

## COUNTY COMMISSION, REGULAR SESSION

MARCH 18, 1991

MONDAY MORNING, MARCH 18, 1991

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TOT ADJOURNMENT FOR A REGULAR SESSION OF COUNTY COMMISSION AND MEETING THIS MONDAY MORNING, MARCH 18, 1991. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE WILLIAM H. "JHON" MCKAMEY, COUNTY EXECUTIVE, GAY B. FEATHERS, COUNTY CLERK, AND KEITH CARR, SHERIFF OF SAID BOARD OF COMMISSIONERS AND OF SAID COUNTY, TO WIT:

The meeting was called to order by County Executive John McKamey.

Keith Carr, Sheriff, opened County Commission and the invocation given by Commissioner JOnes Fortune. Pledge to the Flag was led by John McKamey, County Executive.

Roll was called by County Clerk, Gay Feathers. Commissioners present and answering roll call as follows:

WAYNE ANDERSON	ROBERT L. AMMONS	EDLEY W. HICKS
A. B. ARRINGTON		MARVIN HYATT
JAMES R. (JIM) BLALOCK		TERRY D. JONES
FRED CHILDRESS		JAMES L. KING, JR.
HAROLD CHILDRESS		CARL L. KRELL
MARGARET DEVAULT		WAYNE MCCCONNELL
O. W. FERGUSON		PAUL A. MILHORN
R. JONE FORTUNE		HOWARD PATRICK
RITA GROSECLOSE		CRAIG M. ROCKETT, JR.
RALPH P. HARR		MICHAEL SURGENOR
		RANDY TRIVETT

ABSENT: CAROL BELCHER AND MICHAEL RUTHERFORD

Motion was made by Commissioner Ralph Harr and seconded by Commissioner Harold Childress that minutes of the Regular Session of County Commission, February 18, 1991, be approved and treated same as read. Minutes were approved by voice vote of the Commission.

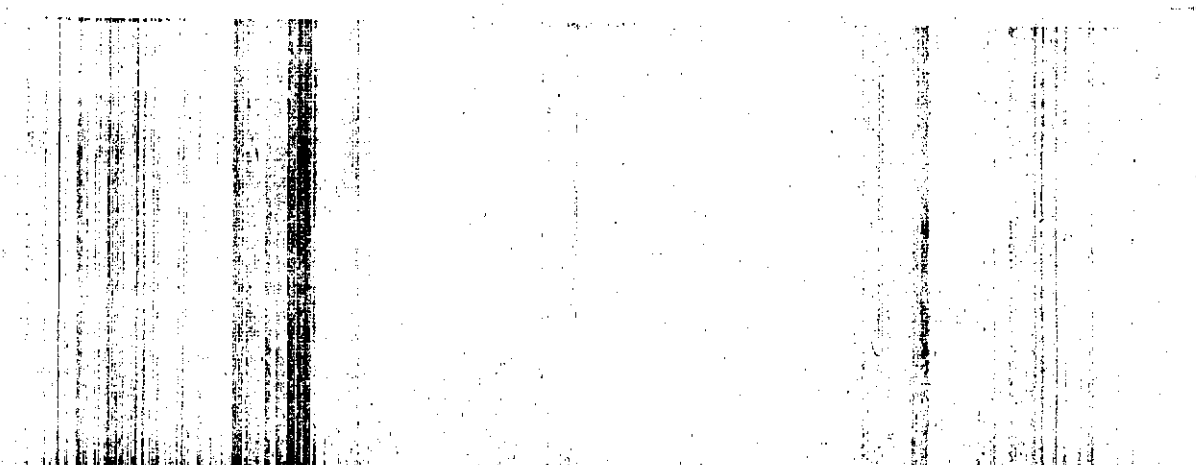
The following indicates the action taken by the Commission on rezoning requests, election of Notaries and resolutions.

REZONING OVERVIEW

SULLIVAN COUNTY COMMISSION MEETING

MARCH 18, 1991

APPLICATION NO.	FILE NO.	APPLICANT	NEIGHBOR OPPOSITION	STAFF RECOMMENDATION	PLANNING COMMISSION RECOMMENDATION
1	1/91	MORRELL	NO	YES	APPROVE
3	3/91	SHIPP ESTATE	NO	YES	APPROVE
4	4/91	MAPLEVIEW FARMS	NO	YES	APPROVE
2	2/91	MILLION	NO	NO	APPROVE
5	5/90	WOOD	YES	NO	DENY
6	6/90	ZIMMERMAN	YES	NO	DENY
7	7/90	GLASS	YES	NO	DENY



## SULLIVAN COUNTY BOARD OF COUNTY COMMISSIONERS

March 18, 1991

Motion by: Consider the following:

Comm. Ammons: (1) File # 1/91-1 A request by Michael L. Morrell to rezone the property described below  
 Seconded by: from R-1 to R-2:  
 Comm. Anderson

To approve request PASSED 3/18/91 Roll Call  
 Being a tract of land lying in the 4th Civil District on the west side of Jack Millhorn Road at its intersection with U. S. Highway 11-E and further described as parcel 33 map 82 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 1/91-1, Michael L. Morrell Request.

Michael L. Morrell presented a request to rezone a tract of land located in the 4th Civil District on the west side of Jack Millhorn Road at its intersection with U. S. Highway 11-E from R-1 to R-2 to permit the location of a mobile home.

Staff noted the proposed rezoning and use would be compatible with existing land use and recommended approval.

Hearing no opposition, and on a motion by Eldreth, seconded by Trivett, the commission voted unanimously to approve the request as recommended by staff.

Motion by: (2) File # 1/91-2 A request by Ronnie and Sue Million to rezone the property described below from R-1 to R-2:

Comm. Ammons  
 Seconded by: To approve request PASSED 3/18/91 Roll Call  
 Comm. Anderson Being a tract of land lying in the 10th Civil District on the west side of Fleming Road 1000 feet north of its intersection with Lucy Road and further described as parcel 5 map 14 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 1/91-2, Ronnie and Sue Million Request.

Ronnie and Sue Million presented a request to rezone a tract of land located in the 10th Civil District on the west side of Fleming Road 1000 feet north of its intersection with Lucy Road from R-1 to R-2 to permit the location of a mobile home.

Staff noted that the Fleming Road neighborhood was primarily single family residential in character, that there were no mobile homes in the immediate vicinity of the property, and that location of a mobile home would be incompatible with neighborhood development and recommended the request be denied. Sue Million spoke in support of her request contending there were mobile homes located close by and that she intended to locate only 1 mobile home on her 4.9 acre tract thereby lessening the impact of the mobile home location. The commission judged the proposed use to be compatible with neighborhood development.

Hearing no opposition and on a motion by Trivett, seconded by Walkey the commission voted to approve the request with Ms. Paty abstaining.

Motion by: (3) File # 1/91-3 A request by Robert Lee Shipp Estate to rezone the property described  
Comm. Ammons below from R-2A to M-1 :  
Seconded by: To approve request PASSED 3/18/91 ROLL CALL  
Comm. Anderson Being a tract of land lying in the 13th Civil District on the west side of Shipp Street 500 feet  
north of its intersection with Wilcox Drive and further described as parcel 25 group A map  
61-P of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 1/91-3, Robert Lee Shipp Estate Request.

A representative of the Robert Lee Shipp Estate presented a request to rezone a tract of land located in the 13th Civil District on the west side of Shipp Street 500 feet north of its intersection with Wilcox Drive from R-2A to M-1 to permit the location of future light manufacturing development.

Staff noted that an adjacent tract owned by applicant was presently zoned M-1 and other tracts are M-2 and the proposed rezoning would be compatible with business and industrial land uses in the Shipp Street area. Staff had received 1 phone inquiry (not in opposition) asking about possible surface water drainage problems on the site. Staff noted that drainage controls would be addressed when the site is developed and recommended the rezoning request be approved.

Hearing no opposition and after discussion of possible PMD zoning for the tract, the commission voted unanimously on a motion by Nichols, seconded by Trivett to approve the request as presented.

Motion by: (4) File # 1/91-4 A request by Mapleview Farms, Inc. to rezone the property described below  
Comm. Ammons from A-1 to PRBD :  
Seconded by: To approve request PASSED 3/18/91 ROLL CALL  
Comm. Anderson Being a tract of land lying in the 18th Civil District on Hamilton Road adjacent to the Tri-  
City Airport and further described as parcel 40 map 94 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 1/91-4, Mapleview Farms, Inc. Request.

A representative of Mapleview Farms Inc. presented a request to rezone a tract of land located in the 18th Civil District on Hamilton Road adjacent to the Tri-City Airport from A-1 to PRBD to permit the location of future residential and business development.

Staff noted that representatives of the City of Kingsport and Tri Cities Airport had inquired about development potential of the property but were not opposed to the request. Staff stated that the proposed rezoning was compatible with surrounding land uses and recommended approval with the understanding that when required site development plans for the property are presented for planning commission review that the plans be evaluated using criteria contained in the Off Airport Land Use Plan for the Tri City Airport prepared by the cities of Bristol and Kingsport and Sullivan County.

Hearing no opposition, and on a motion by Walkey, seconded by Trivette, the commission voted unanimously to accept staff recommendation.

Motion by: (5)  
Comm. DeVault  
Seconded by:  
Comm. Ammons

12/90-5  
File # ~~50-240~~ A request by Wayne Wood to rezone the property described below from R-3 to B-3: PASSED 3/18/91 ROLL CALL  
To approve Planning Commission's recommendation to deny request /  
Being a tract of land lying in the 5th Civil District on the north side of State Route 126 approximately 800 feet west of W. Central Street and further described as that part of parcel 51 map 36 of the Sullivan County Tax Maps fronting on State Route 126 on the west side of said parcel for a distance of 50 feet to a depth of 200 feet.

The Planning Commission took the following action:

- File No. 12/90-5, Wayne Wood Request

A request was made to rezone a tract of land located in the 5th Civil District on the north side of State Route 126 approximately 800 feet west of W. Central Street from R-3 to B-3 to permit the location of a used car lot.

Mr. Wood stated that he had installed a drainage tile and septic system on the site. Mrs. Ben Williams stated that the lot would be within 12-14 feet from her house and expressed concern for her property values. She presented a petition containing three signatures opposed to the request.

Staff noted that there were several businesses located in the area, however, most of these were neighborhood business in character. The property is located in a drainage way and because it is located below the level of the road there is some concern for traffic hazard. Staff further noted that the property is at present part of an existing mobile home park. Staff recommended that the request be denied.

Mr. Eldreth stated that he had a problem classifying property along major highways as residential.

On a motion by Paly, second by Walkey, the commission voted to deny the request with Eldreth and Greene passing.

Motion by: (6)  
Comm. Blalock  
Seconded by:  
Comm. Ammons

File # 11/90-1 A request by Ron and Sandra Zimmerman to rezone the property described below from A-1 to PMD: PASSED 3/18/91 ROLL CALL  
To approve Planning Commissions recommendation to deny request /  
Being a tract of land lying in the Seventh Civil District on the south side of Shipley Ferry Road east of its intersection with Tri-City Airport Road and further described as parcel 47 map 79 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

- File No. 11/90-1, Ron and Sandra Zimmerman Request.

Ron Zimmerman presented a request to rezone a tract of land located in the Seventh Civil District on the south side of Shipley Ferry Road east of its intersection with Tri-City Airport Road from A-1 to PMD to permit the location of light manufacturing development.

B. C. McFaturff, attorney representing Mr. Zimmerman stated that the character of the area was changing to business. He presented photographs of the area and letters in support of Mr. Zimmerman.

Area homeowners, David Thompson, Ron Kilgore and six others were present in opposition to the request. They presented photographs showing trash on Mr. Zimmerman's property and expressed concerns for their property values and increased traffic volume on Shipley Ferry Road.

Staff recommended that the request be denied based on the property being adjacent to residential areas and being located a significant distance from access to the Tri-City Airport Road.

On a motion by Eldreth, seconded by Walkey, commission voted unanimously to deny the request.

Motion by: (7) <sup>12/90-13</sup> File # ~~2-1-90~~ A request by Johnny K and Sharon Glass to rezone the property described below from A-1 to B-2:  
 Comm. Ammons To refer back to Planning Commission PASSED 3/18/91 2/3 Voice Vote  
 Seconded by: Being a tract of land lying in the 7th Civil District on the south side of Shipley Ferry Road  
 Comm. Blalock approximately 1600 feet east of its intersection with Tri-City Airport Road and further described as parcel 43 map 79 of the Sullivan County Tax Maps.

The Planning Commission took the following action:

File No. 12/90-13, Johnny K and Sharon Glass Request

A request was made to rezone a tract of land located in the 7th Civil District on the south side of Shipley Ferry Road approximately 1600 feet east of its intersection with Tri-City Airport Road from A-1 to B-2 to permit the location of future business development.

Ms. Glass stated that she was being forced to sell the property because of a divorce action and had been advised that she would receive a better price if the property were zoned commercial.

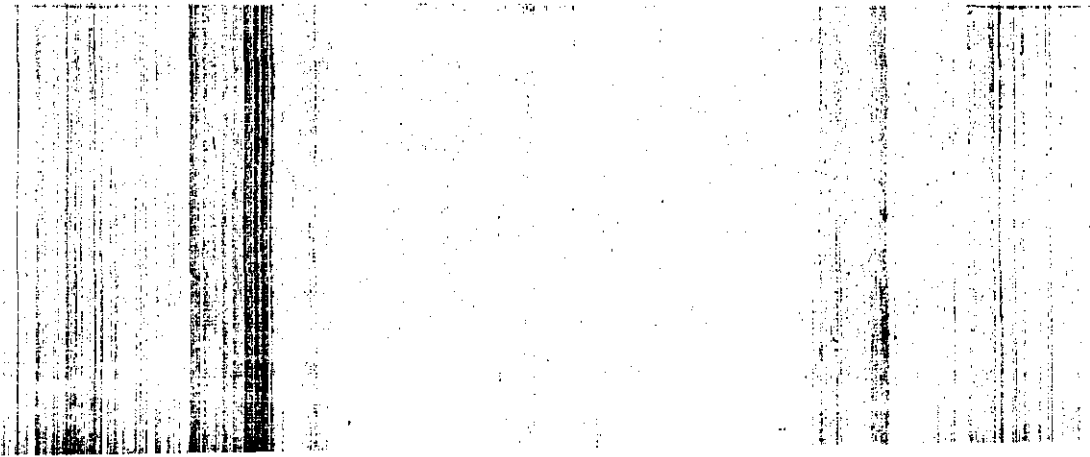
A letter from Shelbourne Ferguson in opposition to the request was presented. Ken Singleton appeared in opposition to the request and stated that the property was deed restricted against business. Ron Kilgore requested that the rezoning be denied until such time as the residents agree on an overall development plan for the area.

Staff noted that the request was for B-2 (Central Business) which was totally unsuited to the site. Although there is some property in the area zoned for manufacturing very little development has occurred on Shipley Ferry Road and the property zoned for business development fronts on Airport Road. Staff recommended that the request be denied.

On a motion by Eldreth, second by Wallin, the commission voted to accept staff's recommendation with Trivette passing.

APPROVAL OF AMENDMENTS TO ZONING RESOLUTION - ARTICLE II  
DEFINITIONS OF TERMS USED IN ORDINANCE

FAILED 3/18/91 ROLL CALL



Election of Notaries

Wilma V. Booher  
L. J. Boyer  
Linda Ann Clemmons  
Gloria A. Clevenger  
Anna M. Clevinger  
Scott L. Cross  
Jacinda C. Fleenor  
L. W. Fletcher  
Peggy L. George  
Phyllis S. Greer  
Fred E. Helton  
Norma Jean D. Henderson  
Judy Blankenship Hutton  
Trina S. Jones  
Erma Kate Kern  
Gary P. Kestner  
Linda G. Lafon  
Cecil W. Laws  
Mary Jane Lee  
Connie McKnight  
Dorothy C. Mullenix  
Susan Necessary  
Betty R. Roberts  
Janet G. Smith  
Vickie S. Snodgrass  
Gilda Sproles  
Shirley F. Swift

Henry W. Thouin, Jr.  
Judy C. Urbani  
James F. White  
Janet Hammonds Williams  
Deloris Winegar

(The names of the persons listed hereon were read before County Commission, and upon motion made by Commissioner O. W. Ferguson and seconded by Commissioner Wayne McConnell, were elected by roll call vote of the Commission to serve a four year term as Notary Public.)

AYE - 21 ABSENT - 3

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 19th DAY OF November 19 90

RESOLUTION AUTHORIZING Widening of McKenzie Road in the 12th Civil District

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 November 1990.

THAT BE IT RESOLVED, That McKenzie Road located in the 12th Civil District of Sullivan County be widened from North Holston Drive to Bell Ridge Road.

BE IT FURTHER RESOLVED, That any Right-of-Way needed be purchased by Sullivan County for this project.

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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.

*Gay*

Duly passed and approved this 18th day of March, 1991

Attested: Gay

Date: 3-18-91 Wm H. "John" McKamey Date: 3/18/91

County Clerk

County Executive

INTRODUCED BY COMMISSIONER McConnell

ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Arrington/Ferguson

FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	_____	_____	<u>8</u>	<u>12/15/90</u>
Budget	_____	_____	_____	_____
Executive (No Action)	<u>(No Action 3/6/91)</u>	_____	_____	<u>12/15/90</u>

COMMISSION ACTION	{AYE}	{NAY}	{PASS}	{ABSENT}	{TOTAL}
Roll Call	<u>21</u>	_____	_____	_____	<u>3</u>
Voice Vote	_____	_____	_____	_____	_____

COMMENTS: FIRST READING 11/19/90 DEFERRED 12/17/90 DEFERRED 1/21/91  
DEFERRED 2/18/91 PASSED 3/18/91 ROLL CALL



ATTACHMENT:  
RES #13

In reference to Right of way  
to widen Mc Kenzie Road  
all in Favor of

Herman Price 324 McKenzie rd  
Tel 247-3646

Fred Price 351 McKenzie  
245-3379

George FRAZIER  
247-8368

Jess Hurd 245-7374

J. Walter (William) 247-8833

David Glover 335 Mc Kenzie Drive

Gene Glover 329 McKENZIE DR.  
247-5657

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF February 1991.

RESOLUTION AUTHORIZING Budget Procedure

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 18th day of February 1991.

THAT WHEREAS, T.C.A. 5-9-401, 5-9-402, and 5-9-404 mandate that County funds must be appropriated for county departments after the departments, by April 1, have presented their proposed budgets and these budgets have been approved and adopted by the County Commission; and

WHEREAS, Nowhere does the law provide that the County Commission set up a classified schedule of employee wages and salaries to be adopted by elected and appointed officials; and

WHEREAS, Elected officials of a county are charged by law with the control of and responsibility for the conduct of their respective offices including the wages, salaries, hiring and firing of the employees under their jurisdiction; and

WHEREAS, County employees are hired, within the confines of the law, under a patronage system which is different from private businesses and industries which utilize a system of hiring and promoting based on classified wage and salary scales determined by such criteria as written tests, oral tests, experience, etc., and

WHEREAS, If any elected official thinks that the County's appropriation of funds for his/her department is inadequate for the operation of the office, the official can challenge the County Commission's decision by filing a lawsuit against the County in Chancery Court, and

WHEREAS, The Sullivan County Commission is unwise in usurping authority from elected and appointed officials by attempting to utilize and enforce a classified salary and wage scale for the employees of their departments because, thereby, the County is inviting lawsuits against itself brought by the elected and appointed officials and by unhappy employees; therefore

BE IT RESOLVED, That the Sullivan County Commission in order to protect the tax payers of the County from unnecessary lawsuits against the County consider, at budget time, only the bottom line in the elected officials' published budgets leaving the various line items, including wages and salaries, to the discretion of the elected officials - a system which the Commission follows presently when considering the Sullivan County School Budget, and

FURTHER BE IT RESOLVED, That the Sullivan County Commission empower the County Executive to appoint a committee to restructure and simplify the existing salary, wage and longevity schedules; and, that elected and appointed officials and department heads may utilize the revised versions, if they so desire, as a guide for compensation of County employees for their services.

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\_\_\_\_.

Attested:

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

INTRODUCED BY COMMISSIONER DeVault ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Hicks FUND: \_\_\_\_\_

# 5

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	<u>X</u>	_____	_____	3/4/91
Budget	_____	_____	<u>X</u>	3/7/91
Executive (No Action)	_____	_____	_____	3/6/91

COMMISSION ACTION	{AYE }	{NAY }	{PASS }	{ABSENT}	{TOTAL}
Roll Call	<u>6</u>	<u>11</u>	<u>4</u>	<u>3</u>	_____
Voice Vote	_____	_____	_____	_____	_____

COMMENTS: FIRST READING 2/18/91 FAILED 3/18/91 ROLL CALL

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TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Appropriation of \$15,000 to Hickory Tree Fire Department for Building Repairs and Expansion

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 18th day of March 1991.

THAT WHEREAS, The Hickory Tree Fire Department building is in need of a new roof, and

WHEREAS, The facility now has a flat roof which has developed leaks and is causing deterioration to the remaining part of the building; and

WHEREAS, The Board of Directors of the Hickory Tree Fire Department desires to enlarge the top floor of the facility to allow for more diversified utilization of its present area; and

WHEREAS, Cost estimates indicate it would be less expensive to perform the desired additions in one project rather than create two expensive, separate projects; and

WHEREAS, The estimated cost of the renovation and repairs to the building are estimated at approximately \$45,000; and

WHEREAS, Required expenditures for tank replacement on the fire truck has depleted the existing monies which were planned for use in the building renovation and repairs; therefore

BE IT RESOLVED, That the Sullivan County Board of Commissioners approve the appropriation of \$15,000 from 39000 Unappropriated Surplus toward the Hickory Tree Fire Department's repair and renovation project.

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\_\_.

Attested:

\_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

County Clerk  
INTRODUCED BY COMMISSIONER Hyatt County Executive  
ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Jones FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative (No Action)	_____	_____	_____	3/4/91
Budget	_____	_____	X	3/7/91
Executive	_____	_____	X to Budget	3/6/91

COMMISSION ACTION {AYE } {NAY } {PASS } {ABSENT} {TOTAL} \_\_\_\_\_  
 Roll Call \_\_\_\_\_  
 Voice Vote \_\_\_\_\_

COMMENTS: DEFERRED TO BUDGET 3/18/91

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Appropriation of \$10,000 to the City of Bluff City for Certain Improvement Projects

§ 6

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 18th day of March 1991.

THAT WHEREAS, The City of Bluff City is presently in the process of renovating and expanding its city government building; and \_\_\_\_\_

WHEREAS, Other improvement projects planned include children's recreational equipment in the city park, a board walk, and a pavilion; therefore \_\_\_\_\_

BE IT RESOLVED, That the Sullivan County Board of Commissioners approve the appropriation of \$10,000 from 39000 Unappropriated Surplus to assist the City of Bluff City in these improvement projects.

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\_\_,  
Attested:

\_\_\_\_\_  
County Clerk Date: \_\_\_\_\_ County Executive Date: \_\_\_\_\_  
INTRODUCED BY COMMISSIONER Hyatt ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER Jones FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative (No Action)	_____	_____	_____	3/4/91
Budget	_____	_____	X	3/7/91
Executive	_____	_____	X to Budget	3/6/91

COMMISSION ACTION {AYE } {NAY } {PASS } {ABSENT} {TOTAL}  
Roll Call \_\_\_\_\_  
Voice Vote \_\_\_\_\_

COMMENTS: DEFERRED TO BUDGET 3/18/91  
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\_\_\_\_\_

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING 15 mph Speed Limit Signs on Valley Street in the 11th 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 18th day of March 1991.

THAT BE IT RESOLVED, That 15 mph speed limit signs be posted on Valley Street (approximately a 1/4 mile stretch of road) which branches off Gravelly Road in the 11th 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.

Done passed and approved this 18th day of March, 1991

*Gay*

Attested B. Feathers

Date: 3-18-91 Wm. H. John, Jr., Chairman Date: 3-18-91

County Clerk

County Executive

INTRODUCED BY COMMISSIONER Arrington ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Ferguson/McConnell FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative (No Action)	_____	_____	_____	<u>3/4/91</u>
Budget	_____	_____	_____	_____
Executive	<u>X</u>	_____	_____	<u>3/6/91</u>

COMMISSION ACTION {AYE} {NAY} {PASS} {ABSENT} {TOTAL}

Roll Call \_\_\_\_\_

Voice Vote X

COMMENTS: Waiver of Rules PASSED 3/18/91 2/3 Voice Vote

RESOLUTION NO. 8

JOHN MCKAMEY

TO THE HONORABLE ~~FRITH WESTMORELAND~~, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION

THIS THE 18th DAY OF March, 1991.

RESOLUTION AUTHORIZING Repair of Chiller at East High School

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION \_\_\_\_\_, AUTHORIZES COUNTIES  
O \_\_\_\_\_

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of March, 1991,

THAT WHEREAS the chiller for the commons area of East High School has broken down and

WHEREAS the most economical way to repair it will require an expenditure of \$25,000

THEREFORE BE IT RESOLVED, that the General Purpose School Budget be amended as follows:

Revenue		Expenditure	
34290.000	\$25,000	76000,720	\$25,000

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

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

7 Duly passed and approved this 18th day of March, 1991.

ATTESTED:  
ay B. Feathers  
County Clerk

APPROVED:  
[Signature]  
County Executive Date: 3-18-91

INTRODUCED BY COMMISSIONER Hyatt ESTIMATED COSTS: \_\_\_\_\_

SECONDED BY COMMISSIONER Jones FUND: \_\_\_\_\_

COMMISSION ACTION: [aye] [nay] [Absent]

ROLL CALL 21 \_\_\_\_\_ 3

DICE VOTE \_\_\_\_\_

COMMITTEE ACTION: ADMINISTRATIVE (No Action) APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ DATE 3/4/91

EXECUTIVE (No Action) \_\_\_\_\_ DATE 3/6/91

BUDGET COMMENTS: WAIVER OF RULES PASSED X 3/18/91 ROLL CALL DATE 3/7/91

TO THE HONORABLE JOHN MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March, 1991.

RESOLUTION AUTHORIZING Appropriate Summer School Funds

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 18th day of March, 1991,

THAT WHEREAS certain Summer School Reserve Funds need to be made available for the purchase of equipment; and

WHEREAS utilizing these Summer School Funds for the current school year is necessary,

THEREFORE BE IT RESOLVED that the General Purpose School Budget be amended as follows:

Revenue:	34290.200	9,813.14
	43513.000	8,272.80
		18,085.94
Expenditure:	76000.701	2,226.00
	76000.790	15,859.94
		18,085.94

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

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

Do hereby passed and approved this 18th day of March, 1991.

TESTED: Ray B. Fisher  
County Clerk

Date: 3-18-91

APPROVED: John H. John McKamey  
County Executive

Date: 3-18-91

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COSTS: \_\_\_\_\_

SECONDED BY COMMISSIONER Krell FUND: \_\_\_\_\_

COMMISSION ACTION: [aye] [nay] [Absent]

ROLL CALL 21 3

VOICE VOTE \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DATE
ADMINISTRATIVE (No Action)			<u>3/4/91</u>
EXECUTIVE (No Action)			<u>3/6/91</u>
BUDGET	<u>X</u>		<u>3/7/91</u>

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL



RESOLUTION NO. 10

JOHN MCKAMEY

TO THE HONORABLE ~~KRISTEN WELLS~~, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March, 1991.

RESOLUTION AUTHORIZING The State Department of Education has allocated 7,500.00 for the Family and Community Involvement Program.

WHEREAS, TENNESSEE CODE ANNOTATED; SECTION \_\_\_\_\_, AUTHORIZES COUNTIES )

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 18th day of March, 1991,

THAT WHEREAS, the State Department of Education has made seven thousand and five hundred dollars (7,500.00) available for the purchase of School Readiness Skills Books for parents attending the Sullivan County Parents in Education Classes. THEREFORE, BE IT

RESOLVED, that the General Purpose School Fund be amended as follows:

Revenue:	46590.000	7,500.00
Expenditure:	72100.428	7,500.00

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

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

Only passed and approved this 18th day of March, 1991.

ATTESTED: Gay B. Feathers  
County Clerk

APPROVED: [Signature]  
County Executive Date: 3-18-91

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COSTS: \_\_\_\_\_

SECONDED BY COMMISSIONER Krell FUND: \_\_\_\_\_

COMMISSION ACTION:    [aye]    [nay]    [Absent]

POLL CALL                    21                    \_\_\_\_\_                    3

VOICE VOTE                    \_\_\_\_\_                    \_\_\_\_\_

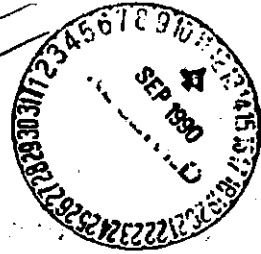
COMMITTEE ACTION:

ADMINISTRATIVE (No Action)	APPROVED	DISAPPROVED	DATE
EXECUTIVE (No Action)	_____	_____	3/4/91
BUDGET	<u>X</u>	_____	3/6/91
			3/7/91

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL



*Ms. Nolan*



TENNESSEE  
STATE DEPARTMENT OF EDUCATION  
OFFICE OF COMMISSIONER  
NASHVILLE 37219-5335

TO: Contractor or Grantee

FROM: Contract Coordinator  
Tennessee Department of Education  
Room 245 Cordell Hull Building  
Nashville, TN 37243-0381

SUBJECT: Attached Proposed Contract or Grant

A representative of the State of Tennessee, Department of Education, referred to as the State, acting as the State's agent and on its behalf, has negotiated with your agency the pertinent obligations and responsibilities for the attached document. The document, also, includes terms and conditions that were not negotiated, but are required by the Tennessee Department of Finance and Administration Rules promulgated in Tennessee Administrative Compilation 0620-3-3.

If you agree that this document accurately and fully describes all terms, conditions, duties, obligations, and responsibilities to operate the program or provide the services and that the terms of payment and compensation are agreeable, please have an authorized individual of your agency sign the space provided on the signature page. If there are problems or differences between these terms and your understanding of your commitments, please communicate this information to the agent of the State with whom you negotiated the original conditions for clarification or correction.

You may copy this document for your records, but please return the original, signed document to the address of the Contract Coordinator shown at the top of this memorandum, as soon as possible. If the document is not returned within two weeks, the State agent will be requested to determine the status of the document. The contract is not binding until approved by appropriate authority of the State of Tennessee and the funds have been encumbered. The State may not be liable to pay for any services provided prior to the existence of a fully approved, binding contract.

You will be sent a copy of the contract when it is fully approved and binding. Thank you for your cooperation.

WITNESSETH: In consideration of the mutual promises set out below, the parties enter into this grant according to the following provisions.

I. The Grantee agrees the following are its responsibilities and obligations under this grant.

A. The Grantee agrees to provide or otherwise perform the scope of work and services set forth in Attachments to this grant which are made a part of this grant by reference and attachment.

B. The Grantee agrees that no part of the total grant amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this grant.

Notwithstanding the preceding paragraph, Grantees which are agencies, colleges or universities of the State of Tennessee may compensate their employees under this grant's funding.

C. The Grantee agrees no person on the ground of handicap, race, age, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or Statutory law, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this grant, or in the employment practices of the Grantee. The Grantee shall upon request show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D. The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident hereto.

Notwithstanding the preceding paragraph, this public liability clause shall not apply to Grantees which are agencies, colleges or universities of the State of Tennessee.

E. The Grantee shall not assign this grant or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the State.

F. The Grantee shall prepare an annual report of its activities funded under this grant, including audited financial statements and submit, within nine months after the close of the reporting period, a copy of such report to the Commissioner of Finance and Administration, the Commissioner of the Department of Education and the Comptroller of the Treasury.

The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Comptroller. The Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the independent public accountant shall be on a contract form prescribed by the Comptroller. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Comptroller. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Comptroller and the payment of fees for the audit prepared by the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the Department of Education and the Comptroller and shall be made available to the public.

- G. The Grantee agrees all notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Grantee in the performance of this grant shall include the statement, "This project is funded (in part) under an agreement with the Department of Education."
- H. The Grantee agrees to maintain documentation for all charges against the State under this grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this grant shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
- I. If federal funds are provided under this grant to procure, goods, materials or services, the Grantee shall comply with all applicable federal regulations in the performance of its duties under this grant, including reporting requirements and federal procuring requirements set forth in Title 41 of the Code of Federal Regulations, Subpart 1-15.2 through Subpart 1-15.8, relative to public contracts and property management.

- D. If the term of this grant calls for payments to be made from state funds appropriated for more than a single fiscal year, this grant is subject to the allotment of federal and state funds and approval by the Comptroller of the Treasury.
- E. If the terms of this grant include compensation for travel, meals or lodging, the compensation for such shall be in the amount of actual cost to the Grantee, subject to the maximum amounts and limitations specified in the State Comprehensive Travel Regulations.
- F. If the Grantee fails to fulfill in a timely and proper manner its obligations under this grant, or if the Grantee shall violate any of the terms of this grant, the State shall have the right to immediately terminate this grant and withhold payments in excess of fair compensation for work completed.
- Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this grant by the Grantee.
- G. This grant may be terminated by the State by giving written notice to the Grantee, at least thirty (30) days before the effective date of termination. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- H. The State may not be responsible for payment of invoices received after ninety (90) days after the termination date of this grant.
- I. If total payments made by the State to the Grantee exceed eligible expenditures made by the Grantee in meeting the obligations of this grant, the Grantee shall refund the amount of the overpayment to the State.
- J. The term of this grant shall be from October 1, 1990 through June 30, 1991.

- J. If this grant allows reimbursement for the cost of procuring goods, materials, supplies, equipment or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures), where practicable.
- K. If this grant allows the Grantee to have access to confidential records, the Grantee agrees that strict standards of confidentiality of records will be maintained in accordance with the law.
- L. If this grant provides for the printing of any publication coming under the jurisdiction of the Publications Committee of the State of Tennessee, defined by Tennessee Code Annotated Title 12 Chapter 7 Part 1, a printing authorization number must be obtained and affixed to the publication as required by said law.
- M. The Grantee agrees the funds provided to accomplish the scope of work of this grant are to reimburse actual allowable costs incurred. Allowable costs are reasonable and necessary and do not exceed any limitations imposed by the State Department of Finance and Administration without prior approval by the Commissioner of the Department of Finance and Administration.
- N. The Grantee agrees to take advantage of and credit to allowable costs hereunder any available cash and trade discounts, freight allowances and equalizations, annual volume or other allowances, salvage credits, commissions, insurance discount dividends, and other direct benefits which accrue to Grantee as a direct result of this grant.
- O. The Grantee agrees that costs shall be incurred in accordance with the budget submitted to and approved by the State. Variations between budgeted and actual costs must be approved by the State before reimbursement may be authorized.
- P. If the term of this grant is for greater than three months, the Grantee agrees to submit periodic financial reports to the State of costs incurred in performing the obligations of this Grant. Such reports shall identify the costs for each period and total "year-to-date" costs.
- Q. The Grantee agrees to submit to the State a final report of costs incurred in the performance of this grant within ninety (90) days after the grant's termination date.
- R. The Grantee agrees to invoice the State for actual allowable costs determined by the report(s) required above. Any overpayment to the Grantee by the State resulting from unearned advances, or reimbursements for non-allowable costs, shall be returned to the State.

- S. The Grantee agrees to provide a proposed schedule of activities, including a budget, to the State which summarizes all negotiated activities leading to the accomplishment of goals and objectives presented for funding under this grant.
- T. The Grantee agrees to perform all activities described in the proposal approved by the State which is incorporated as part of this grant by reference.

II. The State agrees the following are its responsibilities and obligations plus any specific obligations set forth in attachments to this grant which are made a part of this grant by reference and attachment.

- A. In no event shall the liability of the State under this grant exceed Seven thousand five hundred dollars (\$ 7,500.00 ).  
In the event more than one maximum liability is described on attachments to this grant, this is the sum of all maximum liabilities.
- B. The State agrees to approve a proposal which reflects all conditions and activities of this grant and to approve requested changes to this proposal which improve the quality of the program being funded, or maximize the use of the funds without changing the scope of the activities originally negotiated.
- C. The State agrees to monitor activities to ensure the Grantee complies with identified responsibilities and obligations.
- D. The State agrees to process payments in accordance with policies and procedures established and/or adopted by the State and the Tennessee Department of Finance and Administration.
- E. The State agrees to make payments to reimburse actual allowable expenditures incurred in the performance of this grant after receipt of invoice(s), expenditure report(s), and any other required materials.

II. The parties further agree that the following are essential terms and conditions of this grant:

- A. The State has no liability except as specifically provided for in this grant and the attachment hereto.
- B. This grant is not binding upon the parties until it is approved by the Commissioner of the Department of Education.
- C. This grant may be modified only by written amendment executed by all parties hereto, and approved by the Commissioner of the Department of Education.

0340

The Grantee agrees to provide a proposed schedule of activities, including a budget, to the State which summarizes all negotiated activities leading to the accomplishment of goals and objectives presented for funding under this grant.

T. The Grantee agrees to perform all activities described in the proposal approved by the State which is incorporated as part of this grant by reference.

II. The State agrees the following are its responsibilities and obligations plus any specific obligations set forth in attachments to this grant which are made a part of this grant by reference and attachment.

A. In no event shall the liability of the State under this grant exceed Seven thousand five hundred

dollars (\$ 7,500.00 ).

In the event more than one maximum liability is described on attachments to this grant, this is the sum of all maximum liabilities.

B. The State agrees to approve a proposal which reflects all conditions and activities of this grant and to approve requested changes to this proposal which improve the quality of the program being funded, or maximize the use of the funds without changing the scope of the activities originally negotiated.

C. The State agrees to monitor activities to ensure the Grantee complies with identified responsibilities and obligations.

D. The State agrees to process payments in accordance with policies and procedures established and/or adopted by the State and the Tennessee Department of Finance and Administration.

E. The State agrees to make payments to reimburse actual allowable expenditures incurred in the performance of this grant after receipt of invoice(s), expenditure report(s), and any other required materials.

II. The parties further agree that the following are essential terms and conditions of this grant:

A. The State has no liability except as specifically provided for in this grant and the attachment hereto.

B. This grant is not binding upon the parties until it is approved by the Commissioner of the Department of Education.

C. This grant may be modified only by written amendment executed by all parties hereto, and approved by the Commissioner of the Department of Education.



Name and Address of entity submitting the budget:

Smithson County Dept. of Education  
 P.O. Box 306  
 Blountville, TN, 37620

Phone No. 615-777-7118

Account Code	EST. REVENUE SOURCE(S)	FY 91 Total			
40001	County Taxes				
40002	City/Special School Dist.				
41000	Licenses & Permits				
43000	Charges for Current Svc.				
44000	Other Local Revenues				
45001	State Education Funds	\$ 7,500.00			
45002	Other State Revenues				
47001	Federal Funds thru State				
47002	Direct Federal Funds				
	Charitable Donations				
49000	Other Sources				
40000	TOTAL EST. REVENUES				
30000	Reserves and/or Fund Bal.				
	TOTAL AVAILABLE FUNDS	7,500.00			
=====					
	EST. EXPENDITURES				
	Salaries				
	Fringe Benefits				
	Travel				
	Printing/Duplicating				
	Utilities/Fuel				
	Communications				
	Maintenance				
	Professional Svcs				
	Contract Services				
	Supplies/Materials	7,500.00			
	Rent/Lease				
	Insurance				
	Vehicle Operations				
	Equipment				
	Depreciation				
	Admin/Indirect Cost				
	Miscellaneous				
	TOTAL EXPENDITURES	7,500.00			

0342

Allotment 331.31  
Cost Center 047  
Grant Code CM

RFS Number 331. 31-196  
DGA Number DG-1-00653-1-00  
Grant Number Z 2-1-54381-1-00

GRANT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF EDUCATION  
AND  
Sullivan County Schools

THIS IS a grant by and between the State of Tennessee, Department of Education, referred to as the State, and Sullivan County Schools, referred to as the Grantee.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

GRANTEE: Vendor Identification Number C626000858 00

Name: Sullivan County Schools

Address: P. O. Box 306  
Blountville, TN 37617

Attention: Carol Briggs Phone Number: (615) 323-4181

Signature: *Wallace Katron, Jr.*

Title: Wallace Katron, Jr: Superintendent

DEPARTMENT OF EDUCATION:

Address: Family and Community Involvement  
100 Cordell Hull Building  
Nashville, TN 37243-0375

Attention: Martin Nash Phone Number: (615) 741-5166

Signature: \_\_\_\_\_  
(Commissioner)

JOHN MCKAMEY  
TO THE HONORABLE ~~KEITH WESTPHALEND~~, COUNTY EXECUTIVE, AND THE MEMBERS OF THE  
SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION  
THIS THE 18th DAY OF March, 1991.

RESOLUTION AUTHORIZING Appropriate Vocational-Technical Grant

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

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sullivan  
County, Tennessee, assembled in Regular Session on the 18th day  
of March, 1991,

THAT WHEREAS certain Vocational-Technical Grant funds are made available by the state,  
and WHEREAS Sullivan County Department of Education has been awarded a grant in  
the amount \$40,000.00 for the Jobs for Tennessee Graduate Program; THEREFORE BE IT  
RESOLVED that the General Purpose School (Vocational) Budget be amended as follows:

REVENUE: 46760.000 40,000.00

EXPENDITURE: 72300.116 40,000.00

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

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

Duly passed and approved this 18th day of March, 19 91.

ATTESTED: *Feathers*

APPROVED:

County Clerk

Date: 3-18-91

County Executive

Date: 3-18-91

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COSTS: \_\_\_\_\_

SECONDED BY COMMISSIONER Kreil FUND: \_\_\_\_\_

COMMISSION ACTION: [aye] [nay] [Absent]

ROLL CALL 21 3

ICE VOTE \_\_\_\_\_

COMMITTEE ACTION: ADMINISTRATIVE (No Action) APPROVED DISAPPROVED DATE 3/4/91

EXECUTIVE (No Action) \_\_\_\_\_ 3/6/91

BUDGET \_\_\_\_\_ 3/7/91

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL



STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION  
*Division of Vocational-Technical Education*  
200 CORDELL HULL BUILDING  
NASHVILLE 37218-6338

October 4, 1990

Mr. Wallace Ketron, Superintendent  
Sullivan County Schools  
P. O. Box 306  
Blountville, TN 37617

Dear Mr. Ketron:

Transmitted herewith is your approved Jobs for Tennessee Graduates contract number GG-1-05707-1-00 between the State of Tennessee, Department of Education and Sullivan County Schools. This contract will cover the period of August 1, 1990, through June 30, 1991, for an amount not to exceed \$40,000.

Also enclosed are expenditure forms to be completed each quarter to request reimbursement.

If additional information is needed, please advise.

Sincerely,

Marvin Flatt  
Assistant Commissioner

MF:twn

Encl.

c: Mr. Clyde Brown

Alotment 331.45  
Cost Center 010  
Grant Code RE

RFS Number 331. 45-522  
Grant Number 66-1-05707-1-00

GRANT  
BETWEEN

THE STATE OF TENNESSEE, DEPARTMENT OF EDUCATION  
AND  
SULLIVAN COUNTY

THIS IS a grant by and between the State of Tennessee, Department of Education, referred to as the State, and Sullivan County Schools, referred to as the Grantee.

WITNESSETH: In consideration of the mutual promises set out below, the parties enter into this grant according to the following provisions.

- I. The Grantee agrees the following are its responsibilities and obligations under this grant.
  - A. The Grantee agrees to provide or otherwise perform the scope of work and services set forth in Attachments to this grant which are made a part of this grant by reference and attachment.
  - B. The Grantee agrees that no part of the total grant amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensations, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this grant.

Notwithstanding the preceding paragraph, Grantees which are agencies, colleges or universities of the State of Tennessee may compensate their employees under this grant's funding.

- C. The Grantee agrees no person on the ground of handicap, age, race, color, religion, sex, or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this grant, or in the employment practices of the Grantee. The Grantee shall upon request show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D. The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident hereto.

Notwithstanding the preceding paragraph, this public liability clause shall not apply to Grantees which are agencies, colleges or universities of the State of Tennessee.

- E. The Grantee shall not assign this grant or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the State.

- F. The Grantee shall prepare an annual report of its activities funded under this grant, including audited financial statements and submit, within nine months after the close of the reporting period, a copy of such report to the Commissioner of Finance and Administration, the Commissioner of the Department of Education and the Comptroller of the Treasury, referred to as Comptroller. The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Comptroller. The Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the independent public accountant shall be on a contract form prescribed by the Comptroller. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Comptroller. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Comptroller and the payment of fees for the audit prepared by the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the Department of Education and the Comptroller and shall be made available to the public.

- G. The Grantee agrees all notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Grantee in the performance of this grant shall include the statement, "This project is funded (in part) under an agreement with the Department of Education."

- H. The Grantee agrees to maintain documentation for all charges against the State under this grant. The books, records, and documents of the Grantee, insofar as they relate to work performed or money received under this grant shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
- I. If federal funds are provided under this grant to procure, goods, materials or services, the Grantee shall comply with all applicable federal regulations in the performance of its duties under this grant, including reporting requirements and federal procuring requirements set forth in Title 41 of the Code of Federal Regulations, Subpart 1-15.2 through Subpart 1-15.8, relative to public contracts and property management.
- J. If this grant allows reimbursement for the cost of procuring goods, materials, supplies, equipment or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures), where practicable.
- K. If this grant allows the Grantee to have access to confidential records, the Grantee agrees that strict standards of confidentiality of records will be maintained in accordance with the law.
- L. If this grant provides for the printing of any publication coming under the jurisdiction of the Publications Committee of the State of Tennessee, defined by Tennessee Code Annotated Title 12 Chapter 7 Part 1, a printing authorization number must be obtained and affixed to the publication as required by said law.
- M. The Grantee agrees the funds provided to accomplish the scope of work of this grant are to reimburse actual allowable costs incurred. Allowable costs are reasonable and necessary and do not exceed any limitations imposed by the State Department of Finance and Administration without prior approval by the Commissioner of the Department of Finance and Administration.
- N. The Grantee agrees to take advantage of and credit to allowable costs hereunder any available cash and trade discounts, freight allowances and equalizations, annual volume or other allowances, salvage credits, commissions, insurance discount dividends, and other direct benefits which accrue to Grantee as a direct result of this grant.
- O. The Grantee agrees that costs shall be incurred in accordance with the budget submitted to and approved by the State. Variations between budgeted and actual costs must be approved by the State before reimbursement may be authorized.

- P. If the term of this grant is for greater than three months, the Grantee agrees to submit periodic financial reports to the State of costs incurred in performing the obligations of this Grant. Such reports shall identify the costs for each period and total "year-to-date" costs.
- Q. The Grantee agrees to submit to the State a final report of costs incurred in the performance of this grant within ninety (90) days after its termination date.
- R. The Grantee agrees to invoice the State for actual allowable costs determined by the report(s) required above. Any overpayment to the Grantee by the State resulting from unearned advances, or reimbursements for non-allowable costs, shall be returned to the State.
- S. The Grantee agrees to provide a proposed schedule of activities, including a budget, to the State which summarizes all negotiated activities leading to the accomplishment of goals and objectives presented for funding under this grant.
- T. The Grantee agrees to perform all activities described in the proposal approved by the State which is incorporated as part of this grant by reference.
- II. The State agrees the following are its responsibilities and obligations plus any specific obligations set forth in attachments to this grant which are made a part of this grant by reference and attachment.
- A. In no event shall the liability of the State under this grant exceed fourty thousand  
dollars (\$ 40,000 ). In the event more than one maximum liability is described on attachments to this grant, this is the sum of all maximum liabilities.
- B. The State agrees to approve a proposal which reflects all conditions and activities of this grant and to approve requested changes to this proposal which improve the quality of the program being funded or maximize the use of the funds without changing the scope of the activities originally negotiated.
- C. The State agrees to monitor activities to ensure the Grantee complies with identified responsibilities and obligations.
- D. The State agrees to process payments in accordance with policies and procedures established and/or adopted by the State and the Tennessee Department of Finance and Administration.
- E. The State agrees to make payments to reimburse actual allowable expenditures incurred in the performance of this grant after receipt of invoice(s), expenditure report(s), and any other required materials.



III. The parties further agree that the following are essential terms and conditions of this grant:

- A. The State has no liability except as specifically provided for in this grant and the attachment hereto.
- B. This grant is not binding upon the parties until it is approved by the Commissioner of Finance and Administration.
- C. This grant may be modified only by written amendment executed by all parties hereto, and approved by the Commissioner of Finance and Administration.
- D. If the term of this grant calls for payments to be made from funds appropriated for more than a single fiscal year, this grant is subject to the allotment of federal and state funds and approval by the Comptroller of the Treasury.
- E. If the terms of this grant include compensation for travel, meals or lodging, the compensation for such shall be in the amount of actual cost to the Grantee, subject to the maximum amounts and limitations specified in the State Comprehensive Travel Regulations.
- F. If the Grantee fails to fulfill in a timely and proper manner its obligations under this grant, or if the Grantee shall violate any of the terms of this grant, the State shall have the right to immediately terminate this grant and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this grant by the Grantee.

- G. This grant may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
- H. The State may not be responsible for payment of invoices received after ninety (90) days after the termination date of this grant.
- I. If total payments made by the State to the Grantee exceed eligible expenditures made by the Grantee in meeting the obligations of this grant, the Grantee shall refund the amount of the overpayment to the State.
- J. The term of this grant shall be from August 1, 1990, through June 30, 1991.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

GRANTEE: Vendor Identification Number C626000858 00

NAME: Sullivan County Schools

ADDRESS: P. O. Box 306

Blountville, TN 37617

ATTENTION: Wallace Ketrone, Superintendent PHONE NUMBER: (615) 323-4181

SIGNATURE: *Wallace Ketrone*

TITLE: *Supt of Schools*

DEPARTMENT OF EDUCATION:

ADDRESS: Vocational-Technical Education

200 Cordell Hull Building

Nashville, TN 37243-0383

ATTENTION: Marvin Flatt, Asst. Commissioner PHONE NUMBER: (615) 741-1716

SIGNATURE: *Clarence Smith*  
(Commissioner)

APPROVED:  
DEPARTMENT OF FINANCE AND ADMINISTRATION

SIGNATURE: *David L. Manning*  
(Commissioner)  
9-26-90 *JAC*



BUDGET

PERSONNEL

Salaries and Benefits

\$40,000

## ATTACHMENT

- I. The Grantee agrees the scope of work below includes specific duties to be performed in addition to the responsibilities and obligations described in Section I of the grant document to which this attachment is affixed.
  - A. The Grantee agrees to provide an employment readiness and placement program through guidance and support services for students enrolled as seniors in a Tennessee high School with backgrounds consistent to unemployed high school graduates who have little or no desire to advance to post-secondary education.
  - B. The Grantee agrees every program participant shall be provided with:
    1. Career counseling designed to help set individual goals.
    2. Assistance in development of individual goal (employability) plans with continuous updates to measure progress.
    3. Training designed to make the transition from high school to the world of work easier and more successful.
    4. Job placement assistance in search, selection, application, and interview behavior.
    5. Follow-up support services continuing for 30 days following placement to facilitate the transition and to collect demographic and statistical information.
    6. Social growth opportunities through promotion of involvement in the Tennessee Career Association (TCA).
  - C. The Grantee agrees to promote participation in the Tennessee Career Association (TCA), a student organization which stresses civil awareness and job preparation.
  - D. The Grantee agrees to train and develop high school instructors involved in the implementation of the curriculum.
  - E. The Grantee agrees to assist in the development and maintenance of an accredited program.

- F. The Grantee agrees to submit quarterly reports to the State which describe and evaluate program progress and detail the total financial expenditures as well as the current period expenditures for which a reimbursement of funds is being requested.
- G. The Grantee agrees that the activities incorporated by reference of the proposal attached to this grant extend beyond the term of this grant and if funds are not available in future appropriations acts to continue this program then the State is not liable for any expenses incurred after the termination date of this grant.
- II. The State agrees the scope of work below includes specific duties to be performed in addition to the responsibilities and obligations described in Section II of the grant document to which this attachment is affixed.
- A. The State agrees to arrange for accreditation of educational and training services for eligible participants that may benefit from the services provided by this contract.
- B. The State agrees to provide guidance and technical information necessary to the development and maintenance of this program.
- C. The State agrees the Grantee may subcontract for portions of the training activities required as an integral part of compliance with the requirements of this grant.

NARRATIVE OUTLINEI. PROBLEM STATEMENT

This program is an employment readiness and placement program for students with backgrounds consistent to unemployed high school graduates who have little or no desire to advance to post-secondary education. This program is a model demonstration program in an effort to provide guidance and support services to the youth of Tennessee in making career choices.

A large number of high school students do not elect higher education nor do they pursue vocational or business careers. Those who do not choose advance training are equally important to the labor force in private industry and are also important to the State's economy. The high unemployment rates of youth and minorities indicate that these groups especially need job readiness training to prepare them for job entry. The main purpose will be to select participants and provide services to those students who have the best chance of being unemployed after they graduate from high school.

OBJECTIVES

Participants in their senior year will be provided remedial courses in basic skills, career exploration activities, job preparedness activities and leadership skills developed through membership in the career association which will culminate in job placement upon graduation.

There is a Tennessee Career Association (TCA) formed for all participants. The motto of this association is "From Classroom to Careers." This is a student/participant organization which promotes leadership skills, civic awareness, and career exploration and preparation. The organization elects officers and has established a constitution and by-laws. There are individual school chapters in each of the high schools, and a joint meeting of TCA is planned between the schools. TCA provides competitive events, social activities, and development of individual self-confidence. Program participants who complete the program may continue to participate as volunteers through the professional division of TCA in an effort to reinforce career development and provide education and new job opportunities.

The SDA will work hand-in-hand with the Tennessee Public High Schools toward the development and implementation of an employment support network which will assist the efforts of the career and guidance counseling activities within each high school. This program will virtually saturate the senior market of high school students who are perceived to be most likely to be unemployed upon graduation. The areas participating in funding received from the contract include high schools in all areas of Tennessee.

The program will provide high school graduates in Tennessee with the direction and training which will assist them in making career choices. The following objectives are to be measured on behalf of every program participant:

1. Career counseling is to be provided to all participants, and this counseling will endeavor to help each participant set individual goals. The counseling provided will serve to support the role of guidance counselors presently in local high schools.
2. Individual goal plans or employability plans will be fully developed and continuously updated in order that participant progress might be measured.
3. The program will endeavor to assist youth to more easily and successfully make the transition from high school to the world of work. Seniors will be followed-up in an effort to determine the average time required in securing employment after graduation at the entrance wage rate.
4. Initial follow-up services will continue for 30 days following placement. A final follow-up evaluation will be completed at the end of nine months on all placements.
5. The youth will receive assistance in their development of a strong economic future and thus strengthen the State's economy.
6. The graduating high school seniors will primarily be placed in entry level positions in the private sector, or other positive placements.
7. The program will provide social growth opportunities through participants' involvement in the TCA activities.

PARTICIPANT DATA:

A. Participant Eligibility



All participants will be residents of Tennessee. Participants will be between the ages of 16 - 21, and be enrolled as seniors in a Tennessee High School.

B. Activities

- \* Job-readiness training
- \* Counseling-Employability Development Planning
- \* Tennessee Career Association (TCA)
- \* Job search and placement
- \* Follow up

Target Group: The program will serve youth between the ages of 16 - 21, and all participants must be seniors in high school.

Participant Activity Dates: Participant activity dates do not correspond to the dates of the contract period but more closely correspond to school year dates. Participants will enter the program in August of their senior year and complete in-school program at the conclusion of that year in May. They will then be involved in the job placement phase through September. Each participant will be receiving follow-up assistance for a nine month period to conclude March 31.

Work/Training Hours Per Day and Week: The job-readiness training will be structured training which will require approximately 40 hours minimum for all participants.

Schedules of training for seniors, will be coordinated with each of the high schools involved.

C. Summer Activities

There are numerous services and program activities which will continue during the summer when regular school is not in session.

For example, some of the activities will include:

1. Remedial classroom activities are continued for students not placed in jobs.
2. Placement, post-termination services, follow-up.
3. TCA would continue to conduct special meetings and events during the summer.
4. Individual counseling, employability goal plans, and testing will continue.

METHODS AND PROCEDURES:

A. Program services to be provided include:

1. Outreach and recruitment - Staff of each high school will be responsible for the recruitment of participants. The program will be advertised through announcements to the junior/senior classes. Teachers will be informed of the program and asked to make referrals. The participants themselves also will be encouraged to make referrals.
2. Intake and selection process - The intake and selection process will be most critical to the program's success and will also be most important since slots will not be available for all eligible applicants. Through intensive interviews and a variety of tests and surveys, those youth who will have the greatest difficulty finding

employment will be offered the opportunity to participate.

These will be those applicants who have no plans for college. The following selection process will be used.

- a. Prescreening will be administered by researching the senior records of the high school to determine discipline problems; absentee rate of junior year; aptitude and achievement as judged by CAT/grades; income disability as shown by participation through Free Lunch Program; limited work experience; and the student's perception of need for help/lack of motivation.
- b. Homeroom teachers will receive a form to hand out to all interested students.
- c. Questionnaires will be distributed to the seniors through an assembly program, which inquire into the students' future plans (college, work, vocational education, desire to get involved in the program, etc.)
- d. Faculty and guidance counselors will review the questionnaires and add or delete other names.
- e. Personal interviews with interested students will be held to determine particular areas of interest and disinterest, experience, desires, and goals in order to make a final determination as to students who will participate.

f. Once final applicants are selected, open house will be held for faculty and parents to explain and answer questions about the program to explain and answer questions about the program. Letters will be sent to parents to explain the program and to gain their support.

Authorization will be given by the guardian/parent, student and job specialist and retained in the student file.

3. Employability Development Planning (EDP) - EDP plans will be completed on all participants and will continually be reviewed and updated on all participants indicating the progress and accomplishments of participants. These plans will identify the strengths and interests of participants resulting in both short and long range goals.
4. Participant Services - Participant services will include remedial courses in basic skill based on individual need, socialization skills through participation in the Tennessee Career Association, continuous counseling related to employability, training related to employability skills, and job placement services.
5. Supportive Services - supportive services will include available funds for medical examinations and medical treatment. These funds will be made available on an individual needs basis in order to make a participant more employable. Participant travel money is available for

- special needs and especially when participants are going on job interviews.
- 6. Participant follow-up procedures - Post-termination services will continue through the first 90 days. Specific follow-ups will be made at 30 and 90 days. Another follow-up evaluation will be completed at the end of nine months.
- 7. Participant complaints - All participants will be fully informed of their rights within the program including the right to file a complaint with the SDA. Every effort will be made to resolve the complaint locally, but the participant may further file the complaint at the Tennessee Department of Education.
- 8. Parents Advisory Council - Parental participation will be included in the support, encouragement and reinforcement of the goals and purpose of the program with the associates. Parents will interact with specialist, associates and the community in promoting the program.
- 8. The SDA will be required to make a quarterly written report to the state. This report will be a typed internal management or evaluation of program progress. Staff will then review these reports in regular staff meetings to measure program accomplishments and/or needs. The program will also receive onsite monitoring visits from the staff of the Tennessee Department of Education.

BUDGET

Salaries	\$40,338.68
Fringe Benefits	10,086.32
Travel	5,500.00
Printing and Duplicating	1,000.00
Communications	4,000.00
Professional Services	1,000.00
Maintenance	800.00
Rent/Lease	4,375.00
Insurance	400.00
	<hr/>
TOTAL	\$67,500.00

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Revocation of Res. #24 (Require Committees Approve Certain Expenditures by County Departments) Passed February 18, 1991

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 18th day of March 1991.

THAT WHEREAS, Resolution #24, passed February 18, 1991 is in direct conflict with general law statutes numbers: 17-3-201-204; 37-1-503 thru 506; 37-1-212-214; 37-1-301 and 302; 8-8-201; 37-1-150; 37-1-136; and 16-15-102; and

WHEREAS, The above statute laws require local funding to meet criminal court, juvenile court and civil court obligations that incorporate transportation of prisoners, detainees and juveniles held in custody from different locations in the State of Tennessee; therefore

BE IT RESOLVED, That Resolution No. 24 be revoked and that the budgets through the remainder of FY 1990-91 and FY 1991-92 for the Courts and Sheriff's Department be in compliance with State statutes for transportation for personnel required for Court activities and expenditures for meetings required by State statutes.

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

This resolution shall become effective on \_\_\_\_\_, 1991, the public welfare requiring it.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Attested:

\_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

County Clerk  
INTRODUCED BY COMMISSIONER Ammons ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER Anderson FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative (NO ACTION)	_____	_____	_____	3/4/91
Budget (No Action)	_____	_____	_____	3/7/91
Executive	<u>X</u>	_____	_____	3/6/91

COMMISSION ACTION {AYE } {NAY } {PASS } {ABSENT} {TOTAL}  
Roll Call \_\_\_\_\_  
Voice Vote \_\_\_\_\_

COMMENTS: TABLED 3/18/91

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING No Parking and "Do Not Block Driveway" Signs on Exter Lane - 5th 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 18th day of March 1991.

THAT BE IT RESOLVED. That two (2) No Parking Signs be posted on Exter Lane, and

FURTHER BE IT RESOLVED. That a "Do Not Block Driveway" sign be posted at the residence at 240 Exter Lane in the 5th Civil District.

AMEND- DELETE: "DO NOT BLOCK DRIVEWAY"

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 18th day of March, 1991

Attested: Gay P. Feathers Date: 3-18-91 Wm H. "John" McKamey Date: 3-18-91  
County Clerk County Executive

INTRODUCED BY COMMISSIONER Belcher ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Hicks FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative (No Action)	_____	_____	_____	<u>3/4/91</u>
Budget	_____	_____	_____	_____
Executive	<u>X ("NO PARKING")</u>	_____	_____	<u>3/6/91</u>

COMMISSION ACTION {AYE} {NAY} {PASS} {ABSENT} {TOTAL}

Roll Call \_\_\_\_\_

Voice Vote X

COMMENTS: WAIVER OF RULES PASSED 3/18/91 2/3 Voice Vote AS AMENDED



TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Two (2) "No Dumping Signs" on Friendship Road in the 2nd 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 18th day of March 1991.

THAT WHEREAS, There is an increased amount of trash along this road, therefore

BE IT RESOLVED, That two (2) "No Dumping Signs" be posted on Friendship Road; one (1) being at the entrance from Highway 421, and the other about 250 yards off Highway 421 in the 2nd Civil District.

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

This resolution shall become effective on \_\_\_\_\_, 1991, the public welfare requiring it.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Attested:

\_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

County Clerk

County Executive

INTRODUCED BY COMMISSIONER Rutherford ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Trivett FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative (No Action)	_____	_____	_____	3/4/91
Budget (No Action)	_____	_____	_____	3/7/91
Executive	<u>X</u>	_____	_____	3/6/91

COMMISSION ACTION {AYE} {NAY} {PASS} {ABSENT} {TOTAL}

Roll Call

Voice Vote

COMMENTS: WITHDRAWN 3/18/91

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Correct Spelling of a Certain Road in the 13th 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 18th day of March 1991.

THAT WHEREAS, Poplar Grove Road in the 13th Civil District, when added to the Highway Department's map and atlas, was inadvertently recorded as "Popular" Grove Road, therefore

BE IT RESOLVED, That the map, atlas and road sign spelling be corrected to reflect Poplar Grove Road instead of "Popular" Grove Road.

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 18th day of MARCH, 1991

*Gay*

Attested: B. Lechner Date: 3-18-91 Wm H. "John" McKamey Date: 3-18-91  
County Clerk County Executive

INTRODUCED BY COMMISSIONER F. Childress ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Ammons FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION	{AYE }	{NAY }	{PASS }	{ABSENT}	{TOTAL}
Roll Call	_____	_____	_____	_____	_____
Voice Vote	<u>X</u>	_____	_____	_____	_____

COMMENTS: WAIVER OF RULES PASSED 3/18/91 2/3 Voice Vote

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Support of Legislative Delegation Bills - (Copies Attached)

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 18th day of March 1991.

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners support Senate Bill 1106 and House Bill 880 which will restore the right of adjoining property owners to file suit contesting the reasonableness of annexation and also prohibits the annexation of a complete tax parcel; further \_\_\_\_\_

BE IT RESOLVED, That the Sullivan County Commission support Senate Bill 625 and House Bill 879 requiring municipalities, when annexing by ordinance, to notify affected property owners by certified mail of the intent to do so.

Upon approval of this resolution, copies will be furnished to the Sullivan County Legislative Delegation.

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 18th day of MARCH, 1991

*Gay*

Attested: B. Feathers  
County Clerk

Date: 3-18-91

[Signature]  
County Executive  
Date: 3-18-91

INTRODUCED BY COMMISSIONER Blalock ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER Krell FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION	{AYE }	{NAY }	{PASS }	{ABSENT}	{TOTAL}
Roll Call	<u>16</u>	<u>4</u>	<u>1</u>	<u>3</u>	
Voice Vote					

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL

0368

CITIZENS FOR HOME RULE INC.  
P. O. Box 23003  
Knoxville, TN 37933

March 4, 1991

Dear County Executive:

COUNTY TAX DOLLARS ARE AT RISK

We are asking you and all other county executives in the state to urge our respective state legislators to support two bills to improve the state annexation laws for the public good. We are a not-for-profit civic organization with a membership of more than 800 households in Knox County.

There are insufficient controls in the present laws. Thus, when cities and towns are faced with anticipated revenue shortfalls, it is now too easy for municipalities to annex properties to increase their revenues. They can take in more sales taxes and other in-situ taxes by annexing commercial property. Also, they can increase their population by annexing residential or private farm property and thereby increase state and federal grants. A gain of in-situ taxes by a municipality by annexation is a loss of revenue by the county.

SB 1106 and HB 880 restore the right of an adjoining property owner to file suit contesting the reasonableness of annexation of a neighboring property and also prohibits the annexation of less than a complete tax parcel. This right of an adjoining property owner was declared unconstitutional by the Supreme Court last December, but only because when the bill was passed in conference before going to the Governor's desk, it was amended to exclude 84 counties. We are working hard for passage of these new bills with state-wide application.

SB 625 and HB 879 require municipalities, when annexing by ordinance, to notify the affected property owners by certified mail of the intent to do so, whenever up to 300 property owners are affected. The law now only requires posting a legal notice in a newspaper of general circulation. We have learned that several property owners in Knox County were annexed before they became aware of it and then too late to challenge in court.

A copy of each of the two bills is enclosed. Each of the House bills is drawn to be a companion to the corresponding Senate bill.

Please see reverse side.

We are not opposed to annexation per se; but we do believe annexation by ordinance -- accomplished only by a vote of majority of a city or town's legislative body is tantamount to taxation without representation. Until that can be corrected, additional controls on the annexation process are unquestionably necessary to preserve the health, welfare and safety of the public.

The present law enables municipalities to annex by referendum and after a majority vote for the annexation, the annexation is not contestable in court. Also, cities and towns can accept a petition by a property owner to be annexed. Thus, cities and towns have ample freedom to achieve reasonable annexations.

Please urge your legislators to support these bills. We need state-wide support for these reasonable and necessary changes.

Thank you.

Sincerely,



Jesse Barton  
President

SENATE BILL NO. 110

Atchley

AN ACT to amend Tennessee Code Annotated, Title 6, Chapter 51, relative to annexation.

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

SECTION 1. Tennessee Code Annotated, Section 6-51-103, is amended by deleting subsection (a) and by substituting instead the following:

(a) Any aggrieved owner of property which borders or lies within territory which is the subject of an annexation ordinance, prior to the operative date thereof, may file a writ in the nature of a quo warranto proceeding in accordance with this part, Section 6-51-301 and Title 29, Chapter 25, to contest the validity thereof on the ground that it reasonably may not be deemed necessary for the welfare of the residents and property owners of the affected territory and the municipality as a whole and so constitutes an exercise of power not conferred by law. Notwithstanding the provisions of any other section in this chapter, for purposes of this section, an "aggrieved owner of property" does not include any municipality or public corporation created and defined under Section 7-22-101 et seq., which owns property bordering or lying within the territory which is the subject of an annexation ordinance requested by the remaining property owner or owners of the territory and whose property and services are to be allocated and conveyed in accordance with Section 6-51-111, Section 6-51-112 or Section 6-51-301, or any contragratul arrangement otherwise providing for such allocation and conveyance.

08291716

12691

SECTION 2. Tennessee Code Annotated, Section 6-51-102, is amended by adding the following language as a new, appropriately designated subsection:

( ) Whenever a municipality extends its corporate limits by annexation of territory, the boundaries of the annexed territory shall be drawn so that no parcel of taxable real property, recorded as such pursuant to Tennessee Code Annotated, Section 67-5-204, shall be partially included within the municipality and partially excluded from the municipality.

SECTION 3. This act shall take effect on becoming a law, the public welfare requiring it.

Filed for Introduction on 4/30/91

SENATE BILL No. 425

by

Atchley, Gilbert

AN ACT relative to annexation and to amend Tennessee Code Annotated, Title 6, Chapter 51.

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

SECTION 1. Tennessee Code Annotated, Section 6-51-102, is amended by adding the following language as a new, appropriately designated subsection:

( ) Whenever a municipality proposes to extend its corporate limits by annexation of adjoining territory, the municipality must notify each property owner within the territory proposed for annexation. Such notice shall inform the property owner of the municipality's intention to annex the territory and shall be mailed "return receipt" sent at least thirty (30) days in advance of final passage of the annexation ordinance. The provisions of this subsection shall only apply to annexation of territory which includes three hundred (300) or fewer parcels of taxable real property recorded as such pursuant to Tennessee Code Annotated, Section 67-3-804.

SECTION 2. This act shall take effect on becoming a law, the public welfare requiring it.

08292507

12092

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Honoring J. Richard Carroll

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 18th day of March 1991.

THAT WHEREAS, Mr. J. Richard Carroll is the Athletic Director at Sullivan North High School; and

WHEREAS, Mr. Carroll was recently honored by the National Interscholastic Athletic Administration Association when named Tennessee Athletic Director of the year for 1990; and

WHEREAS, Mr. Carroll is a former Sullivan County Commissioner who served with distinction; therefore,

BE IT RESOLVED, That the Sullivan County Commission formally congratulate Mr. J. Richard Carroll for his accomplishments and commend his dedication to our County and its young people.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This resolution shall become effective on \_\_\_\_\_, 1991, the public welfare requiring it.

Duly passed and approved this 18th day of March, 1991

*Gay*

Attested: B. Feathers  
County Clerk

Date: 3-18-91

Wm. H. John McKamey  
County Executive Date: 3/18/91

INTRODUCED BY COMMISSIONER Surgenor ESTIMATED COST: \_\_\_\_\_

SECONDED BY COMMISSIONER Patrick FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION {AYE} {NAY} {PASS} {ABSENT} {TOTAL}

Roll Call \_\_\_\_\_  
Voice Vote x

COMMENTS: WAIVER OF RULES PASSED 3/18/91 2/3 Voice Vote

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Appropriation of \$140,000.00 to Highway Fund - 62003 Maintenance of Roads

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 18th day of March 1991.

THAT WHEREAS, The current fiscal years' appropriations are not sufficient to cover the needed expenditures in the 62003 - Road Maintenance Account; therefore

BE IT RESOLVED, That the Sullivan County Board of Commissioners approve the following transfers:

FROM:	TO:	AMOUNT:
REVENUE:		
48120	62003-400	78,578.75
46430	62003-400	5,619.86
44520	62003-400	5,883.31
44170	62003-400	118.08
Unallocated <sup>Highway</sup> Surplus	62003-400	50,000.00
TOTAL		140,000.00

(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 18th day of March, 1991

Attested: *Gay B. Feathers* Date: 3-18-91 County Executive Date: 3-18-91

INTRODUCED BY COMMISSIONER McCornell ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER Blalock FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION	{YAYE }	{NAY }	{PASS }	{ABSENT}	{TOTAL}
Roll Call	21			3	
Voice Vote					

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Appropriation of UP TO \$10,000 From Unappropriated Surplus for Evaluation of Jail Construction

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 18th day of March 1991.

THAT BE IT RESOLVED, That the Sullivan County Board of Commissioners approve the appropriation of UP TO \$10,000.00 to hire a structural engineer to examine and evaluate the construction of the Sullivan County Jail as recommended in Section B of the Grand Jury's Inquiry Report of February 26, 1991, and at the direction of the Budget and Administrative Committees.

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.

*Day* Duly passed and approved this 18th day of March, 1991  
Attested: B. Ferguson Date: 3-18-91 Wm. H. "John" McKamey 3-18-91  
County Clerk County Executive

INTRODUCED BY COMMISSIONER Harr ESTIMATED COST: \_\_\_\_\_  
SECONDED BY COMMISSIONER Ferguson FUND: \_\_\_\_\_

COMMITTEE ACTION:	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEFERRED</u>	<u>DATE</u>
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION	<u>{AYE }</u>	<u>{NAY }</u>	<u>{PASS }</u>	<u>{ABSENT}</u>	<u>{TOTAL}</u>
Roll Call	<u>21</u>	_____	_____	_____	<u>3</u>
Voice Vote	_____	_____	_____	_____	_____

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL

B. Structural Integrity and Security

During the Grand Jury tours and inspections of the jail, we did not observe any indications of settlement or foundation failure. In our opinion the Jail is structurally sound with no abnormal or material settlement and the security of the structure is not compromised.

There has been much discussion and concern regarding the cracks along mortar joints of the concrete block interior wall of the second floor cell-block area. There seemed to be a consensus of the Architect, Structural Engineer and General Contractor as to the cause of the cracks. One proposed fix by the General Contractor and Structural Engineer was; remove mortar from cracked joints and fill with elastomeric material thus allowing expansion and contraction. We recommend that before any fix is attempted that the County engage a professional engineer, specializing in masonry design and construction to analyze and evaluate the problems and recommend a fix.

C. Design Configuration and Functional Layout (Traffic patterns, security area effectiveness and operational cost effectiveness)

It appears to us based on personal observations and comments heard from the Sheriff's Department that the layout of the jail and the resulting traffic patterns leave much to be desired in regard to security area effectiveness and operational cost effectiveness. These functional/configuration deficiencies could have and probably did result from the "process and inputs", (or the lack thereof) to the architect during the schematic/functional design phase of the jail project. It was reported to the Grand Jury that there were many parties, i.e. County, State, Federal agencies and committees involved in the project which extended over a prolonged period of time and took numerous turns. During this prolonged project planning period, personnel representing the parties changed, as did the regulations and guidelines.

It appears that knowledgeable expert inputs were lacking, conflicting, or not timely considered, coordinated and/or accepted during the schematic/functional design phase of the project. Effective "design review" input by the Sheriff's Department (jail operators) and those charged with maintenance of the jail may have been lacking. It also must be recognized that the Sheriff's Department (jail operators) today is substantially different than the Sheriff's Department that was involved (more or less) during the design and construction of the jail.

The above information and discussion is probably academic because the jail exists as it was built and corrections in design configuration and functional layout are not feasible. However, it can be hoped that the County will learn from its experience on this jail project so that future projects can be carried out more satisfactorily and cost effectively for the benefit of Sullivan County citizens.

This report was prepared by Robert Kamber and Terry L. Payne, along with other members of the Grand Jury and is respectfully submitted on behalf of the Grand Jury.

DATED: Feb. 26, 1991

TO THE HONORABLE Wm. H. "JOHN" MCKAMEY, COUNTY EXECUTIVE, AND THE MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN Regular SESSION THIS THE 18th DAY OF March 1991.

RESOLUTION AUTHORIZING Transfer Funds to Cover Operational Expenditure of the Circuit Court Clerk's Office

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 18th day of March 1991.

THAT WHEREAS, The expenditures of the Circuit Court clerk's office exceeded the budgeted amounts for FY 1990-1991; and

WHEREAS, This is due to the increase in the cost of postage, printing of special docket supplies and increase volume of required docketing; therefore

BE IT RESOLVED, That the following transfer be approved:

REDUCE 53101.100 \$8,000.00

REDUCE 53101.700 1,000.00

INCREASE 53101.300 8,000.00

INCREASE 53101.400 1,000.00

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

This resolution shall become effective on \_\_\_\_\_, 1991, the public welfare requiring it.

Duly passed and approved this 18th day of March, 1991

*Gay*

Attest: B. Ferguson Date: 3-18-91 Wm. H. "John" McKamey Date: 3-18-91

County Clerk County Executive

INTRODUCED BY COMMISSIONER Ferguson ESTIMATED COST: \_\_\_\_\_

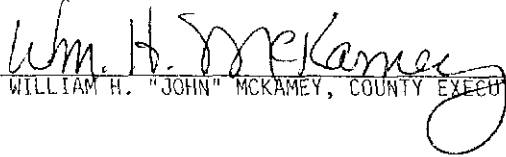
SECONDED BY COMMISSIONER McConnell FUND: \_\_\_\_\_

COMMITTEE ACTION:	APPROVED	DISAPPROVED	DEFERRED	DATE
Administrative	_____	_____	_____	_____
Budget	_____	_____	_____	_____
Executive	_____	_____	_____	_____

COMMISSION ACTION	{AYE}	{NAY}	{PASS}	{ABSENT}	{TOTAL}
Roll Call	21				3
Voice Vote					

COMMENTS: WAIVER OF RULES PASSED 3/18/91 ROLL CALL

AND THEREUPON COUNTY COMMISSION ADJOURNED TO MEET AGAIN IN REGULAR  
SESSION, APRIL 15, 1991.

  
WILLIAM H. "JOHN" MCKAMEY, COUNTY EXECUTIVE

