zone Request
State Route 75, Sullivan County

Dear Mr. LeSueur:

This is in response to your letter concerning the School Zone Speed Limit on State Route 75 at Holston Complex. According to the Tennessee Code Annotated, counties and municipalities are authorized to establish special speed limits upon any highway or public road of this state within their jurisdiction.

The Department allows counties to establish School Zone Speed Limits on state routes as long as the route is not a controlled access highway. Therefore, in this case, Sullivan County has jurisdiction to change the speed limit for the school zone if they desire to. I did contact the Traffic Office concerning the proposed speed limit and they commented that motorists do not usually observe the 15 mile per hour limits because they are too low. They said that the 25 mile per hour limit would be obeyed by more motorists and should be more enforceable.

Please contact me if you have further questions concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Fred B. Corum".

Fred B. Corum
Regional Director

FBC:js

§ 1

STATE STATUTE 12-4-101

Because I am an employee of Sullivan County EMS, I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

SUBMITTED 07/19/99 BY COMM. VANCE TO BE RECORDED IN MINUTES REGARDING HIS VOTE ON RESOLUTIONS # 7 and 8.

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21ST DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING E. M. S. NON - EMERGENCY TRANSPORT.

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 21ST day of JUNE, 1999;

WHEREAS: the Sullivan County EMS receives requests by the citizens and various Health Care Facilities for Basic Transport Service, which is not currently being provided by the Sullivan county EMS; and,

WHEREAS: this service could be provided and better utilize the EMS Department resource; and,

WHEREAS: other government services are establishing a presence in Sullivan County which could threaten the functionality of the Sullivan County EMS; and,

WHEREAS: a cooperative effort between Sullivan County EMS and other providers, through a mutual aid agreement could enhance the overall service to Sullivan County, ensure quality, and provide the resources necessary for the longevity of the Sullivan County EMS and emergency service for the citizens of Sullivan County; and,

WHEREAS: the citizens of Sullivan County own the Sullivan County EMS;

NOW THEREFORE; be it resolved, that the Sullivan County Commission allow the Sullivan County EMS to provide Basic Transport Service, thus allowing the citizens of Sullivan County the option to choose the service of their choice.

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 19th day of July, 19 99

Jeanette F. Hammon
Attested: _____ Date: 7/19/99

County Clerk

County Executive

INTRODUCED BY COMMISSIONER Gonce ESTIMATED COST: _____

SECONDED BY COMMISSIONER Williams, Mays FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	14	7	1	2	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED WITH ATTACHED AMENDMENT
07/19/99 ROLL CALL VOTE

AMENDMENT (For Resolution #7) 1/25/11

However, Sullivan County EMS shall NOT engage in contracting directly or indirectly with Health Care facilities, doctors, etc. for convalescent transports.

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21ST DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING ESTABLISHMENT OF E. M. S. RATES. 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 21ST day of JUNE, 1999;

WHEREAS; cost for providing Emergency services has continued to increase and the Sullivan County EMS rates have remained unchanged for four (4) years and only one (1) increase in eleven (11) years; and,

WHEREAS; the current rates for service are:
Transport, \$250.00
Out - of - County Mileage, \$2.10/per loaded mile
Response Fee: \$35.00, and

WHEREAS; the current rates are the lowest of any service in the region; and,

WHEREAS; the rates are below the reimbursable insurance limits; and,

WHEREAS; it could take up to one (1) year to realize and gain the value of total reimbursements; and,

WHEREAS; it is Sullivan County intention to assist in helping EMS continue to be a top quality service provider; and minimize any tax subsidy;

NOW THEREFORE; be it resolved that the E M S service rates are established as follows:
In County Transport (all calls): \$300.00
Out-of-County Transport (all calls): \$300.00
In-County mileage (all calls) : \$0.00
Out-of-County mileage (all calls): \$3.00/per loaded mile
Response Fee: \$50.00

Further be it resolved such rates shall remain in effect until adjusted by the Sullivan County Commission, but shall be reviewed annually for inflationary factors and reasonableness and a recommendation be presented as part of the budget plan.

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 19 day of July, 19 99
Attested: [Signature] County Clerk Date: [Signature] County Executive

INTRODUCED BY COMMISSIONER WILLIAMS ESTIMATED COST: _____
SECONDED BY COMMISSIONER GONCE, MAYES FUND: _____

Table with 5 columns: Committee Action, Approved, Disapproved, Deferred, Date. Rows include Administrative, Budget, Executive.

Table with 6 columns: Commission Action, Aye, Nay, Pass, Absent, Total. Rows include Roll Call, Voice Vote.

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

RESOLUTION NO. 28/10

_____ COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING Stop Sign at Corrugated land at Mtn. View Drive - 9th Civil District, Stop Sign on Old Mtn. View Road, 25 MPH Speed Limit on Old Mtn. View Road - 16th Civil District.

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 21 day of JUNE, 1999;

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners authorizes signs be placed as listed below as recommended in correspondence from the Sullivan County Highway Dept.

Stop sign be placed on Corrugated Lane at Mtn. View Drive - 9th Civil District

Stop sign be placed on both ends of Old Mtn. View Road at Mtn View Drive - 16th Civil District

25 mph speed limit be placed on Old Mtn. View Road - 16th Civil District

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 19 day of July, 1999.

Attest: Jamie A. Gammmon County Clerk Date: 7/19/99

County Executive Date: _____

INTRODUCED BY COMMISSIONER Hyatt ESTIMATED COST: _____
SECONDED BY COMMISSIONER Mason FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20			4	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

0256

SULLIVAN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

John R. LeSueur, Jr.
Commissioner of Highways

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

June 14, 1999

COMMISSIONERS: Marvin Hyatt
Dwight Mason

Dear Commissioners:

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

A STOP sign be placed on Corrugated Lane at Mtn. View Drive, in the 9th Civil District.

STOP signs be placed on both ends of Old Mtn. View Road at Mtn. View Drive.

A 25 MPH SPEED LIMIT be placed on Old Mtn. View Road.

These are in the 16th Civil District.

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

Sincerely,



Ralph Pope
Traffic Coordinator

RP/jb

C: Mary Ann Gong

RESOLUTION NO. 29 11

_____ COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING 15 MPH Speed Limit on Dentons Lane - 19th Civil District 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 21 day of JUNE, 1999;

~~AMEND: 25 15~~
THAT BE IT RESOLVED, That a 15 mph speed limit be placed on Dentons Lane as recommended in correspondence from the Sullivan County Highway Department.

AMEND: ALSO CHANGE THE SPEED LIMIT TO 15 MPH ON THE FOLLOWING ROADS:
WAMPLER RD., MCLEAN RD., AND TALLMAN RD.

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 19 day of July, 19 99

Jeanine J. Gammon
Attested: _____ Date: _____
County Clerk

_____ Date: _____
County Executive

INTRODUCED BY COMMISSIONER Morrell ESTIMATED COST: _____
SECONDED BY COMMISSIONER Harr FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	18		3	3	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED AS AMENDED 07/19/99
ROLL CALL VOTE

0258

SULLIVAN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

John R. LeSueur, Jr.
Commissioner of Highways

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

June 14, 1999

COMMISSIONER: Randy Morrell

Dear Commissioner:

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

(~~amend~~) ~~25~~ 15
A 15 MPH SPEED LIMIT be placed on Dentons Lane.

This is in the 19th Civil District.

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

Sincerely,



Ralph Pope
Traffic Coordinator

RP/jb

C: Mary Ann Gong

RESOLUTION NO. 3012

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING In-Lieu-Of Tax Agreement with Douglas-Cherokee Economic Authority, Inc., or its designated subsidiary, Appalachian Homes for Elderly, Inc., Relative to Senior Residential Housing Project in Kingsport, Tennessee

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 21st day of June, 1999;

WHEREAS, Douglas-Cherokee Economic Authority, Inc., or its designated subsidiary, Appalachian Homes for Elderly, Inc., is developing a senior residential housing project utilizing HUD funds in Kingsport, Tennessee; and

WHEREAS, Douglas-Cherokee Economic Authority, Inc., and its subsidiary, Appalachian Homes for Elderly, Inc., is a non-profit entity which would be exempt from ad valorem taxes pursuant to the provisions of Tennessee Code Annotated §67-5-207 upon the filing of a completed application with the state board of equalization and approval, in writing, by such board; and

WHEREAS, Tennessee Code Annotated §67-5-207 further provides that in lieu of any taxes for which a property is granted exemption pursuant to that section, that the owners of the projects which exceed twelve units shall agree to make payments to any county, municipality, metropolitan government, or district for improvements, facilities or services rendered by such entities; and

WHEREAS, HUD imposes a maximum of ten percent of the "shelter rents" for in-lieu-of tax payments to be shared by the local taxing jurisdictions; and

NOW, THEREFORE, BE IT RESOLVED that the Sullivan County Board of Commissioners hereby approve the in-lieu-of tax agreement with Douglas-Cherokee Economic Authority, Inc., or its subsidiary, Appalachian Homes for Elderly, Inc., for its senior residential housing project to be located on Wampler Street in Kingsport, Tennessee in Sullivan County (4.335 acre tract currently owned by Thomas J. Phillips) whereby Douglas-Cherokee Economic Authority, Inc., or its subsidiary, Appalachian Homes for Elderly, Inc., will pay ten percent of the shelter rents from the project to the Sullivan County Trustee, as an in-lieu-of tax payment, which payment will be divided between the government of Sullivan County, Tennessee and the government of the City of Kingsport, Tennessee based upon the proportion taxes which would have been paid to each jurisdiction if the project were not tax exempt, however, said approval shall be subject to the required application being completed and filed with the state board of equalization and the approval by the state board of equalization of said application.

BE IT FURTHER RESOLVED that the County Executive of Sullivan County is hereby authorized to execute all legal documents necessary to effectuate such agreement.

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.

Jeanie J. Gammon
Attested: _____
County Clerk

Duly passed and approved this 19 day of July 1999
Date: 7/19/99 _____ Date: _____
County Executive

INTRODUCED BY COMMISSIONER A. Pierce ESTIMATED COST: _____
SECONDED BY COMMISSIONER W. McConnell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	21			3	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE 1999.

RESOLUTION AUTHORIZING Block Grant for Safe Public Water Source within Intermont Utility District.

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 21 day of JUNE, 1999;

THAT WHEREAS, the Tennessee Community Development Block Grant Program has been established to assist local governments in meeting community development and housing needs consistent with the objectives as set forth in Title 1 of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, Sullivan County, acting by and through its County Commission proposes to apply for Community Development Block Grant (CDBG) funds to extend water lines within the Intermont Utility District Service area and

WHEREAS, under the terms and provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, Sullivan County as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

NOW THEREFORE, BE IT RESOLVED; by the County Commission of Sullivan County as follows;

THAT, at no cost the County, Gil Hodges, County Executive, is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Economic and Community Development, Office of Program Management, requesting Fiscal year 2000 (must apply for Grant by February 2000, will know if grant awarded by August 2000), Community Development Block Grant funds in an amount not to exceed \$500,000.00 for a Water Line Extension Project, and

THAT, Gil Hodges, County Executive, be and is hereby designated and appointed as Financial Officer under the terms and pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, and to perform on behalf of Sullivan County, Tennessee, those acts and assume such duties as are consistent with said position.

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 19 day of JULY, 1999

Jeanie J. Hammon
Attested: _____ Date: 7/19/99
County Clerk

Date: _____
County Executive

INTRODUCED BY COMMISSIONER Morrell ESTIMATED COST: _____
SECONDED BY COMMISSIONER Harr FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

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

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 VOICE VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF June, 1999.

RESOLUTION AUTHORIZING Executive Committee to Study the Safety Factors at the Railroad Underpass on West Shipley Ferry Road and Make Recommendation to Rectify the Situation

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 21st day of June, 1999;

THAT, WHEREAS, The Increase in Traffic on West Shipley Ferry Road has resulted in a Safety Concern for the Residents of Colonial Heights, and

WHEREAS, Several Catastrophic Accidents have narrowly been avoided, and

WHEREAS, Two options to Address this Hazard Have Been Suggested to the Road Commissioner,

(1). A light system signaling approaching traffic form the opposite direction at an approximate cost of \$18,200

(2). A convex stainless steel mirror showing approaching traffic at an approximate cost of \$

NOW, THEREFORE, BE IT RESOLVED The County Commission requests the Executive Committee Study this Problem and Recommend Which of the Above Options Will Better Meet the Safety Concerns of the Citizens of Sullivan County

AMEND: NOT TO EXCEED \$18,200 to come from 3900 account
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 t.

Duly passed and approved this 19 day of July, 1999.

Attested: Jeanette J. Gammon Date: 7/19/99
County Clerk County Executive

INTRODUCED BY COMMISSIONER J. Carter ESTIMATED COST: _____
SECONDED BY COMMISSIONER S. Jones FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20	1		3	
Voice Vote					

STATE STATUTE 12-4-101

Because I am an employee of Sullivan County EMS, I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

SUBMITTED 07/19/99 BY COMM. VANCE TO BE RECORDED IN MINUTES REGARDING HIS VOTE ON RESOLUTIONS # 7 and 8. AND RESOLUTION #15.

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING Sullivan County to Enter into Lease Agreement with Royal Ordnance North America (British Aerospace)

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 21st day of June, 1999;

WHEREAS, the Lease Agreement between Sullivan County and the City of Kingsport to temporarily house a Sullivan County EMS ambulance at Kingsport Fire Station #4 on West Stone Drive will expire on January 1, 2000; and

WHEREAS, Royal Ordnance North America (British Aerospace) has offered a twenty (20) year lease to Sullivan County for a parcel of land upon which to build an EMS Station on Wilcox Drive; and

WHEREAS, Sullivan County EMS had a similar agreement with Holston Defense Corporation, which agreement expired on December 31, 1998; and

WHEREAS, there is a great need for an ambulance to be located at this location to serve the citizens and industries; and

WHEREAS, the attached proposed lease agreement is subject to approval by both parties prior to execution; and

WHEREAS, the County Attorney has reviewed the proposed Lease Agreement and made recommended changes :

NOW, THEREFORE, BE IT RESOLVED that Sullivan County enter into the attached lease agreement with Royal Ordnance North America (British Aerospace) and the Sullivan County Executive is hereby authorized to execute the same on behalf of Sullivan County.

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

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 19 day of JULY 19 99.

Jeanine T. Hammond Attested: _____ Date: 7-19-99
County Clerk County Executive

INTRODUCED BY COMMISSIONER G. Mayes ESTIMATED COST: _____
SECONDED BY COMMISSIONER A. Pierce FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	14	4	3	3	
Voice Vote					

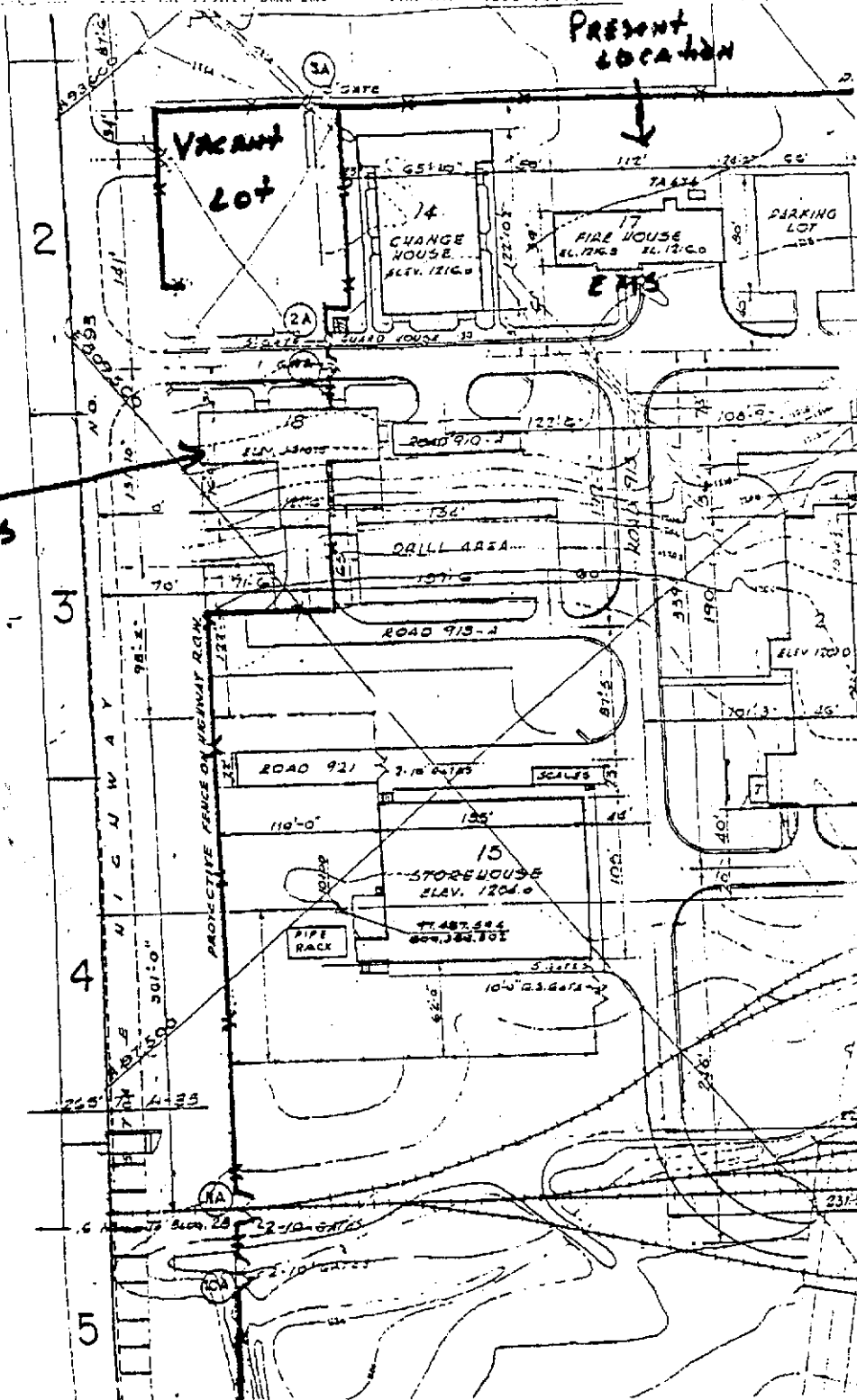
COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

0266

Present location

American Red Cross

Attachment to Resolution No. 3315



LEASE AGREEMENT
990100033

LEASE AGREEMENT

This lease agreement is entered into by and between Sullivan County, Tennessee, a political subdivision of the State of Tennessee, hereinafter referred to as the Lessee, and Royal Ordnance North America, hereinafter referred to as the Lessor.

TERMS AND CONDITIONS

1. **Term of the Agreement.** This agreement shall become effective when accepted by the Lessee and shall continue thereafter in full force and effect for a period of twenty (20) years.
2. **Rent.** The Lessee agrees herein to provide without charge, first aid and emergency medical services and ambulance transport services for Lessor's employees and employees of U. S. Government while on Government property at Area 'A', Holston Army Ammunition Plant. Lessee agrees to pay for the use of the designated unimproved sit annual rent in the amount of One Dollar (\$1.00).
3. **Location.** The leased premises is located within Area "A", Holston Army Ammunition Plant and more particularly described as that area designated "vacant lot" on Exhibit "1" attached hereto.
4. **Use of Property.** Lessee is authorized to use said property to provide first aid, emergency medical services and ambulance services to the citizens of Sullivan County and to Lessor's employees and the employees of the United States Government while said employees are on government property at Area "A", Holston Army Ammunition Plant. Lessee is authorized to located thereon for such use the necessary supporting personnel, vehicles and equipment, including communications equipment. The Lessee is authorized to build on this site at its expense an appropriate structure in which to maintain its equipment and personnel during the term of this agreement. The design of such structure shall be reviewed and approved by Lessor and the Government prior to commencement of any construction activities. At the termination of this agreement, for whatever reason, the structure and any other improvements made by Lessee shall become property of the Government. Upon the expiration of this agreement, the Lessee may renegotiate with U.S. Government or new contractor for an extension of this agreement.

5. **Maintenance and Repairs.** Lessee will provide routine maintenance to the improved property as becomes necessary from normal use of the property. The Lessee shall be responsible for keeping the facility and the surrounding area in a clean condition and free from litter at all times.
6. **Utilities.** The Lessee will provide all utilities including water, electricity and steam, including any 'tap fees' that may apply, at no cost to the Lessor. The Lessee must provide and pay for telephone service.
7. **Identification and Access Control.** Lessee personnel may enter and leave Area "A" for the purpose of providing service referred to herein. Only those vehicles and equipment marked and identified as being owned and operated by the Lessee and personal vehicles owned by Lessee's personnel will be admitted to the plant. Said vehicles must be registered and display the proper identifying decal before such admittance will be granted.
8. **Safety and Accident Prevention.** Because of the hazardous nature of plant operations at Holston Army Ammunition Plant, the Lessee must comply with the Lessor's safety regulations.

The Lessee shall take all reasonable precautions to protect health and to minimize danger from all hazards to life and property. The Lessee shall comply with all applicable provisions of laws and regulations for the reporting or prevention of accidents or injury to all persons on plant property.

The Lessee shall be responsible for compliance by all of the Lessee's personnel with such safety rules as the Lessor's Accident Prevention representative may hereafter prescribe from time to time.

9. **Insurance.** The Lessee shall maintain such insurance as will protect it from claims under Worker's Compensation Acts and from any claims for bodily injuries, including death, either to its personnel or others, and from all claims on account of property damage, which may arise in connection with the said service. Such insurance shall be obtained from an insurer satisfactory to the Lessor and shall be in at least the following amounts:

A. Worker's Compensation
Limits - Statutory

B. Comprehensive General Liability:
Bodily Injury - Limits
\$100,000/\$300,000

Property Damage - Limits
 \$25,000 each accident
 \$100,000 aggregate

C. Comprehensive Automobile (including trucks) Liability:
 Bodily Injury - Limits
 \$50,000/\$300,000

Property Damage - Limits
 \$50,000

The Lessee must show to the Lessor evidence of the above coverage.

10. **Personal Injury and Property Damage.** The Lessee shall establish and use all reasonable means to prevent injury to persons or property in connection with service under this agreement. The Lessee shall to the extent permitted by Tennessee State Law indemnify, defend and save harmless the Lessor, the U. S. Government, including their agents and/or employees, from all loss, costs, damages, expense and liability for property damage and for personal injuries to, or death of, any and all persons causally related to Lessee's performance under this agreement; excepting, however, such claims or damages as may be due to or caused by the acts of the Lessor or the U.S. Government, their employees, servants and/or agents.

The Lessor shall to the extent permitted by law indemnify, defend and save harmless the Lessee, its elected officials, agents and/or employees, from all loss, costs, damages, expense and liability for property damage and for personal injuries to, or death of, any and all persons caused by Lessor; excepting, however, such claims or damages as may be due to or caused by the acts of the Lessee, it elected officials, agents and/or employees.

11. **Lessee's Status and Responsibilities.** Lessee will be acting as an independent contractor and not as an agent or servant of the Lessor or the U. S. Government. Neither Lessor nor the U. S. Government shall have any responsibility for Lessee's activities or conduct during the term of this agreement.
12. **Post Award Conference.** A conference to include representatives of the Lessee and the Lessor will be held prior to occupancy. In the conference, the Lessor will provide further instructions with regard to safety and other matters governing performance under this agreement.

- 13. Sale of Property. If at any time during the Lease Term, Lessor decides to sell, assign or transfer all or part of Lessor's interest in the property, of which the Leased Premises is a part, to one other than Lessee, then such sale shall be under and subject to this Lease and Lessee's rights hereunder.
- 14. Quiet Enjoyment. Lessor covenants that Lessee, on performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises.

ACCEPTED FOR LESSOR

ROYAL ORDNANCE NORTH AMERICA

BY _____
 Title: Operations Manager
 Date: _____

ACCEPTED FOR LESSEE

SULLIVAN COUNTY, TENNESSEE

BY _____
 Title: County Executive
 Date: _____

ATTEST:

 COUNTY CLERK

BY _____
 Title: _____
 Date: _____

ACKNOWLEDGED FOR UNITED STATES GOVERNMENT

BY _____
 Title: Contracting Officer's Representative
 Date: _____

RESOLUTION NO. 20

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

RESOLUTION AUTHORIZING Establishment of Constable Districts in Sullivan County

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

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

WHEREAS, state law previously provided that constables were to be elected in Sullivan County by Civil Districts; and

WHEREAS, due to Sullivan County having redefined its voting precincts according to census blocks, election of constables by civil districts in Sullivan County was no longer proper; and

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 21 on December 21, 1998 requesting that the state legislature amend the provisions of Tennessee Code Annotated §8-10-101 relative to the election of constables in Sullivan County such that constables would be elected from constable districts established by the county legislative body; and

WHEREAS, Public Chapter 296 of the Public Acts of 1999, a copy of which is attached hereto, provides in Section 1 thereof as follows:

Constables in counties having populations of not less than one hundred forty thousand (140,000) nor more than one hundred forty five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census, shall be elected from constable districts established by the County Legislative Body.

NOW, THEREFORE, the Sullivan County Board of Commissioners hereby establish that constables in Sullivan County shall be elected from the constable districts as set forth on the table attached hereto.

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 19 day of JULY 19 99.

Attested: Jeannie T. Hammond County Clerk Date: 7/19/99 County Executive

INTRODUCED BY COMMISSIONER E. Kilgore ESTIMATED COST: _____

SECONDED BY COMMISSIONER M. Vance; B. King FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	21			3	
Voice Vote					

COMMENTS: APPROVED 07/19/99 ROLL CALL VOTE

CHAPTER NO. 296

HOUSE BILL NO. 811

By Representatives Godsey, Westmoreland, Mumpower, Glvens, David Davis

Substituted for: Senate Bill No. 1529

By Senator Ramsey

AN ACT to amend Tennessee Code Annotated, Section 8-10-101, relative to constables.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 8-10-101, is amended by adding the following as a new appropriately designated subsection:

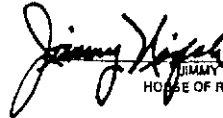
() Constables in counties having populations of not less than one hundred forty thousand (140,000) nor more than one hundred forty-five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census, shall be elected from constable districts established by the County Legislative Body.

SECTION 2. Tennessee Code Annotated, Section 8-10-101(c), is amended by designating the existing language as subdivision (c)(1) and by adding the following as a new subdivision (c)(2):

(2) The provisions of this subsection shall not apply in any county having a population of no less than one hundred forty thousand (140,000) nor more than one hundred forty-five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census.


SECTION 3. This act shall take effect July 1, 1999, the public welfare requiring it.

PASSED: May 19, 1999


JIMMY RAIFE, SPEAKER
HOUSE OF REPRESENTATIVES


JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 26th day of May 1999


DON PERDUE, GOVERNOR

ATTACHMENT TO RESOLUTION NO. ad

CONSTABLE DISTRICTS - SULLIVAN COUNTY

DISTRICT (Number of Constables)	PRECINCTS	PRECINCT POPULATION	POLLING PLACE
I (1)	19-H 22 1 2-VP	792 1149 1877 1936	E. Cherokee School Holston Valley Middle School South Holston Ruritan Bldg. Valley Pike School
II (3)	2-HV 17-E 17-S 4-A	3945 4171 4034 3328	Holston View School Fairmount School Haynesfield School Avoca School
III (1)	17-W	2812	Anderson School
IV (3)	5-N 5-S 4-O 21 8	4777 5928 3421 3059 1706	Blountville Justice Center Blountville Middle School Avoca Firehall Weaver School Buffalo Ruritan Building
V (2)	16-BC 16-CG 9 20 3	3761 1555 3006 1230 1849	Bluff City Middle School Chinquapin Ruritan Building Piney Flats Firehall Rocky Springs Community Bldg. Hickory Tree Firehall
VI (3)	6 10-BD 10-OB 7 7-C	3740 5470 2552 6194 Included in 7	Central Heights School Ketron Middle School Orebank Missisionary Baptist Church Indian Springs School Kingsport Firehall No. 3

ATTACHMENT TO RESOLUTION NO. 20

DISTRICT (Number of Constables)		PRECINCTS	PRECINCT POPULATION	POLLING PLACE
VII	(1)	18 14-MP	2374 3888	Holston Middle School Miller Perry School
	(1)	14-CH	6178	Colonial Heights Middle School
VIII	(2)	15 13-C 13-P 11-AJ	3755 2670 3765 1908	Sullivan West Middle School County Road Building South High School Andrew Johnson School
IX	(2)	12-OK 12-BR 12-WV 12-LG 12-CB	3076 2198 1911 2429 2319	Firehall No. 4 North Kingsport Firehall Theodore Roosevelt School Lynn View Middle School Ridgefields
X	(2)	11-G 11-CG 11-J 11-D	2097 3869 3653 2642	Gravelly School Cedar Grove School Grace Evangelical Free Church Dickson Center
XI	(3)	11-R 11-S 11-E 11-C 11-W	4668 4125 2250 3090 3266	Kingsport Community Church Civic Auditorium Renaissance Center Kingsport City Schools Annex Kingsport Public Library

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

RESOLUTION AUTHORIZING Lease Agreement with Crown Communications, Inc.

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 19th day of July, 1999;

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 8 on May 17, 1999 authorizing the lease-purchase of an 800 MHz Radio System for Sullivan County; and

WHEREAS, Crown Communications, Inc. has approached county officials in an attempt to lease certain property from Sullivan County upon which to place a cellular phone tower; and

WHEREAS, although Crown Communications is in no way associated with the proposed 800 MHz radio system, they have offered to Sullivan County the right to place its antennas for the 800 MHz radio system on its tower in exchange for Sullivan County leasing to it certain property; and

WHEREAS, by entering into the proposed lease agreement with Crown Communications, Sullivan County would save the expense of constructing its own tower at a cost savings of in excess of \$200,000.00;

NOW, THEREFORE, BE IT RESOLVED that Sullivan County enter into the attached Lease Agreement with Crown Communications, Inc. and the County Executive is hereby authorized to execute the attached Lease Agreement, Memorandum of Lease Agreement, Temporary Construction Easement and such other documents as may be associated therewith.

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to approve any necessary changes to the documents negotiated hereafter in consultation with the County Attorney.

(WAIVER OF RULES REQUESTED)

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 19 day of JULY 1999.

Jeanette J. Hammon
County Clerk

Date: 7-19-99
County Executive

INTRODUCED BY COMMISSIONER G. Mayes ESTIMATED COST: _____

SECONDED BY COMMISSIONER M. Vance FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

RESOLUTION NO.

24

Page Two

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20	1	1	2	
Voice Vote					

COMMENTS: APPROVED 07/19/99 WAIVER OF RULES ROLL CALL VOTE

LEASE AGREEMENT
STATE OF TENNESSEE

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 1999, by and between SULLIVAN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, having its principal place of business at 3411 Highway 126, Blountville, Tennessee 37617 (Federal Tax Identification Number ____)(“Lessor”) and Crown Communications Inc., a Delaware Corporation, doing business in Tennessee as CROWN COMMUNICATIONS, with its national headquarters located at Crown Square at Southpointe, 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317 (“Lessee”).

1. Description of Leased Property. For good and valuable consideration, Lessor leases to Lessee a portion of Lessor’s property, that portion being described as a 100 feet by 100 feet parcel located in Blountville, Tennessee (the “Leased Premises”) (Lessor’s property being shown on the Tax Map of the County of Sullivan as Tax Map 51, Parcel 47, and being further described in Book 6C, Page 955 as recorded in the County’s Register of Deed’s Office [a copy of this Deed is attached hereto as Exhibit “A”]). The Leased Premises also includes a right exclusive of all others, but shared with Lessor, its agents and employees, for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty feet wide right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. The Leased Premises and the right-of-way are more particularly described on the survey attached hereto as Exhibit “B”.

Attachment to Resolution No. 24

2. **Lease Term.** This Lease shall be for an initial term of twenty-five years, beginning on the date of Lessee's commencement of construction of the proposed wireless communications facility (the "Initial Term"). This Lease shall automatically be extended for three subsequent twenty-five year terms (the "Renewal Terms") unless Lessee terminates it pursuant to the provisions set forth herein. The Initial Term and any Renewal Terms shall be collectively referred to as the "Lease Term".

3. **Rent.** Lessee shall pay no monetary rent to Lessor for this Lease. In consideration of and in exchange for the Lease, for no monthly rental fee paid by Lessor, Lessor and Lessee have entered into a license agreement attached hereto as Exhibit "C", and pursuant to such license agreement Lessor shall be allowed to co-locate, replace, service and maintain communications antennas, microwave dishes and necessary attachments, wires, and utility services incidental thereto used in the provision of Sullivan County's emergency services on Lessee's tower to be constructed on the Leased Premises and to construct and maintain on the Leased Premises a 12' x 40' x 10' building for use incidental thereto. Lessee agrees to construct the tower according to the specifications attached hereto as Exhibit "D" with said tower construction to be completed on or before January 1, 2000. Lessee shall be solely responsible for all costs and expenses of installing, operating and maintaining Lessee's tower. Lessor shall be responsible for all costs and expenses of installing, operating and maintaining Lessor's antennas on Lessee's tower and Lessor's building on the Leased Premises.

4. **Lessee's Right to Terminate.** Lessee shall have the unilateral right to terminate this Lease, at any time, by providing Lessor with six months prior written

notice. Said termination shall be effective upon Lessee providing notice of termination to Lessor.

5. **Effect of Termination by Lessee.** Upon termination of this Lease by Lessee, this Lease shall become null and void and all of the parties shall have no further obligations; provided, however, that should Lessee terminate this Lease Agreement for any reason prior to the expiration of the Lease Term, including Renewal Terms, Lessee's tower and all buildings, fixtures, attachments and accessories appertaining thereto which are necessary for use by Lessor and existing at the time of termination, shall, at no cost to Lessor, immediately become the sole property of Lessor to be maintained at Lessor's sole cost and expense and Lessee agrees to execute the necessary documents to evidence ownership in Lessor. Upon such transfer of ownership, Lessee shall have no further obligations or responsibilities with regard to such tower, buildings, fixtures, attachments and easements.

6. **Use of Property.** The Leased Premises and all easements, rights and privileges herein granted shall be used only for the purpose of constructing, maintaining and operating a wireless communications facility and uses incidental thereto. Lessee shall place a security fence, consisting of chain-link or comparable construction, around the perimeter of the Leased Premises. It is understood and agreed that all improvements shall be undertaken at Lessee's sole expense. Lessee will maintain the Leased Premises in a reasonable and safe condition.

7. **Lessee's Ability to Use Property.** Lessor and Lessee agree that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining, after the complete execution of this Lease, all of the certificates, permits, licenses and other approvals

deemed necessary by Lessee, within Lessee's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section 6 above (the "Approvals"). Lessor agrees to execute documents reasonably necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by Lessee. In the event that a subdivision of Lessor's property is required, Lessor agrees to proceed with due diligence in seeking subdivision approval at Lessee's expense. Lessor also agrees to convert this Lease into a temporary easement if it is necessary to accordingly convert this Lease in order to obtain the Approvals. In the event that: (1) Lessee does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to Lessee, within Lessee's absolute discretion; (3) any Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that Lessee, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then Lessee shall have the right to terminate this Lease subject to the provisions of Section Five (5) hereinabove. Upon such termination, this Lease shall become null and void and there shall be no further obligation between the parties.

8. **Liens.** Lessee shall keep the tower, Leased Premises, and the property on which the Leased Premises are situated free from any liens and/or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

9. **Removal of Obstructions.** Lessee has the right to remove from the Leased Premises, including the right of ingress and egress, obstructions, including but not

limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises. Lessee shall be responsible for disposing of any materials related to the removal of obstruction.

10. Hazardous Substances and Hazardous Wastes. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by Lessee or persons acting under Lessee. Lessee shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

Lessor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, to the extent permitted by state law, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Lessor's property if caused by Lessor or persons acting under

COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING E. M. S. NON - EMERGENCY TRANSPORT.
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 21ST day of JUNE, 1999;

WHEREAS; the Sullivan County EMS receives requests by the citizens and various Health Care Facilities for Basic Transport Service, which is not currently being provided by the Sullivan county EMS; and,

WHEREAS; this service could be provided and better utilize the EMS Department resource; and,

WHEREAS; other government services are establishing a presence in Sullivan County which could threaten the functionality of the Sullivan County EMS; and,

WHEREAS; a cooperative effort between Sullivan County EMS and other providers, through a mutual aid agreement could enhance the overall service to Sullivan County, ensure quality, and provide the resources necessary for the longevity of the Sullivan County EMS and emergency service for the citizens of Sullivan County; and,

WHEREAS; the citizens of Sullivan County own the Sullivan County EMS;

NOW THEREFORE; be it resolved, that the Sullivan County Commission allow the Sullivan County EMS to provide Basic Transport Service, thus allowing the citizens of Sullivan County the option to choose the service of their choice.

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 19 day of July, 19 99
Attested: James J. Gammien Date: 7-19-99
County Clerk County Executive

INTRODUCED BY COMMISSIONER Gonce ESTIMATED COST: _____
SECONDED BY COMMISSIONER Williams, Mays FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	14	7	1	2	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED WITH ATTACHED AMENDMENT
07/19/99 ROLL CALL VOTE

0284

AMENDMENT (For Resolution #7)

However, Sullivan County EMS shall NOT engage in contracting directly or indirectly with Health Care facilities, doctors, etc. for convalescent transports.

COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21ST DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING ESTABLISHMENT OF E. M. S. RATES.

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 21ST day of JUNE, 1999;

WHEREAS; cost for providing Emergency services has continued to increase and the Sullivan County EMS rates have remained unchanged for four (4) years and only one (1) increase in eleven (11) years; and,

WHEREAS; the current rates for service are:

- Transport, \$250.00
- Out - of - County Mileage, \$2.10/per loaded mile
- Response Fee: \$35.00, and

WHEREAS; the current rates are the lowest of any service in the region; and,

WHEREAS; the rates are below the reimbursable insurance limits; and,

WHEREAS; it could take up to one (1) year to realize and gain the value of total reimbursements; and,

WHEREAS; it is Sullivan County intention to assist in helping EMS continue to be a top quality service provider; and minimize any tax subsidy;

NOW THEREFORE; be it resolved that the E M S service rates are established as follows:

- In County Transport (all calls): \$300.00
- Out-of-County Transport (all calls): \$300.00
- In-County mileage (all calls) : 50.00
- Out-of-County mileage (all calls): \$3.00/per loaded mile
- Response Fee: \$50.00

Further be it resolved such rates shall remain in effect until adjusted by the Sullivan County Commission, but shall be reviewed annually for inflationary factors and reasonableness and a recommendation be presented as part of the budget plan.

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 19th day of July, 19 99

Attested: James F. Hammen Date: _____ Date: _____
County Clerk County Executive

INTRODUCED BY COMMISSIONER WILLIAMS ESTIMATED COST: _____
SECONDED BY COMMISSIONER GONCE, MAYES FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	17	3	2	2	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING Stop Sign at Corrugated land at Mtn. View Drive - 9th Civil District, Stop Sign on Old Mtn. View Road, 25 MPH Speed Limit on Old Mtn. View Road - 16th Civil District.

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 21 day of JUNE, 1999;

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners authorizes signs be placed as listed below as recommended in correspondence from the Sullivan County Highway Dept.

Stop sign be placed on Corrugated Lane at Mtn. View Drive - 9th Civil District

Stop sign be placed on both ends of Old Mtn. View Road at Mtn View Drive - 16th Civil District

25 mph speed limit be placed on Old Mtn. View Road - 16th Civil District

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 19 day of July, 1999.

Jeanie J. Gammon
County Clerk

Attested: _____ Date: 7/19/99 _____ Date: _____
County Executive

INTRODUCED BY COMMISSIONER Hyatt STIMATED COST: _____
SECONDED BY COMMISSIONER Mason FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20			4	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

SULLIVAN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

0287

John R. LeSueur, Jr.
Commissioner of Highways

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

June 14, 1999

COMMISSIONERS: Marvin Hyatt
Dwight Mason

Dear Commissioners:

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

A STOP sign be placed on Corrugated Lane at Mtn. View Drive, in the 9th Civil District.

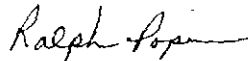
STOP signs be placed on both ends of Old Mtn. View Road at Mtn. View Drive.

A 25 MPH SPEED LIMIT be placed on Old Mtn. View Road.

These are in the 16th Civil District.

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

Sincerely,



Ralph Pope
Traffic Coordinator

RP/jb

C: Mary Ann Gong

COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING 15 MPH Speed Limit on Dentons Lane - 19th Civil District 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 21 day of JUNE, 1999;

~~amended~~ 25 15
THAT BE IT RESOLVED, That a 15 mph speed limit be placed on Dentons Lane as recommended in correspondence from the Sullivan County Highway Department.

AMEND: ALSO CHANGE THE SPEED LIMIT TO 15 MPH ON THE FOLLOWING ROADS: WAMPLER RD., MCLEAN RD., AND TALLMAN RD.

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 19 day of July, 19 99

Jeanette J. Gammon
County Clerk Date: _____
County Executive

INTRODUCED BY COMMISSIONER Morrell ESTIMATED COST: _____
SECONDED BY COMMISSIONER Harr FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	18		3	3	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED AS AMENDED 07/19/99
ROLL CALL VOTE

SULLIVAN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 590
BLOUNTVILLE, TENNESSEE 37617

0289

John R. LeSueur, Jr.
Commissioner of Highways

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

June 14, 1999

COMMISSIONER: Randy Morrell

Dear Commissioner:


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

(~~25~~) ~~25~~ 15
A 15 MPH SPEED LIMIT be placed on Dentons Lane.

This is in the 19th Civil District.

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

Sincerely,



Ralph Pope
Traffic Coordinator

RP/jb

C: Mary Ann Gong

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING In-Lieu-Of Tax Agreement with Douglas-Cherokee Economic Authority, Inc., or its designated subsidiary, Appalachian Homes for Elderly, Inc., Relative to Senior Residential Housing Project in Kingsport, Tennessee

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 21st day of June, 1999;

WHEREAS, Douglas-Cherokee Economic Authority, Inc., or its designated subsidiary, Appalachian Homes for Elderly, Inc., is developing a senior residential housing project utilizing HUD funds in Kingsport, Tennessee; and

WHEREAS, Douglas-Cherokee Economic Authority, Inc., and its subsidiary, Appalachian Homes for Elderly, Inc., is a non-profit entity which would be exempt from ad valorem taxes pursuant to the provisions of Tennessee Code Annotated §67-5-207 upon the filing of a completed application with the state board of equalization and approval, in writing, by such board; and

WHEREAS, Tennessee Code Annotated §67-5-207 further provides that in lieu of any taxes for which a property is granted exemption pursuant to that section, that the owners of the projects which exceed twelve units shall agree to make payments to any county, municipality, metropolitan government, or district for improvements, facilities or services rendered by such entities; and

WHEREAS, HUD imposes a maximum of ten percent of the "shelter rents" for in-lieu-of tax payments to be shared by the local taxing jurisdictions; and

NOW, THEREFORE, BE IT RESOLVED that the Sullivan County Board of Commissioners hereby approve the in-lieu-of tax agreement with Douglas-Cherokee Economic Authority, Inc., or its subsidiary, Appalachian Homes for Elderly, Inc., for its senior residential housing project to be located on Wampler Street in Kingsport, Tennessee in Sullivan County (4.335 acre tract currently owned by Thomas J. Phillips) whereby Douglas-Cherokee Economic Authority, Inc., or its subsidiary, Appalachian Homes for Elderly, Inc., will pay ten percent of the shelter rents from the project to the Sullivan County Trustee, as an in-lieu-of tax payment, which payment will be divided between the government of Sullivan County, Tennessee and the government of the City of Kingsport, Tennessee based upon the proportion taxes which would have been paid to each jurisdiction if the project were not tax exempt; however, said approval shall be subject to the required application being completed and filed with the state board of equalization and the approval by the state board of equalization of said application.

BE IT FURTHER RESOLVED that the County Executive of Sullivan County is hereby authorized to execute all legal documents necessary to effectuate such agreement.

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 19 day of July, 1999.

Jeanie J. Jammon
Attested: _____
County Clerk

Date: 7-19-99 _____ Date: _____
County Executive

RESOLUTION NO. 3012
Page Two

INTRODUCED BY COMMISSIONER A. Pierce ESTIMATED COST: _____
SECONDED BY COMMISSIONER W. McConnell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	21			3	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOTE

_____ COMMITTEE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21 DAY OF JUNE 1999.

RESOLUTION AUTHORIZING Block Grant for Safe Public Water Source within Intermont Utility District.

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 21 day of JUNE, 1999;

THAT WHEREAS, the Tennessee Community Development Block Grant Program has been established to assist local governments in meeting community development and housing needs consistent with the objectives as set forth in Title 1 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Sullivan County, acting by and through its County Commission proposes to apply for Community Development Block Grant (CDBG) funds to extend water lines within the Intermont Utility District Service area and

WHEREAS, under the terms and provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, Sullivan County as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant,

NOW THEREFORE, BE IT RESOLVED; by the County Commission of Sullivan County as follows;

THAT, at no cost the County, Gil Hodges, County Executive, is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Economic and Community Development, Office of Program Management, requesting Fiscal year 2000 (must apply for Grant by February 2000, will know if grant awarded by August 2000), Community Development Block Grant funds in an amount not to exceed \$500,000.00 for a Water Line Extension Project; and

THAT, Gil Hodges, County Executive, be and is hereby designated and appointed as Financial Officer under the terms and pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, and to perform on behalf of Sullivan County, Tennessee, those acts and assume such duties as are consistent with said position.

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 19 day of JULY, 1999.

James F. Jammon
Attested: _____ Date: _____
County Clerk

County Executive

INTRODUCED BY COMMISSIONER Morrell ESTIMATED COST: _____
SECONDED BY COMMISSIONER Harr FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

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

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 VOICE VOTE

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF June, 1999.

RESOLUTION AUTHORIZING Executive Committee to Study the Safety Factors at the Railroad Underpass on West Shipley Ferry Road and Make Recommendation to Rectify the Situation

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 21st day of June, 1999;

THAT, WHEREAS, The Increase in Traffic on West Shipley Ferry Road has resulted in a Safety Concern for the Residents of Colonial Heights, and

WHEREAS, Several Catastrophic Accidents have narrowly been avoided, and

WHEREAS, Two options to Address this Hazard Have Been Suggested to the Road Commissioner,

(1). A light system signaling approaching traffic form the opposite direction at an approximate cost of \$18,200

(2). A convex stainless steel mirror showing approaching traffic at an approximate cost of \$

NOW, THEREFORE, BE IT RESOLVED The County Commission requests the Executive Committee Study this Problem and Recommend Which of the Above Options Will Better Meet the Safety Concerns of the Citizens of Sullivan County

AMEND: NOT TO EXCEED \$18,200 to come from 3900 account
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 t.

Duly passed and approved this 19 day of July, 1999.

Jeanie J. Tammon
Attested: _____ Date: 7/19/99
County Clerk

County Executive

INTRODUCED BY COMMISSIONER J. Carter ESTIMATED COST: _____
SECONDED BY COMMISSIONER S. Jones FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20	1		3	
Voice Vote					

STATE STATUTE 12-4-101

Because I am an employee of Sullivan County EMS, I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

SUBMITTED 07/19/99 BY COMM. VANCE TO BE RECORDED IN MINUTES
REGARDING HIS VOTE ON RESOLUTIONS # 7 and 8. AND RESOLUTION #15.

RESOLUTION NO. 33 15

TO THE HONORABLE GIL HODGES, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION THIS THE 21st DAY OF JUNE, 1999.

RESOLUTION AUTHORIZING Sullivan County to Enter into Lease Agreement with Royal Ordnance North America (British Aerospace)

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 21st day of June, 1999;

WHEREAS, the Lease Agreement between Sullivan County and the City of Kingsport to temporarily house a Sullivan County EMS ambulance at Kingsport Fire Station #4 on West Stone Drive will expire on January 1, 2000; and

WHEREAS, Royal Ordnance North America (British Aerospace) has offered a twenty (20) year lease to Sullivan County for a parcel of land upon which to build an EMS Station on Wilcox Drive; and

WHEREAS, Sullivan County EMS had a similar agreement with Holston Defense Corporation, which agreement expired on December 31, 1998; and

WHEREAS, there is a great need for an ambulance to be located at this location to serve the citizens and industries; and

WHEREAS, the attached proposed lease agreement is subject to approval by both parties prior to execution; and

WHEREAS, the County Attorney has reviewed the proposed Lease Agreement and made recommended changes ;

NOW, THEREFORE, BE IT RESOLVED that Sullivan County enter into the attached lease agreement with Royal Ordnance North America (British Aerospace) and the Sullivan County Executive is hereby authorized to execute the same on behalf of Sullivan County.

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

This resolution shall become effective on _____, 19__, the public welfare requiring it.

Duly passed and approved this 19 day of JULY 19 99.

Jeanie F. Gammon
County Clerk Date: 7-19-99
County Executive Date: _____

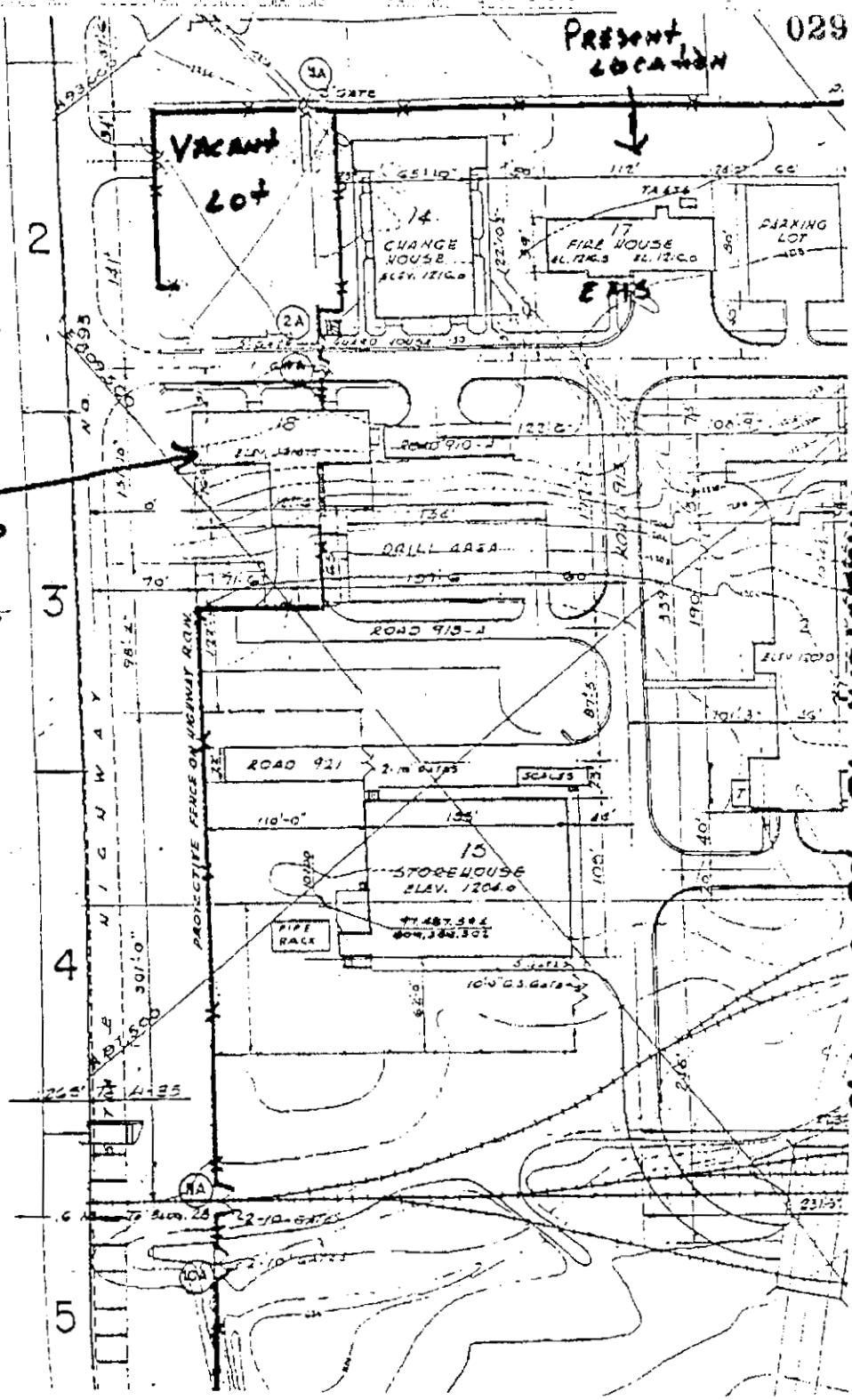
INTRODUCED BY COMMISSIONER G. Mayes ESTIMATED COST: _____
SECONDED BY COMMISSIONER A. Pierce FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	14	4	3	3	
Voice Vote					

COMMENTS: FIRST READING 06/21/99 APPROVED 07/19/99 ROLL CALL VOICE

AMERICAN
RED
CROSS



Present Location 0297

Attachment to Resolution No. 3315

LEASE AGREEMENT
990100033

LEASE AGREEMENT

This lease agreement is entered into by and between Sullivan County, Tennessee, a political subdivision of the State of Tennessee, hereinafter referred to as the Lessee, and Royal Ordnance North America, hereinafter referred to as the Lessor.

TERMS AND CONDITIONS

1. **Term of the Agreement.** This agreement shall become effective when accepted by the Lessee and shall continue thereafter in full force and effect for a period of twenty (20) years.
2. **Rent.** The Lessee agrees herein to provide without charge, first aid and emergency medical services and ambulance transport services for Lessor's employees and employees of U. S. Government while on Government property at Area 'A', Holston Army Ammunition Plant. Lessee agrees to pay for the use of the designated unimproved sit annual rent in the amount of One Dollar (\$1.00).
3. **Location.** The leased premises is located within Area "A", Holston Army Ammunition Plant and more particularly described as that area designated "vacant lot" on Exhibit "1" attached hereto.
4. **Use of Property.** Lessee is authorized to use said property to provide first aid, emergency medical services and ambulance services to the citizens of Sullivan County and to Lessor's employees and the employees of the United States Government while said employees are on government property at Area "A", Holston Army Ammunition Plant. Lessee is authorized to located thereon for such use the necessary supporting personnel, vehicles and equipment, including communications equipment. The Lessee is authorized to build on this site at its expense an appropriate structure in which to maintain its equipment and personnel during the term of this agreement. The design of such structure shall be reviewed and approved by Lessor and the Government prior to commencement of any construction activities. At the termination of this agreement, for whatever reason, the structure and any other improvements made by Lessee shall become property of the Government. Upon the expiration of this agreement, the Lessee may renegotiate with U.S. Government or new contractor for an extension of this agreement.

5. **Maintenance and Repairs.** Lessee will provide routine maintenance to the improved property as becomes necessary from normal use of the property. The Lessee shall be responsible for keeping the facility and the surrounding area in a clean condition and free from litter at all times.
6. **Utilities.** The Lessee will provide all utilities including water, electricity and steam, including any 'tap fees' that may apply, at no cost to the Lessor. The Lessee must provide and pay for telephone service.
7. **Identification and Access Control.** Lessee personnel may enter and leave Area "A" for the purpose of providing service referred to herein. Only those vehicles and equipment marked and identified as being owned and operated by the Lessee and personal vehicles owned by Lessee's personnel will be admitted to the plant. Said vehicles must be registered and display the proper identifying decal before such admittance will be granted.
8. **Safety and Accident Prevention.** Because of the hazardous nature of plant operations at Holston Army Ammunition Plant, the Lessee must comply with the Lessor's safety regulations.

The Lessee shall take all reasonable precautions to protect health and to minimize danger from all hazards to life and property. The Lessee shall comply with all applicable provisions of laws and regulations for the reporting or prevention of accidents or injury to all persons on plant property.

The Lessee shall be responsible for compliance by all of the Lessee's personnel with such safety rules as the Lessor's Accident Prevention representative may hereafter prescribe from time to time.

9. **Insurance.** The Lessee shall maintain such insurance as will protect it from claims under Worker's Compensation Acts and from any claims for bodily injuries, including death, either to its personnel or others, and from all claims on account of property damage, which may arise in connection with the said service. Such insurance shall be obtained from an insurer satisfactory to the Lessor and shall be in at least the following amounts:
- A. Worker's Compensation
Limits - Statutory
 - B. Comprehensive General Liability:
Bodily Injury - Limits
\$100,000/\$300,000

Property Damage - Limits
\$25,000 each accident
\$100,000 aggregate

C. Comprehensive Automobile (including trucks) Liability:
Bodily Injury - Limits
\$50,000/\$300,000

Property Damage - Limits
\$50,000

The Lessee must show to the Lessor evidence of the above coverage.

10. Personal Injury and Property Damage. The Lessee shall establish and use all reasonable means to prevent injury to persons or property in connection with service under this agreement. The Lessee shall to the extent permitted by Tennessee State Law indemnify, defend and save harmless the Lessor, the U. S. Government, including their agents and/or employees, from all loss, costs, damages, expense and liability for property damage and for personal injuries to, or death of, any and all persons causally related to Lessee's performance under this agreement; excepting, however, such claims or damages as may be due to or caused by the acts of the Lessor or the U.S. Government, their employees, servants and/or agents.

The Lessor shall to the extent permitted by law indemnify, defend and save harmless the Lessee, its elected officials, agents and/or employees, from all loss, costs, damages, expense and liability for property damage and for personal injuries to, or death of, any and all persons caused by Lessor; excepting, however, such claims or damages as may be due to or caused by the acts of the Lessee, its elected officials, agents and/or employees.

11. Lessee's Status and Responsibilities. Lessee will be acting as an independent contractor and not as an agent or servant of the Lessor or the U. S. Government. Neither Lessor nor the U. S. Government shall have any responsibility for Lessee's activities or conduct during the term of this agreement.

12. Post Award Conference. A conference to include representatives of the Lessee and the Lessor will be held prior to occupancy. In the conference, the Lessor will provide further instructions with regard to safety and other matters governing performance under this agreement.

13. **Sale of Property.** If at any time during the Lease Term, Lessor decides to sell, assign or transfer all or part of Lessor's interest in the property, of which the Leased Premises is a part, to one other than Lessee, then such sale shall be under and subject to this Lease and Lessee's rights hereunder.

14. **Quiet Enjoyment.** Lessor covenants that Lessee, on performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises.

ACCEPTED FOR LESSOR

ROYAL ORDNANCE NORTH AMERICA

BY _____
Title: Operations Manager
Date: _____

ACCEPTED FOR LESSEE

SULLIVAN COUNTY, TENNESSEE

BY _____
Title: County Executive
Date: _____

ATTEST:

COUNTY CLERK

BY _____
Title: _____
Date: _____

ACKNOWLEDGED FOR UNITED STATES
GOVERNMENT

BY _____
Title: Contracting Officer's Representative
Date: _____

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

RESOLUTION AUTHORIZING Establishment of Constable Districts in Sullivan County

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION _____ AUTHORIZES COUNTIES TO _____

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

WHEREAS, state law previously provided that constables were to be elected in Sullivan County by Civil Districts; and

WHEREAS, due to Sullivan County having redefined its voting precincts according to census blocks, election of constables by civil districts in Sullivan County was no longer proper; and

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 21 on December 21, 1998 requesting that the state legislature amend the provisions of Tennessee Code Annotated §8-10-101 relative to the election of constables in Sullivan County such that constables would be elected from constable districts established by the county legislative body; and

WHEREAS, Public Chapter 296 of the Public Acts of 1999, a copy of which is attached hereto, provides in Section 1 thereof as follows:

Constables in counties having populations of not less than one hundred forty thousand (140,000) nor more than one hundred forty five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census, shall be elected from constable districts established by the County Legislative Body.

NOW, THEREFORE, the Sullivan County Board of Commissioners hereby establish that constables in Sullivan County shall be elected from the constable districts as set forth on the table attached hereto.

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 19 day of JULY 1999.

Attested: Jeanie F. Sammons Date: 7-19-99
County Clerk County Executive

INTRODUCED BY COMMISSIONER E. Kilgore ESTIMATED COST: _____

SECONDED BY COMMISSIONER M. Vance; B. King FUND: _____

RESOLUTION NO. 20
PAGE TWO

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	21			3	
Voice Vote					

COMMENTS: APPROVED 07/19/99 ROLL CALL VOTE

CHAPTER NO. 296

HOUSE BILL NO. 811

By Representatives Godsey, Westmoreland, Mumpower, Givens, David Davis

Substituted for: Senate Bill No. 1529

By Senator Ramsey

AN ACT to amend Tennessee Code Annotated, Section 8-10-101, relative to constables.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 8-10-101, is amended by adding the following as a new appropriately designated subsection:


() Constables in counties having populations of not less than one hundred forty thousand (140,000) nor more than one hundred forty-five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census, shall be elected from constable districts established by the County Legislative Body.

SECTION 2. Tennessee Code Annotated, Section 8-10-101(c), is amended by designating the existing language as subdivision (c)(1) and by adding the following as a new subdivision (c)(2):

(2) The provisions of this subsection shall not apply in any county having a population of no less than one hundred forty thousand (140,000) nor more than one hundred forty-five thousand (145,000) according to the 1990 Federal Census or any subsequent Federal Census.

SECTION 3. This act shall take effect July 1, 1999, the public welfare requiring it.

PASSED: May 19, 1999


JIMMY NAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES


JOHN S. WILDER
SPEAKER OF THE SENATE

APPROVED this 26th day of May 1999


DON PERDUE, GOVERNOR

ATTACHMENT TO RESOLUTION NO. 37

CONSTABLE DISTRICTS - SULLIVAN COUNTY

DISTRICT (Number of Constables)	PRECINCTS	PRECINCT POPULATION	POLLING PLACE
I (1)	19-H 22 1 2-VP	792 1149 1877 1936	E. Cherokee School Holston Valley Middle School South Holston Ruritan Bldg. Valley Pike School
II (3)	2-HV 17-E 17-S 4-A	3945 4171 4034 3328	Holston View School Fairmount School Haynesfield School Avoca School
III (1)	17-W	2812	Anderson School
IV (3)	5-N 5-S 4-O 21 8	4777 5928 3421 3059 1706	Blountville Justice Center Blountville Middle School Avoca Firehall Weaver School Buffalo Ruritan Building
V (2)	16-BC 16-CG 9 20 3	3761 1555 3006 1230 1849	Bluff City Middle School Chinquapin Ruritan Building Piney Flats Firehall Rocky Springs Community Bldg. Hickory Tree Firehall
VI (3)	6 10-BD 10-OB 7 7-C	3740 5470 2552 6194 Included in 7	Central Heights School Ketron Middle School Orebank Missisionary Baptist Church Indian Springs School Kingsport Firehall No. 3

ATTACHMENT TO RESOLUTION NO. 20

DISTRICT (Number of Constables)	PRECINCTS	PRECINCT POPULATION	POLLING PLACE
VII	(1) 18 14-MP	2374 3888	Holston Middle School Miller Perry School
	(1) 14-CH	6178	Colonial Heights Middle School
VIII (2)	15 13-C 13-P 11-AJ	3755 2670 3765 1908	Sullivan West Middle School County Road Building South High School Andrew Johnson School
IX (2)	12-OK 12-BR 12-WV 12-LG 12-CB	3076 2198 1911 2429 2319	Firehall No. 4 North Kingsport Firehall Theodore Roosevelt School Lynn View Middle School Ridgefields
X (2)	11-G 11-CG 11-J 11-D	2097 3869 3653 2642	Gravelly School Cedar Grove School Grace Evangelical Free Church Dickson Center
XI (3)	11-R 11-S 11-E 11-C 11-W	4668 4125 2250 3090 3266	Kingsport Community Church Civic Auditorium Renaissance Center Kingsport City Schools Annex Kingsport Public Library

RESOLUTION NO. 24

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

RESOLUTION AUTHORIZING Lease Agreement with Crown Communications, Inc.

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 19th day of July, 1999;

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 8 on May 17, 1999 authorizing the lease-purchase of an 800 MHz Radio System for Sullivan County; and

WHEREAS, Crown Communications, Inc. has approached county officials in an attempt to lease certain property from Sullivan County upon which to place a cellular phone tower; and

WHEREAS, although Crown Communications is in no way associated with the proposed 800 MHz radio system, they have offered to Sullivan County the right to place its antennas for the 800 MHz radio system on its tower in exchange for Sullivan County leasing to it certain property; and

WHEREAS, by entering into the proposed lease agreement with Crown Communications, Sullivan County would save the expense of constructing its own tower at a cost savings of in excess of \$200,000.00;

NOW, THEREFORE, BE IT RESOLVED that Sullivan County enter into the attached Lease Agreement with Crown Communications, Inc. and the County Executive is hereby authorized to execute the attached Lease Agreement, Memorandum of Lease Agreement, Temporary Construction Easement and such other documents as may be associated therewith.

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to approve any necessary changes to the documents negotiated hereafter in consultation with the County Attorney.

(WAIVER OF RULES REQUESTED)

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 19 day of JULY 1999.

Attested: Jeannie J. Gammon Date: 7-19-99
County Clerk County Executive

INTRODUCED BY COMMISSIONER G. Mayes ESTIMATED COST: _____

SECONDED BY COMMISSIONER M. Vance FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20	1	1	2	
Voice Vote					

COMMENTS: APPROVED 07/19/99 WAIVER OF RULES ROLL CALL VOTE

ECHO #041 TN-81/Blountville/Sullivan County

LEASE AGREEMENT
STATE OF TENNESSEE

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 1999, by and between SULLIVAN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, having its principal place of business at 3411 Highway 126, Blountville, Tennessee 37617 (Federal Tax Identification Number _____)("Lessor") and Crown Communications Inc., a Delaware Corporation, doing business in Tennessee as CROWN COMMUNICATIONS, with its national headquarters located at Crown Square at Southpointe, 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317 ("Lessee").

1. **Description of Leased Property.** For good and valuable consideration, Lessor leases to Lessee a portion of Lessor's property, that portion being described as a 100 feet by 100 feet parcel located in Blountville, Tennessee (the "Leased Premises") (Lessor's property being shown on the Tax Map of the County of Sullivan as Tax Map 51, Parcel 47, and being further described in Book 6C, Page 955 as recorded in the County's Register of Deed's Office [a copy of this Deed is attached hereto as Exhibit "A"]). The Leased Premises also includes a right exclusive of all others, but shared with Lessor, its agents and employees, for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty feet wide right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes. The Leased Premises and the right-of-way are more particularly described on the survey attached hereto as Exhibit "B".

Attachment to Resolution No. 24

2. Lease Term. This Lease shall be for an initial term of twenty-five years, beginning on the date of Lessee's commencement of construction of the proposed wireless communications facility (the "Initial Term"). This Lease shall automatically be extended for three subsequent twenty-five year terms (the "Renewal Terms") unless Lessee terminates it pursuant to the provisions set forth herein. The Initial Term and any Renewal Terms shall be collectively referred to as the "Lease Term".

3. Rent. Lessee shall pay no monetary rent to Lessor for this Lease. In consideration of and in exchange for the Lease, for no monthly rental fee paid by Lessor, Lessor and Lessee have entered into a license agreement attached hereto as Exhibit "C", and pursuant to such license agreement Lessor shall be allowed to co-locate, replace, service and maintain communications antennas, microwave dishes and necessary attachments, wires, and utility services incidental thereto used in the provision of Sullivan County's emergency services on Lessee's tower to be constructed on the Leased Premises and to construct and maintain on the Leased Premises a 12' x 40' x 10' building for use incidental thereto. Lessee agrees to construct the tower according to the specifications attached hereto as Exhibit "D" with said tower construction to be completed on or before January 1, 2000. Lessee shall be solely responsible for all costs and expenses of installing, operating and maintaining Lessee's tower. Lessor shall be responsible for all costs and expenses of installing, operating and maintaining Lessor's antennas on Lessee's tower and Lessor's building on the Leased Premises.

4. Lessee's Right to Terminate. Lessee shall have the unilateral right to terminate this Lease, at any time, by providing Lessor with six months prior written

notice. Said termination shall be effective upon Lessee providing notice of termination to Lessor.

5. **Effect of Termination by Lessee.** Upon termination of this Lease by Lessee, this Lease shall become null and void and all of the parties shall have no further obligations; provided, however, that should Lessee terminate this Lease Agreement for any reason prior to the expiration of the Lease Term, including Renewal Terms, Lessee's tower and all buildings, fixtures, attachments and accessories appertaining thereto which are necessary for use by Lessor and existing at the time of termination, shall, at no cost to Lessor, immediately become the sole property of Lessor to be maintained at Lessor's sole cost and expense and Lessee agrees to execute the necessary documents to evidence ownership in Lessor. Upon such transfer of ownership, Lessee shall have no further obligations or responsibilities with regard to such tower, buildings, fixtures, attachments and easements.

6. **Use of Property.** The Leased Premises and all easements, rights and privileges herein granted shall be used only for the purpose of constructing, maintaining and operating a wireless communications facility and uses incidental thereto. Lessee shall place a security fence, consisting of chain-link or comparable construction, around the perimeter of the Leased Premises. It is understood and agreed that all improvements shall be undertaken at Lessee's sole expense. Lessee will maintain the Leased Premises in a reasonable and safe condition.

7. **Lessee's Ability to Use Property.** Lessor and Lessee agree that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining, after the complete execution of this Lease, all of the certificates, permits, licenses and other approvals

deemed necessary by Lessee, within Lessee's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section 6 above (the "Approvals"). Lessor agrees to execute documents reasonably necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by Lessee. In the event that a subdivision of Lessor's property is required, Lessor agrees to proceed with due diligence in seeking subdivision approval at Lessee's expense. Lessor also agrees to convert this Lease into a temporary easement if it is necessary to accordingly convert this Lease in order to obtain the Approvals. In the event that: (1) Lessee does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to Lessee, within Lessee's absolute discretion; (3) any Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that Lessee, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then Lessee shall have the right to terminate this Lease subject to the provisions of Section Five (5) hereinabove. Upon such termination, this Lease shall become null and void and there shall be no further obligation between the parties.

8. **Liens.** Lessee shall keep the tower, Leased Premises, and the property on which the Leased Premises are situated free from any liens and/or encumbrances arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee.

9. **Removal of Obstructions.** Lessee has the right to remove from the Leased Premises, including the right of ingress and egress, obstructions, including but not

limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises. Lessee shall be responsible for disposing of any materials related to the removal of obstruction.

10. **Hazardous Substances and Hazardous Wastes**. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by Lessee or persons acting under Lessee. Lessee shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

Lessor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, to the extent permitted by state law, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Lessor's property if caused by Lessor or persons acting under

Lessor. Lessor shall execute such affidavits, representations and the like from time to time as Lessee may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Lessor's property.

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and/or in the Tennessee Hazardous Waste Management Act of 1983, Tennessee Code Annotated §§ 68-212-201 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto, and/or in the Tennessee Hazardous Waste Management Act of 1977, Tennessee Code Annotated §§ 68-212-101 *et seq.*, and any regulations promulgated thereto.

11. **Insurance.** At all times during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

12. **Eminent Domain.** If any part of the Leased Premises is taken by eminent domain prior to construction, Lessor will notify Lessee of the taking within five days and Lessee will have the option to: (a) declare this Lease null and void with thereafter being no further liability or obligation by either of the parties hereunder; or (b) remain in possession of that portion of the Leased Premises not taken. With either option, Lessee has the ability to contest the taking and directly proceed to obtain an award, or a portion of the award, allocated to Lessee's interest in the Leased Premises.

13. **Sale of Property.** If at any time during the Lease Term Lessor decides to sell all or part of Lessor's property, of which the Leased Premises is a part, to a purchaser other than Lessee, then such sale shall be under and subject to this Lease and Lessee's rights hereunder. Any sale by Lessor of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to said right-of-way.

14. **Surrender of Property.** Upon expiration of the Lease Term, including Renewal Terms, of this Lease, Lessee shall, within a reasonable time, remove its building(s), tower and all above ground fixtures and restore the Leased Premises to its original condition, reasonable wear and tear excepted.

15. **Recording.** Lessor acknowledges that Lessee intends to record a Memorandum of this Lease with the appropriate recording officer upon execution of this Lease. Lessor shall execute such a Memorandum promptly upon Lessee's request.

16. **Hold Harmless.** Lessor, to the extent permitted by state law, shall indemnify and hold Lessee harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises (or the parcel of which the Leased Premises is a part) by the Lessor, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the Lessee, its servants or agents.

Lessee shall indemnify, defend and hold Lessor, its employees, agents and elected officials harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises (or the parcel of which the Leased Premises is a part) by the Lessee, its servants, agents, tenants, or

persons acting under Lessee, excepting, however, such claims or damages as may be due to or caused by the acts of the Lessor, its servants or agents. Lessee agrees to maintain at all times insurance sufficient to cover said liabilities and losses.

17. **Lessor's Covenant of Title.** Lessor covenants that Lessor is seized of good and sufficient title and interest to the property of which the Leased Premises is a part and has full authority to enter into and execute this Lease. Lessor further covenants that (1) there are no aspects of title that might interfere with or be adverse to Lessee's interests in and intended use of the Leased Premises and (2) title shall be such that Lessee will have the ability to obtain title insurance at regular rates.

18. **Interference with Business.** Without the prior written consent of Lessee, Lessor covenants to restrict on the parcel of which the Leased Premises is now a part, the construction, installation or operation by third parties of any additional wireless communications facilities which emit radio frequencies. Lessee agrees that the use of its wireless communication facilities and/or the use of same by Lessee's assigns and/or sublessees will be compatible with and not interfere with Lessor's communication antennas and microwave dishes located thereon.

19. **Quiet Enjoyment.** Lessor covenants that Lessee, on performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises. Lessor shall take no action that would adversely affect the status of the Leased Premises with respect to the proposed use by Lessee.

20. **Mortgages.** At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which may now or hereafter affect Lessor's property including the Leased Premises, provided that any such mortgage shall recognize the validity of this

Lease in the event of foreclosure of Lessor's interest and also recognize Lessee's right to remain in possession and have access to the Leased Premises. In the event that the Leased Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage in recordable form. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

21. **Default.** In the event that there is a default by Lessee with respect to any of the provisions of this Lease or Lessee's obligations under the Lease, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have fifteen days in which to cure any default. However, provided Lessee shall have such extended periods as may be required beyond the fifteen days if the nature of the cure is such that it reasonably requires more than fifteen days and Lessee commences the cure within the fifteen day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the same within the time periods provided in this Section.

22. **Entire Agreement.** Lessor and Lessee agree that this Lease contains all of the agreements, promises and understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Tennessee. In the event that a dispute arises under this Lease, the parties agree that the venue for any litigation shall be Sullivan County, Tennessee at Blountville.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Sullivan County, Tennessee
c/o Gil Hodges, County Executive
Post Office Box 509
Blountville, Tennessee 37617.

Crown Communication Inc.
Crown Square at Southpointe
375 Southpointe Blvd.
Canonsburg, PA 15317
Attn: Legal Department

26. **Assignment and Sublease.** Lessee has the right, within its sole discretion, to assign and sublease this Lease for wireless communication purposes only; however, no such assignment or sublease shall relieve Lessee of any obligations and/or covenants contained herein. Lessee agrees to require all assignees and/or sublessees to expressly assume, in writing, the performance of all covenants and obligations contained in this Lease Agreement and to provide Lessor with a copy of such assumption. Lessee shall give Lessor timely notice of any and all such assignments and/or subleases. Assignment of this Lease shall be effective upon Lessee sending written notice to Lessor at Lessor's mailing address stated above. Any assignment or sublease of this Lease shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

27. **Partial Invalidity.** If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

28. **Successors and Assigns.** Except as otherwise provided herein, this Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

29. **Real Estate Taxes.** Lessee agrees to pay for any documented increase in real estate taxes levied against the Leased Premises that are directly attributable to the improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease Agreement as of the day and year first written above.

**LESSOR: SULLIVAN COUNTY, TN,
a political subdivision of the
State of Tennessee**

**By: _____
GIL HODGES, County Executive**

Attest:

County Clerk

**LESSEE: CROWN COMMUNICATIONS
INC., a Delaware Corporation
doing business in Tennessee as
Crown Communications**

**By: _____
JOHN P. KELLY, President and
Chief Operating Officer**

EXHIBIT "A"

LESSOR'S DEED:

BOOK 5 PAGE 300

IN THE LAW COURT, PART I, AT BLOOMVILLE, TENNESSEE

SULLIVAN COUNTY, TENNESSEE,
a political subdivision of
the State of Tennessee,

PLAINTIFF.

vs.

RAYMOND M. MASSENGILL, SR.,
BARBARA A. MASSENGILL, MARGARET
MASSENGILL DEVAULT, MYERS N.
MASSENGILL, PEGGY WOLF HARLAN,
and BARBARA A. MASSENGILL, residents
of Sullivan County, Tennessee,
RAYMOND M. MASSENGILL, JR., a
resident of Durham, North
Carolina, and MARY MASSENGILL
JORDAN, a resident of Atlanta,
Georgia,

Civil Action No. 46

DEFENDANTS

AGREED JUDGMENT

This cause came on to be heard on this the 31st day of August, 1973, before the Honorable Roger S. Thayer, Judge, upon the petition of the petitioner seeking to condemn for public purposes certain property belonging to the defendants, the answer of the defendants, the appearance of counsel for the plaintiff and defendants, and it was announced to the Court that all matters in controversy had been amicably resolved, and it had been agreed that the plaintiff was entitled to possession of the property hereinafter described, and that the defendants had agreed to accept the sum of \$74,800.00 for the property taken, and that said agreement had been ratified and approved by the Executive Committee of the Sullivan County Court.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THIS COURT that the defendants have and recover from Sullivan County, Tennessee,

the sum of \$74,500.00 which represents the said cash market value of the property taken by the plaintiff, and that when said sum has been paid, such right, title, interest and estate which said defendants had in the hereinafter described property is hereby divested out of said defendants and vested in Sullivan County, Tennessee, and that upon application and payment of the statutory fees, the petitioner, Sullivan County, Tennessee, shall have a certified copy of this judgment the same to be considered as fulfillment of the conveying to Sullivan County, Tennessee, the property situate in the 5th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

beginning at an iron pin located on the north side of Sullivan County road, corner to property of Sullivan County, formerly the Holt property, which iron pin is located on a curve to the right of said county road with a radius of 181 feet, an arc distance of 738.88 feet from a concrete monument in the intersection of a Sallow Road and said county road; thence along said Sullivan County property line, N. 14° 38' W., a distance of 660.08 feet to an iron pin; thence N. 69° 40' E., a distance of 802.32 feet to an iron pin, corner to Gott property; thence along the Gott property line, S. 32° 07' E., 653.42 feet to an iron pin, corner to Gott property and property now or formerly owned by Blackburn; thence S. 68° 27' W., 492.26 feet to an iron pin, corner to property now or formerly owned by Blackburn; thence along the Blackburn property line, S. 30° 05' E., 230.10 feet to an iron pin in the northernly side of Massengill Avenue; thence along said Massengill Avenue, S. 63° 11' W., 103.58 feet to an iron pin; thence N. 21° 12' W., 45.21 feet to an iron pin; thence S. 74° 15' W., 334.23 feet to an iron pin located on the northernly side of said county road; thence along said county road with a curve to the left having a radius of 1181 feet, a length of 158.64 feet to an iron pin, the point of BEGINNING, and containing 14.95 acres, more or less.

The costs of this cause, including \$500.00

petitioner's attorney, after the same is approved by the appropriate and proper county officials, are taxed to the plaintiff.

ENTER this 31 day of August, 1973.

St. John 3
J. J. ...
11

APPROVED FOR ENTRY:

LUTHER H. ICENHOUR, JR.

s/ Luther H. Icenhour, Jr.
Attorney for Sullivan County, Tennessee

HAL A. MASSENGILL

s/ Hal A. Massengill
Attorney for Defendant

MYERS M. MASSENGILL

s/ Myers M. Massengill
Attorney for Defendant

CHARLTON DEVAULT

s/ Charles R. Devault
Attorney for Defendant

I hereby certify that this is a true and correct copy of the original as presented to this office on this day of Sept 1973 at 3:30 PM. My commission expires Sept 30 1973.
Sullivan County, Tennessee
Clerk

Sullivan County, Tenn. Register of Deeds to record on the 7th day of September 1973 at 3:30 PM. Book 6 page 957

John W. ...
Register of Deeds

This Instrument Prepared By:
 Daniel P. Street
 Sullivan County Attorney
 Post Office Box 509
 Blountville, Tennessee 37617

Echo#041TN-81/Blountville/
 Sullivan County

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Easement Agreement") made and entered into by and between Sullivan County, Tennessee, a political subdivision of the State of Tennessee ("Owner") and Crown Communications, Inc. ("Crown").

W I T N E S S E T H :

WHEREAS, Owner has leased to Crown certain real property described as a 100 feet by 100 feet parcel located in Blountville, Tennessee (the "Leased Premises") [Owner's property being shown on the Tax Map of the County of Sullivan as Tax Map 51, Parcel 47, and being further described in Book 6C at Page 955 as recorded in the Sullivan County Register of Deed's Office (a copy of this Deed is attached hereby as Exhibit "A")]. (the "Leased Premises") The Leased Premises and an adjoining right-of-way are more particularly described on survey attached hereto as Exhibit "B";

WHEREAS, as part of the construction to occur on the Leased Premises, Crown has requested from Owner the right to temporarily go on, over, upon and across an area owned by the Owner which surrounds the Leased Premises as described on Exhibit "C" attached hereto (the "Easement Area") to allow Crown to construct its communications facilities on the Leased Premises (the "Easement");

WHEREAS, Owner has agreed to grant the Easement and convey to Crown the right to go on, over, upon and across the Easement Area hereinafter described, but only upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

Attachment to Resolution No. 24

1. Owner hereby grants and conveys to Crown the Easement which shall be a temporary construction easement over and across the Easement Area. The Easement shall be for the period of construction and site improvement undertaken by Crown on the Leased Premises.

2. Crown agrees that Crown will comply with and the rights granted under this Easement Agreement will be subject to all laws, ordinances, rules and regulations of any state, federal, county or metropolitan governmental entity having jurisdiction over the Easement Area and adjoining property, and hereby agrees to indemnify and hold Owner harmless from any and all liability and loss whatsoever for failure of Crown to so comply with such laws, ordinances, rules and regulations.

3. Crown agrees to indemnify, defend and hold Owner, its employees, agents and elected officials, harmless against any claim of liability or loss from damage to property or personal injury arising out of or related to the delivery, installation, maintenance or testing of the communications facility by Crown, its servants, agents, tenants, or persons acting under Crown.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Easement this _____ day of _____, 1999.

OWNER: SULLIVAN COUNTY,
TENNESSEE, a political
subdivision of the State
of Tennessee

BY: _____
GIL HODGES, County Executive

Attest:

County Clerk

LESSEE: CROWN COMMUNICATIONS,
INC., a Delaware
corporation doing
business in Tennessee as
CROWN COMMUNICATIONS

BY: _____
JOHN P. KELLY, President and
Chief Operating Officer

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ -0-, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 1999.

Notary Public

My commission expires:

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, 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 the 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, at office, this ____ day of _____, 1999.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF WASHINGTON:

Before me, the undersigned authority, a Notary Public of the State and County aforesaid, personally appeared John P. Kelly, 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 the President and Chief Operating Officer of Crown Communications, Inc., a Delaware Corporation, one of the within named bargainors, and that he as such President and Chief Operating Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as President and Chief Operating Officer.

WITNESS my hand and official seal this ____ day of _____, 1999.

Notary Public

My Commission Expires:

EXHIBIT "C"

EASEMENT AREA DESCRIPTION

An area one hundred fifty (150) feet by one hundred fifty (150) feet encompassing and surrounding the Leased Premises.

ECHO#041TN-81/Blountville/Sullivan County

MEMORANDUM OF LEASE AGREEMENT
STATE OF TENNESSEE

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") is made this _____ day of _____, 1999, by and between SULLIVAN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, having its principal place of business at 3411 Highway 126, Blountville, Tennessee 37617 ("Lessor") and Crown Communications, Inc., a Delaware corporation, doing business in Tennessee as CROWN COMMUNICATIONS, with its national headquarters located at Crown Square at Southpointe, 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317 ("Lessee").

1. Lessor and Lessee entered into a Lease Agreement on _____, 1999, for an Initial Term of twenty-five years with options for Renewal Terms unless terminated in accordance with the provisions of the Lease Agreement.
2. In consideration of the premises set forth in the Lease Agreement, Lessor leases to Lessee a 100 feet by 100 feet parcel located in Blountville, Sullivan County, Tennessee, including an exclusive grant of easement for ingress and egress and utility use, and as further described in Exhibit "A" and Exhibit "B" to this Memorandum. Such Leased Premises being part of Tax Map 51, Parcel 47, as recorded in Book 6C, Page 955 in the Register of Deed's Office for Sullivan County at Blountville, Tennessee.
3. Lessor covenants to restrict, on the parcel of which the Leased Premises is now a part, the construction, installation or operation by third parties of any additional wireless communications facilities that emit radio frequencies.
4. The Initial Term commences upon commencement of construction of the facility, and a copy of the Lease Agreement is on file with Lessor and Lessee.

Attachment to Resolution No 24

- 5. The terms, covenants and provisions of the Lease Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.
- 6. Lessee certifies that its correct address is Crown Square at Southpointe, 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

OWNER: SULLIVAN COUNTY,
 TENNESSEE, a political
 subdivision of the State
 of Tennessee

BY: _____
 GIL HODGES, County Executive

Attest:

 County Clerk

LESSEE: CROWN COMMUNICATIONS,
 INC., a Delaware
 corporation doing
 business in Tennessee as
 CROWN COMMUNICATIONS

BY: _____
 JOHN P. KELLY, President and
 Chief Operating Officer

My Commission Expires:

 Notary Public

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

RESOLUTION AUTHORIZING Revocation of License Granted to Southwest Med-Trans, Inc. by Sullivan County Pre-Hospital Care Regulatory Board at July, 1999 Meeting and Moratorium on Additional Expansion of Emergency Medical Services in Sullivan County

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION _____ AUTHORIZES COUNTIES TO _____

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

WHEREAS, Sullivan County previously gave control over emergency medical services in Sullivan County to the Sullivan County Pre-Hospital Care Regulatory Board; and

WHEREAS, the Sullivan County Pre-Hospital Care Regulatory Board has approved several services' authority to respond in Sullivan County; and

WHEREAS, recent decisions could impact government and private services along with quality of service for Sullivan County;

NOW, THEREFORE, BE IT RESOLVED that the license to provide ambulance services in Sullivan County granted to Southwest Med-Trans, Inc. by the Sullivan County Pre-Hospital Care Regulatory Board at its meeting in July, 1999 is hereby revoked and a moratorium is hereby placed on additional emergency medical services expansion (non-emergency and emergency) in Sullivan County upon passage of this resolution.

BE IT FURTHER RESOLVED that the Sullivan County Board of Commissioners study current services and implement pre-hospital standards, guidelines and franchise possibilities as well as study the current need for a Pre-Hospital Care Regulatory Board.

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 ___ day of ____, 19 99.

Attested: _____ Date: _____
County Clerk County Executive

INTRODUCED BY COMMISSIONER G. Mayes ESTIMATED COST: _____

SECONDED BY COMMISSIONER E. Williams FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

RESOLUTION NO. 27
Page Two

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call					
Voice Vote					

COMMENTS: WITHDRAWN 07/19/99

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

RESOLUTION AUTHORIZING Allocation of \$2,000.00 from Right-of-Way Fund to Purchase Property Relative to Bluff Road Bridge Project

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 19th day of July, 1999;

WHEREAS, the Sullivan County Board of Commissioners approved Resolution No. 47 on November 21, 1994 authorizing the allocation of \$7,500.00 from Account 68000.700 [Right-of-Way Fund] for the purchase of right-of-way necessary to replace the Bluff Road Bridge on Bluff Road in Sullivan County; and

WHEREAS, said project and the purchase of necessary right-of-way has been completed with the exception of a pending condemnation proceeding involving property owned by William C. Daffron and wife, Camille Y. Daffron; and

WHEREAS, William C. Daffron and wife, Camille Y. Daffron have agreed to settle the pending condemnation proceeding for the total sum of \$4,000.00;

WHEREAS, the previous allocation of funds is insufficient to complete the acquisition of the necessary right-of-way associated with the project; and

WHEREAS, the Executive Committee has considered and recommends payment in the total sum of \$4,000.00 for the acquisition of the Daffron property;

NOW, THEREFORE, BE IT RESOLVED that the Sullivan County Board of Commissioners hereby approves the settlement in the matter of Sullivan County v. William C. Daffron, et ux, in the total sum of \$4,000.00 and the additional sum of \$2,000.00 is hereby allocated from Account No. 68000.700-Program 723 for the purchase of said right-of-way, the sum of \$2,000.00 having previously been deposited with the Court at the time of filing said condemnation proceeding.

(WAIVER OF RULES REQUESTED)

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 19 day of JULY 1999.

Jeanie J. Hammen
Attested: _____
County Clerk

Date: 7-19-99 _____
County Executive

INTRODUCED BY COMMISSIONER J. Blalock ESTIMATED COST: _____
SECONDED BY COMMISSIONER W. McConnell FUND: _____

Committee Action	Approved	Disapproved	Deferred	Date
Administrative				
Budget				
Executive				

Commission Action	Aye	Nay	Pass	Absent	Total
Roll Call	20			4	
Voice Vote					

COMMENTS: APPROVED WAIVER OF RULES 07/19/99 ROLL CALL VOTE

0336

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR SESSION
ON AUGUST 16, 1999.

GIL HODGES

COMMISSION CHAIRMAN