

COUNTY COMMISSION- REGULAR SESSION

MARCH 21, 2011

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, MARCH 21, 2011, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE STEVE GODSEY, COUNTY MAYOR, TERESA JACOBS, DEPUTY COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by Mayor Steve Godsey. Sheriff Wayne Anderson opened the commission and Comm. Joe Herron gave the invocation. The pledge to the flag was led by Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

	BRIAN K. BOYD
LINDA K. BRITTENHAM	"MOE" BROTHERTON
DARLENE CALTON	JOHN K. CRAWFORD
O. W. FERGUSON	JOHN GARDNER
TERRY HARKLEROAD	JOE HERRON
BAXTER HOOD	DENNIS HOUSER
MATTHEW J. JOHNSON	BILL KILGORE
DWIGHT KING	ED MARSH
WAYNE MCCONNELL	RANDY MORRELL
BOB NEAL	MICHAEL B. SURGENOR
R. BOB WHITE	EDDIE WILLIAMS

21 PRESENT 3 ABSENT (ABSENT-ARMSTRONG, BOOMERSHINE, BOWERY)

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

Motion was made by Comm. Morrell and seconded by Comm. Calton to approve the minutes of the February 22, 2011 Regular Session of County Commission. Said motion was approved by voice vote.

SULLIVAN COUNTY, TENNESSEE

PROCLAMATION

To Recognize Dennis R. Phillips As Honorary Mayor Of Sullivan County For March 21, 2011

Whereas, Dennis Phillips was born in Burnsville, North Carolina, and served his country in the U. S. Air Force from 1963 through 1967. He and his wife, Bobbie Hayes Phillips, have one son, David; and

Whereas, Dennis Phillips moved to Kingsport in 1967 and joined Western and Southern Life Insurance Company. He subsequently was employed by Kingsport National Bank in 1968. In 1974 he became a loan officer for the Bank of Tennessee, and later became Vice-President, President, and C.E.O. of the Bank of Tennessee; and

Whereas, Dennis Phillips was appointed Commissioner of Banking for the State of Tennessee in 1987 by then Governor Ned Ray McWherter; and

Whereas, Dennis Phillips is a successful entrepreneur having started and maintained three small businesses in Kingsport beginning in 1990 – all of which are now thriving in the downtown area; and

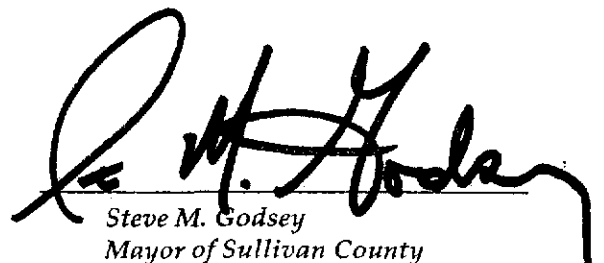
Whereas, Dennis Phillips is civic minded in dedicating time and finances to the betterment of the City of Kingsport. He was elected to the office of Mayor of Kingsport in May of 2005, and re-elected to that position in 2007 and 2009; and

Whereas, Dennis Phillips has a heart for the needs of others, and on February 12, 2011, he was the top bidder in a silent auction sponsored by CASA's Red Shoe Gala at the MeadowView Conference Center in Kingsport to win Honorary Mayor of Sullivan County for a day. The contribution to CASA helps provide help to 190 neglected children in our area who need a court appointed special advocate to assist their successful journey into adulthood.

Now, therefore, I, Steve Godsey, Mayor of Sullivan County, and the Sullivan County Board of Commissioners, do hereby commend Dennis R. Phillips for his good citizenship and service to Sullivan County Tennessee, and take pleasure in congratulating him as Honorary Sullivan County Mayor of the Day!

In witness whereof, I have hereunto set my hand and caused this seal of the County of Sullivan to be affixed this 21st day of March 2011.




Steve M. Godsey
Mayor of Sullivan County



SULLIVAN COUNTY, TENNESSEE

PROCLAMATION

To Proclaim March As National Athletic Training Month

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge, and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 32,000 members of the athletic training profession employed in the following settings:

Professional sports
Colleges and universities
High Schools
Clinics and hospitals
Corporate and industrial settings
Military branches; and

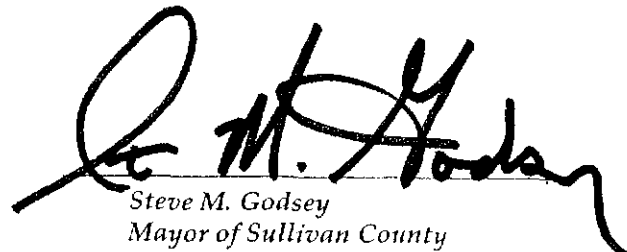
WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care with the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Board Of Commissioners and Sullivan County Mayor Steve Godsey, on behalf of the citizens of Sullivan County, do declare and proclaim March as National Athletic Training Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the County of Sullivan to be affixed this 21st day of March, 2011.




Steve M. Godsey
Mayor of Sullivan County



SULLIVAN COUNTY COMMISSION
 Public Comment Session
 Monday, March 21, 2011

PLEASE PRINT

	Name	Street Address	City & State	Please Check if Zoning Issue
1	Janice Gilliam	Northeast State CC	2425 Hwy 75 Blountville	
2	Matt DeLozier	" "	" "	
3	Missy Sturgill	CASA for Kids, Inc.	317 Shelby St. Kpt. TN	
4	Phil Ketron	Triton Insurance	1924 Highway 394, Suite L, Blountville	
5	Sandra Renard	505 Walnut Ave,	Kpt, TN 37660	
6	Shirlene Booker, Extension Office inviting the Commissioners to lunch			
7				
8				
9				
10				
11				
12				
13				
14				
15				

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

Notaries to be elected March 21,2011

MARGIE J. ADAMS	MICHELLE DIANE KETRON
MARY JANE ALLEY	BETTY PEARL KLEPPER
JONATHAN D. BROWN	KIMBERLY LEONARD
PATRICE CASTLE	TAMMY M. LETTERMAN
BRENDA G. CHASE	MARY MATTIODA
MITCHELL L. CLARK	GLENNA COLLEEN MCMAHAN
TINA COFFMAN-MOSS	SHERI L. MCRAE
ANGIE COWDEN	RICHARD L. MEADOWS
STEVEN GERALD CROSS	NADINE J. PEARMAN
KAREN DALE	RAYMOND E. PHILLIPS, JR.
ALAN B. DODSON	ALLYSON L REED
JULIE L. DYKES	WALTER H. SCHILLING, JR.
BRADLEY S. FRAYSIER	ELLEN S. SMITH
J. PAUL FRYE	TIM E. STRAYHORN
ALETHA JEAN GIBSON	EMILY NICHOLE TOMANELLI
ELAINE GRIFFITH	JAMIE LYNN UTSMAN
JONI D HITE	LEAH MICHELLE VOLLMERS
JAMES W. HOLMES	LISA C. WHITE
MARCELLUS HONEYCUTT	MARY R. WILSON
ANITA E. HOOKER	AMANDA L. WILSON
MICHELLE DAWN HUGHES	
KATRINA LEE HUNLEY	

PERSONAL SURETY
FAX 423-246-1361
RICHARD A. CLARK
ROY MATTHEWS JR.
BURKE POWERS INSURANCE
COMPANY
JAMES W. HOLMES
10000.00

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

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY
SURETY BONDS

MARCH 21, 2011

<u>NAME OF NOTARY</u>	<u>PERSONAL SURETY</u>	<u>PERSONAL SURETY</u>
JUDY C. BLALOCK	BILL BLYTHE, JR.	MARILYN ROBINETTE
JASON COLE BOOHER	MELINDA LIGON	SANDRA MAY
JOHN E. BLAND	JASON WEBB	JONATHAN PIERCE
KATHLEEN CAUDILL	BERYL LYON	DON FRIESLAND
DONALD W. COLE	MARIE COLE	MICHAEL COLE
DONA DYE	SARAH FLEENOR	DREAMA PARSONS
KATHY JOHNSON	TERESA NELSON	CANDI BLAIR
BRIGETTE MINNICK	ERIC COMBS	BRANDIE SHORT
ROBYN LYNN SPROLES	DELORES ANSHUTZ	JAMES RATLIFF
JOHNNY GLENN TRAVIS	ORA SHIPLEY	NEAL MORRELL

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

AGENDA
Sullivan County Board of County Commission

March 21, 2011

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, March 21, 2011 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

NO REZOINGS

QUESTIONS BEFORE THE COMM.

NAMES OF COMMISSIONERS	No. Roll Call		No. Approve Minutes		No. Approve Minutes		No.		No.		No.		No.		No.		No.		
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	
Armstrong	A				A														
Boemershine	A				A														
Bowery	A				A														
Boyd	✓				✓														
Brittenham	✓				✓														
Brotherton	✓				✓														
Calton	✓				✓														
Gawford	✓				✓														
Jerguson	✓				✓														
Gardner	✓				✓														
Hackleroad	✓				✓														
Henson	✓				✓														
Hood	✓				✓														
Houser	✓				✓														
Johnson	✓				✓														
Kilgore	✓				✓														
King	✓				✓														
Marsh	✓				✓														
McConnell	✓				✓														
Marrell	✓				✓														
Neal	✓				✓														
Surgemor	✓				✓														
White	✓				✓														
Williams	✓				✓														

21 Abs 21 Aye 21 Aye
3 Abs 3 Abs 3 Abs

King at 9:04

Resolutions

QUESTIONS BEFORE THE COMMN.

NAMES OF COMMISSIONERS	1		2		3		4		5		6		No.		No.		No.		No.	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
Marsh			✓				P		✓		✓									
McConnell			✓				✓		✓		✓									
Marrell			✓				✓		✓		✓									
Neal			✓				✓		✓		✓									
Sugener			✓				✓		✓		✓									
White			✓				✓		✓		✓									
Williams			✓				✓		✓		✓									
Armstrong					A		A		A		A									
Boomershine					A		A		A		A									
Bowery					A		A		A		A									
Boyd			✓		✓		✓		✓		✓									
Brittenham			✓		✓		✓		✓		✓									
Brotherton			✓		✓		✓		✓		✓									
Calton			✓		✓		✓		✓		✓									
Crawford			✓		✓		✓		✓		✓									
Ferguson			✓		✓		✓		✓		✓									
Gardner			✓		✓		✓		✓		✓									
Harklehead			✓		✓		✓		✓		✓									
Herron			✓		✓		✓		✓		✓									
Hood			✓		✓		✓		✓		✓									
Houser			✓		✓		✓		✓		✓									
Johnson			✓		✓		✓		✓		✓									
Kilgore			✓		✓		✓		✓		✓									
King			✓		✓		✓		✓		✓									

21 Aye 20 Aye 21 Aye 21 Aye
 3 Abs 1 Pass 3 Abs 3 Abs
 3 Abs

TIONS BEFORE THE COMM.

NAMES OF COMMISSIONERS	No. 7		No. 8		No. 9		No. 10		No. 11		No. 12		No. 13		No. 14	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
McConnell				✓		✓				✓		✓				
Maxwell				✓		✓				✓		✓				
Neal				✓		✓				✓		✓				
Surgenor				✓		✓		-		✓		✓				✓
White				✓		✓				✓		✓				
Williams				A		✓				✓		✓				
Armstrong	A		A		A		A		A		A		A			
Boomershine	A		A		A		A		A		A		A			
Bowery	A		A		A		A		A		A		A			
Boyd				✓		✓				✓		✓				
Brittonham				✓		✓			✓ ⁴		✓		✓			
Brotherton				✓		✓			P		✓		✓			
Celton				✓		✓			✓		✓		✓			
Crawford				✓		✓			✓		✓		✓			
Ferguson				✓		✓			✓		✓		✓			
Gardner				✓		✓			✓		✓		✓			
Harkness				✓		✓			✓		✓		✓			
Herron				✓		✓			✓		✓		✓			
Hood				✓		✓			✓		✓		✓			
Houser				✓		✓			✓		✓		✓			
Johnson				✓		✓			✓		✓		✓			
Kilgore				✓		✓			✓		✓		✓			
King				✓		✓			✓		✓		✓			
Marsh				P		✓			✓		✓		✓			

19 Aye 21 Aye 18 Aye 20 Aye 20 Aye
 1 Pass 3 Abs 2 Nay 1 Nay 1 Nay
 4 Abs 1 Pass 3 Abs 3 Abs
 3 Abs

QUESTIONS BEFORE THE COMMN. 15 16 17 18 19 20 21 22

NAMES OF COMMISSIONERS	No. 15		No. 16		No. 17		No. 18		No. 19		No. 20		No. 21		No. 22	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
Morrill	✓				✓											
Neal	✓				✓											
Sugener	✓				✓											
White	✓				✓											
Williams	✓				✓											
Armstrong	A				A											
Boomerick	A				A											
Bowery	A				A											
Boyd	✓				✓											
Brittenham	✓				✓											
Brotherton	✓				✓											
Calton	✓				✓											
Crawford	✓				✓											
Ferguson	✓				✓											
Laudner	✓				✓											
Hullerood	✓				✓											
Herron	✓				✓											
Hood	✓				✓											
Houser	✓				✓											
Johnson	✓				✓											
Kilgore	✓				✓											
King	✓				✓											
Marsh	✓				✓											
McConnell	✓				✓											
	21 Aye				21 Aye											
	3 Abs				3 Abs											

Adjourned @ 11:55
 Motion by White
 2nd - Crawford

RESOLUTIONS ON DOCKET FOR MARCH 21, 2011

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	NO REZONING NO ACTION TAKEN
#2 REGARDING ELECTION REDISTRICTING IN TENNESSEE COUNTIES	WITHDRAWN 03-21-11
#3 REQUESTING THE GRANTING OF THE MAPLEWOOD STREET PARTIAL ROAD CLOSURE AND ALTERATION NEAR SULLIVAN BAPTIST CHURCH, SULLIVAN ELEMENTARY AND MIDDLE SCHOOLS	APPROVED 03-21-11
#4 AMEND THE SULLIVAN COUNTY HEALTH DEPT. BUDGET FOR WOMEN INFANT CHILDREN'S PROGRAM(WIC) CONTRACT IN THE AMOUNT OF \$234,255	APPROVED 03-21-11
#5 AMEND THE GENERAL FUND APPROPRIATIONS FOR COURTROOM SECURITY ACCOUNT FOR 2010-2011 FY FUNDED FROM SPECIAL LITIGATION TAX	APPROVED 03-21-11
#6 AMEND THE GENERAL FUND APPROPRIATIONS FOR PUBLIC DEFENDER'S ACCOUNT FOR 2010-2011 FY FUNDED FROM SPECIAL LITIGATION TAX	APPROVED 03-21-11
#7 BATTLE OF BLOUNTVILLE MILITARY STATE PARK EXECUTIVE STEERING COMMITTEE TO CONDUCT A FEASIBILITY STUDY IN CONJUNCTION WITH THE SULL. CO. DEPT. OF ARCHIVES AND TOURISM FOR IMPLEMENTATION OF A BATTLE OF BLOUNTVILLE MILITARY STATE PARK	APPROVED 03-21-11
#8 AUTHORIZING LIAISON COMMITTEE FOR THE BATTLE OF BLOUNTVILLE MILITARY STATE PARK	APPROVED 03-21-11
#9 AMEND THE 2010-2011 GENERAL PURPOSE SCHOOL BUDGET FOR THE EDUCATION JOBS FUNDS GRANT IN THE AMOUNT OF \$806,165.00	APPROVED 03-21-11
#10 REQUEST FOR UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT	APPROVED 03-21-11
#11 IMPLEMENT THE "2011 COST OF PERSONNEL REDUCTION PLAN" TO REDUCE THE PERSONNEL AND BENEFITS COST OF SULLIVAN COUNTY GOVERNMENT	APPROVED 03-21-11

#12 SUPPORT CITIZENS OF SULLIVAN COUNTY IN AN EFFORT TO PREVENT CRIME AND AS A DETERRENT OF ILLEGAL ACTIVITY WITH NEIGHBORHOOD WATCH SIGNS	APPROVED 03-21-11
#13 SUPPORT TENNESSEE HB 1621 (SB 1257) REGARDING LOCAL GOVERNMENT AUTHORIZATION FOR LICENSING CERTAIN ALL-TERRAIN VEHICLES (ATV'S)	APPROVED 03-21-11
#14 APPOINT DON COLE TO THE SHERIFF'S WORK RELEASE COMMISSION	1 ST READING 03-21-11
#15 AMEND THE 2010-2011 GENERAL PURPOSE SCHOOL BUDGET FOR THE ADDITIONAL FUNDING RECEIVED FROM KING PHARMACEUTICAL IN THE AMOUNT OF \$5,000.00	APPROVED 03-21-11
#16 AUTHORIZING AN ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT UP TO \$5M WITH THE TENNESSEE ENERGY EFFICIENT SCHOOLS COUNCIL	1 ST READING 03-21-11
#17 AMEND THE HIGHWAY FUND REVENUES BY \$180,653 TO MEET THE STATE MAINTENANCE OF EFFORT TEST (DUE TO THE DECLINE IN THE ECONOMY)	APPROVED 03-21-11
#18 AUTHORIZE AN EMPLOYER PARTICIPATING IN THE TN CONSOLIDATED RETIREMENT SYSTEM TO DISCONTINUE THE NONCONTRIBUTORY PROVISIONS OF T.C.A. 8-34-206 IN ACCORDANCE WITH CHAPTER 569 OF THE TENNESSEE PUBLIC ACTS OF 2009	1 ST READING 03-21-11
#19 ACCEPT PROPOSAL FROM THE TN DEPT OF TRANSPORTATION DESIGNATED AS FED. PROJECT NUMBER STP-NHE-34 (66), STATE PROJECT NUMBER 82003-2267-14, S.R. 34 (US-11E) INTERCHANGE AT S.R. 37 (US-19E)	1 ST READING 03-21-11
#20 AUTHORIZING LEASE AGREEMENT BETWEEN SULL. CO., TN AND SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC. FOR LEASE OF CURRENT SULL. COUNTY ANIMAL SHELTER FACILITY	1 ST READING 03-21-11
#21 AMEND THE GENERAL FUND BUDGET FOR 2011 FY BY \$24,000 TO INCREASE THE APPROPRIATIONS FOR THE U.T. EXTENSION OFFICE TO TEMPORARILY CONTINUE THE FUNDING OF A POSITION BEING TERMINATED DUE TO BUDGET REDUCTIONS FOR THAT AGENCY	1 ST READING 03-21-11

Sullivan County, Tennessee
Board of County Commissioners

Item 1
No. 2011-03-00

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March 2011.

RESOLUTION To Consider Amendments to the Sullivan County Zoning Resolution

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

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

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

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

Duly passed and approved this 21st day of March 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsor: John Crawford
Prime Co-Sponsor(s): O.W. Ferguson

2011-03-00	County Commission
ACTION	No Rezonings no action taken

Comments:

Sullivan County, Tennessee
Board of County Commissioners

Item 2
Executive
No. 2010-09-92

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of September 2010.

RESOLUTION Regarding Election Redistricting In Tennessee Counties

WHEREAS, the Tennessee Constitution in Article VII, Section 1 provides for the election of a county legislative body in each county which should equally represent all areas of the county. The county legislative body shall be composed of representatives from districts in the county as drawn by the county legislative body pursuant to statutes enacted by the General Assembly. Districts shall be reapportioned at least every ten (10) years based upon the most recent federal census; and

WHEREAS, T.C.A. SS5-1-110 through 5-1-112 requires the county legislative body of each county to meet at least once every ten years for the purpose of adopting a plan of reapportionment. By a majority vote of the membership, each county legislative body is to change the boundaries of districts, redistrict the county entirely, or increase or decrease the number of districts; and

WHEREAS, T.C.A. S5-1-111 requires local governments to use the latest federal census in drawing local legislative districts; and

WHEREAS, a reapportionment committee needs to be formed by the county legislative body for the purpose of developing the plan of redistricting; and

WHEREAS, the reapportionment committee by using the latest federal census, shall be responsible for determining the population in each voting precinct and then group these into reasonably compact and contiguous districts with substantially equal population and representation.

NOW THEREFORE BE IT RESOLVED that a committee of six commissioners be appointed and approved by a majority vote of the full commission to develop no less than two alternate plans of redistricting commission districts in Sullivan County.

BE IT FURTHER RESOLVED that every commission district (9 to 25) be assigned no more than one legislative seat per district.

BE IT FURTHER RESOLVED that the reapportionment committee/county legislative body obtain assistance in developing reapportionment plans from the County Technical Assistance Service, the Department of Economic and Community Development's Division of Local Planning, or the Comptroller of the Treasury's Office of Local Government.

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

Approved this _____ day of _____ 2010.

Attested: _____
Jeanie Grammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Michael Surgenor
Prime Co-Sponsor(s): Dennis Houser

2010-09-92	Administrative	Budget	Executive	County Commission
ACTION	No Action 10-4-10; Deferred By Sponsor 11-1-10; Deferred 12-6-10; Deferred 1-10-11; No Action 2-7-11; No Action 3-7-11	Deferred 10-7-10, No Action 11-9-10, No Action 12-2-10, No Action 1-13-11, No Action 2-10-11, No Action 3-10-11	No Action 10-5-10, Deferred 11-3-10, No Action 12-7-10, No Action 1-4-11, Deferred 2-1-11, Deferred 3-1-11	

Notes: 1st Reading 09-20-10; Deferred 10-18-10; Deferred 11-15-10; Deferred 12-20-10;
Deferred 01-18-11; Deferred 02-22-11; **Withdrawn 03-21-11.**

Sullivan County, Tennessee
Board of County Commissioners

Item 3
Executive
No. 2011-02-11

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION Requesting The Granting Of The Maplewood Street Partial Road Closure And Alteration Near Sullivan Baptist Church, Sullivan Elementary And Middle Schools For Purposes Of Redeveloping The Church Facilities And Parking Areas; Relieving Safety Issues With Pedestrian Mobility For The Church Members And Students; And Decreasing Cut-through Traffic Along This Sharp Turn, As Illustrated More Specifically On The GIS Maps Of The Site And Site Plan Produced By The Architect (See Attached Exhibits);

WHEREAS the original publicly maintained road right-of-way was substandard in design regarding a sharp curve and narrow pavement width; and

WHEREAS the Sullivan Baptist Church is the owner of the properties on both sides of this portion of Maplewood Street where the proposed cul-de-sac would be and have agreed to dedicate additional right-of-way and construct the necessary cul-de-sac as per the site plan prepared by GRC Construction Services in coordination with Spoden & Wilson surveying and engineering services; and

WHEREAS no other property owners are involved by the right-of-way swap; and

WHEREAS the majority of the neighborhood residents have signed the petition in agreement of this road alteration (see attached petition); and

WHEREAS favorable recommendations were obtained by the Sullivan County Highway Department and the Sullivan County school administrators of both the Sullivan Elementary and Sullivan Middle schools as the proposed Maplewood Street cul-de-sac design would not disrupt traffic flow or school bus routes as the existing public streets offer more suitable traffic routes; and

WHEREAS the Kingsport Regional Planning Commission has forwarded a favorable recommendation for this request as heard during their January 20, 2011 regular public meeting; and

WHEREAS the newly aligned road will be beneficial to the general public regarding safety;

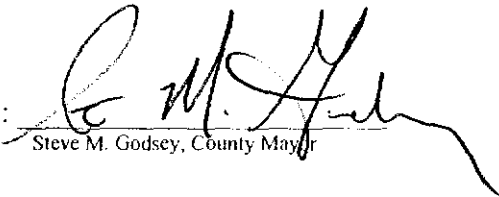
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County hereby **APPROVE** the construction by Sullivan Baptist Church of a permanent cul-de-sac as a new terminus of Maplewood Street according to the attached site plan and the rules and regulations of the Kingsport Regional Planning Commission and the Sullivan County Highway Department, and that Sullivan Baptist Church transfer to Sullivan County by quitclaim deed any and all right-of-way associated with and necessary for the dedication of said cul-de-sac as a county road.

AND BE IT FURTHER RESOLVED that the remaining portion of Maplewood Street defined as being surrounded on both sides by property belong to Sullivan Baptist Church with its beginning being the end of the right-of-way for the constructed cul-de-sac as described above and its ending being the intersection of Garland Avenue, all of which as shown in the attached site plan, BE and HEREBY IS permanently closed and abandoned by Sullivan County and that Sullivan County shall transfer any and all interest it has in such closed and abandoned portion of Maplewood Street to Sullivan Baptist Church by quitclaim deed.

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

Approved this 21st day of March, 2011.

Attested: 
 Jeanie Gammon, County Clerk

Approved: 
 Steve M. Godsey, County Mayor


Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Darlene Calton

2011-02-11	Administrative	Budget	Executive	County Commission
ACTION	No Action 2-7-11; Approved 3-7-11	No Action 2-10-11, Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 21 Aye, 3 Absent

Notes: 1st Reading 02-22-11;

Res # 3
Attachment

**Additional
Information
For
Resolution
No. 2011-02-11**



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

ALLAN D. POPE
Commissioner of Highways

(423) 279-2820
Fax (423) 279-2876

Ambre Torbett
Planning Director
Sullivan County

1-18-11

Sullivan County Highway Departments has no objections to the proposed closing and relocation of Maplewood Drive at the Sullivan Baptist Church Property.

Terry Shaffer



Commissioner of Highways

Ambre Torbett

From: Weems, Ken [KenWeems@KingsportTN.gov]
Sent: Friday, January 21, 2011 8:25 AM
To: Ambre Torbett
Subject: sullivan baptist road closure report and slides
Attachments: sull bap rd closure report.docx; sb rd closure pp.pptx

Hi Ambre!

Please find my report and pp slides attached. Last night, the KRPC voted to send a positive recommendation to the County Commission to close Maplewood Street as requested.

Ken Weems, Planner
City of Kingsport
O: 229-9368, C: 782-0116
Visit www.KingsportDeals.com

**ROAD CLOSURE RECOMMENDATION REPORT
MAPLEWOOD STREET
File No.: 10-201-00084**

TO: Kingsport Regional Planning Commission

FROM: Ken Weems, Planner

DATE: January 20, 2011

APPLICANT: Sullivan Baptist Church, Property Owner

REQUEST: County road closure in the vicinity of Maplewood Street and Bluegrass Drive, terminating Maplewood Street with a cul-de-sac. The applicant proposes the closing of the road, which will enable the Church to provide more parking for its members. A proposed site plan is attached for the Commission's review. Notices of this action were sent to each of the effected property owners and posted in the Times-News, containing notification of the date of Planning Commission consideration.

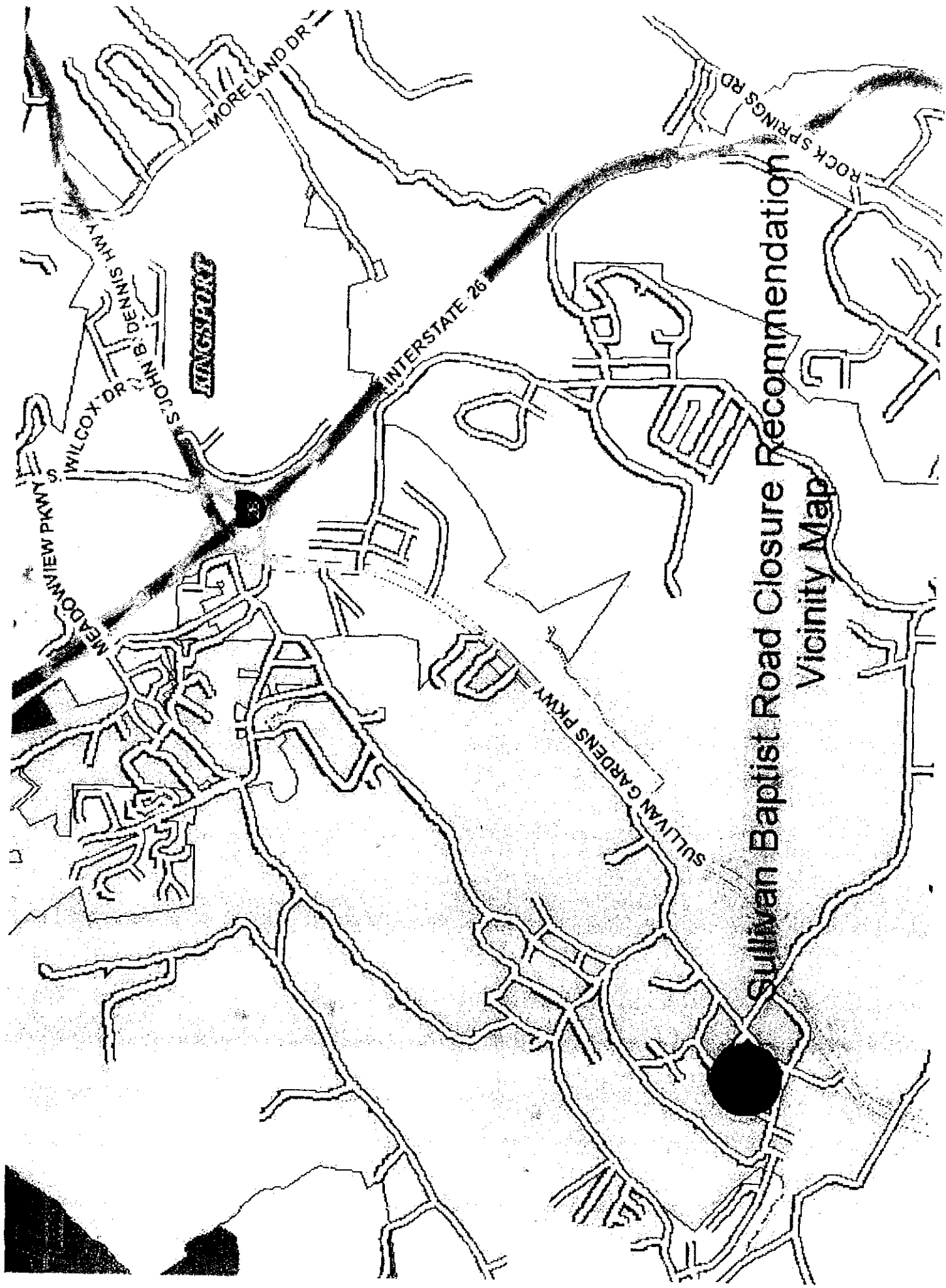
OPTIONS: The Planning Commission's options are as follows:

1. Approve the road closure request, sending a favorable recommendation to the Sullivan County Commission.
2. Disapprove the road closure request and state the reasons for denial in writing, thus sending an unfavorable recommendation to the Sullivan County Commission.
3. Postpone action pending receipt of additional information.

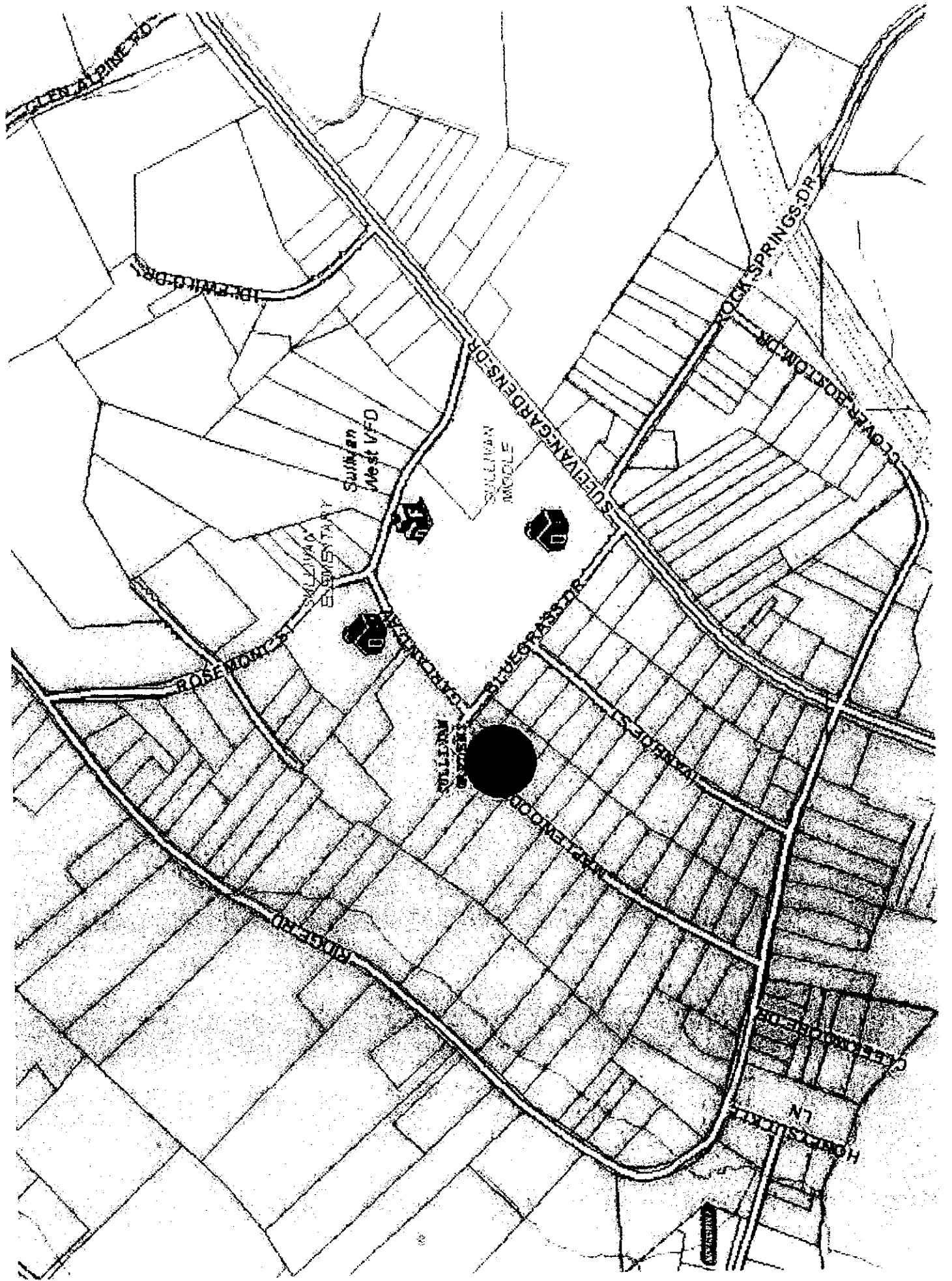
STAFF

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

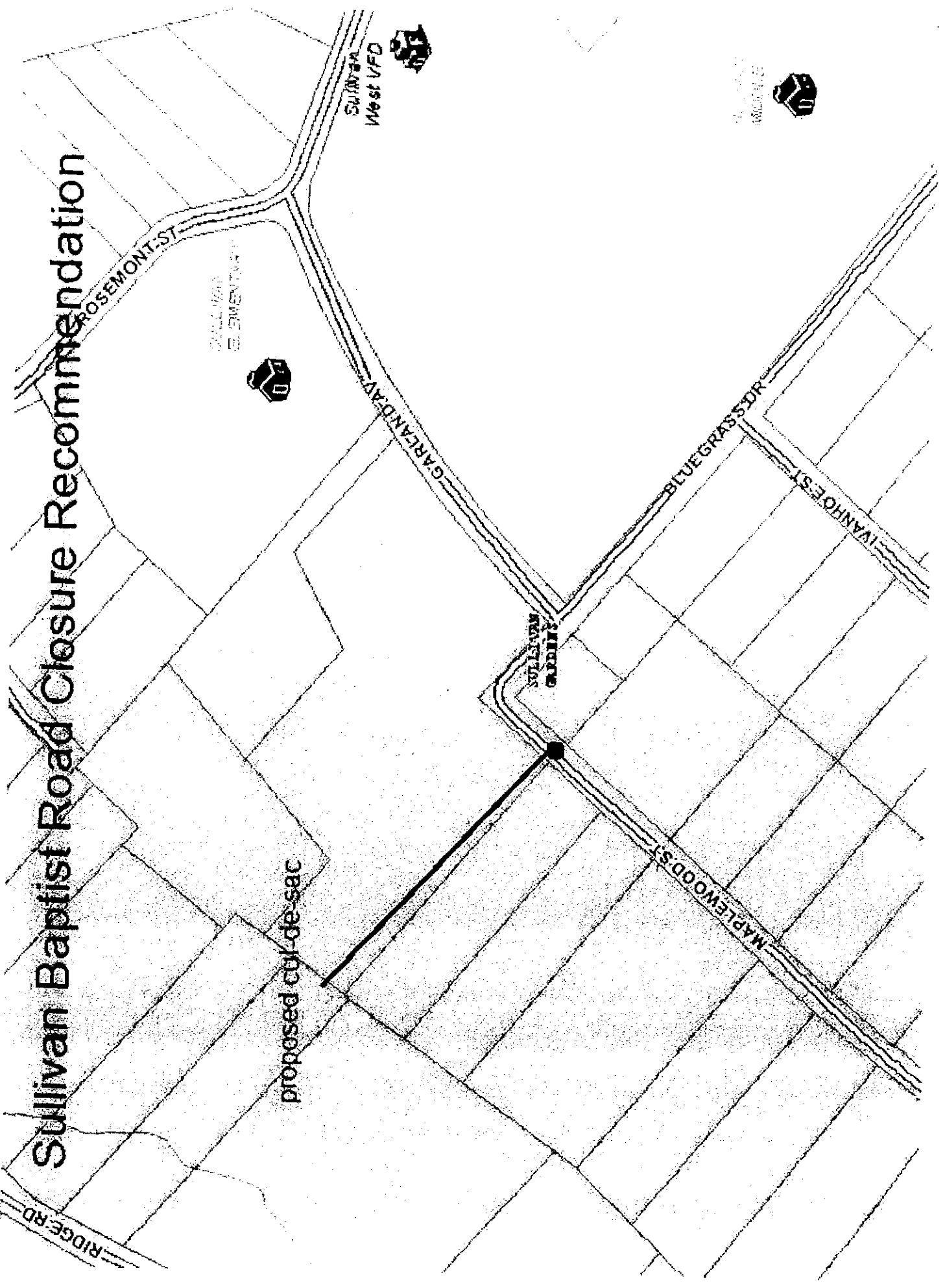
The Sullivan County Highway Department, Sullivan West Volunteer Fire Department, County School System, and majority of affected property owners do not object to or find the proposed road closure favorable.

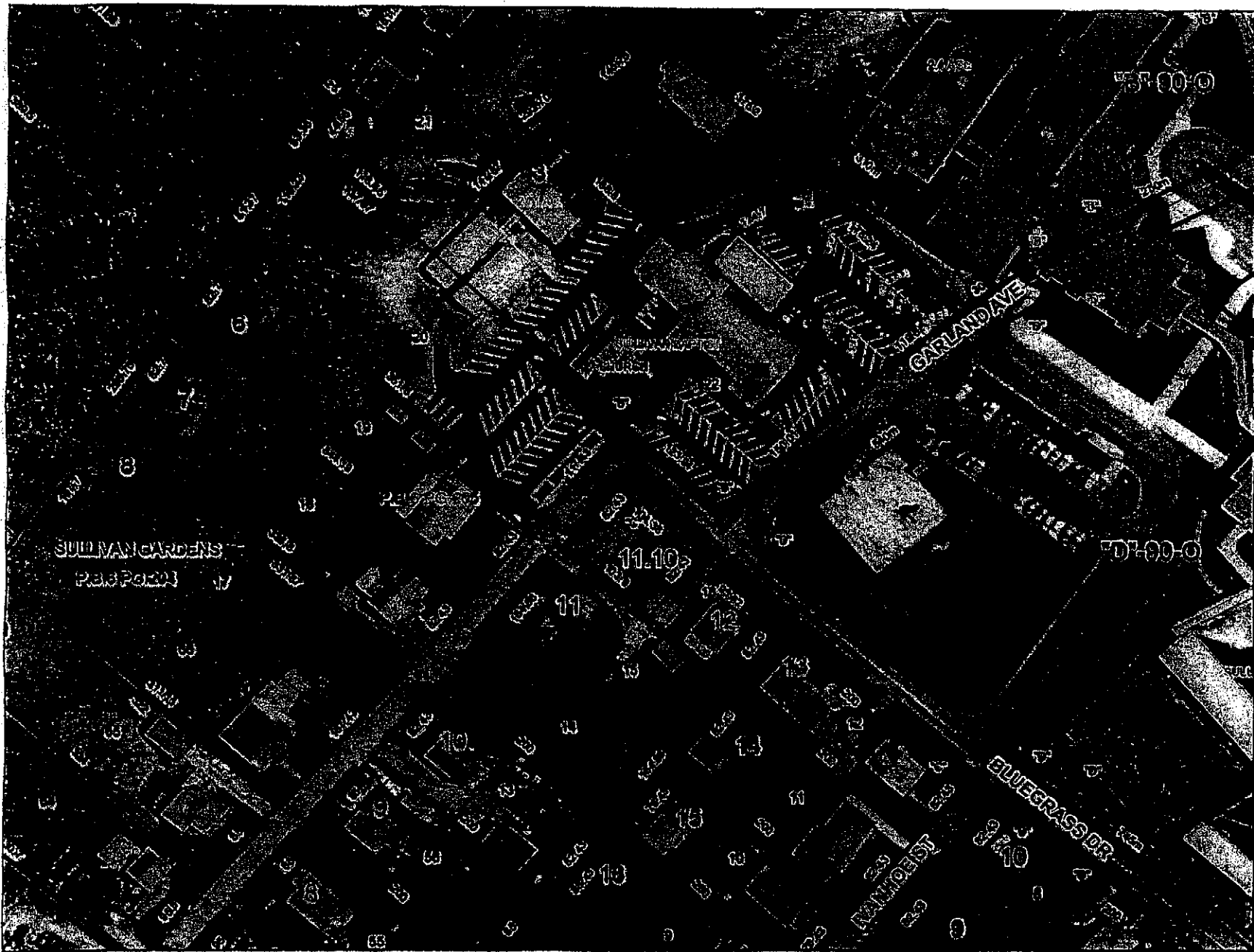


**Sullivan Baptist Road Closure Recommendation
Vicinity Map**



Sullivan Baptist Road Closure Recommendation







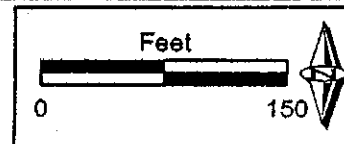


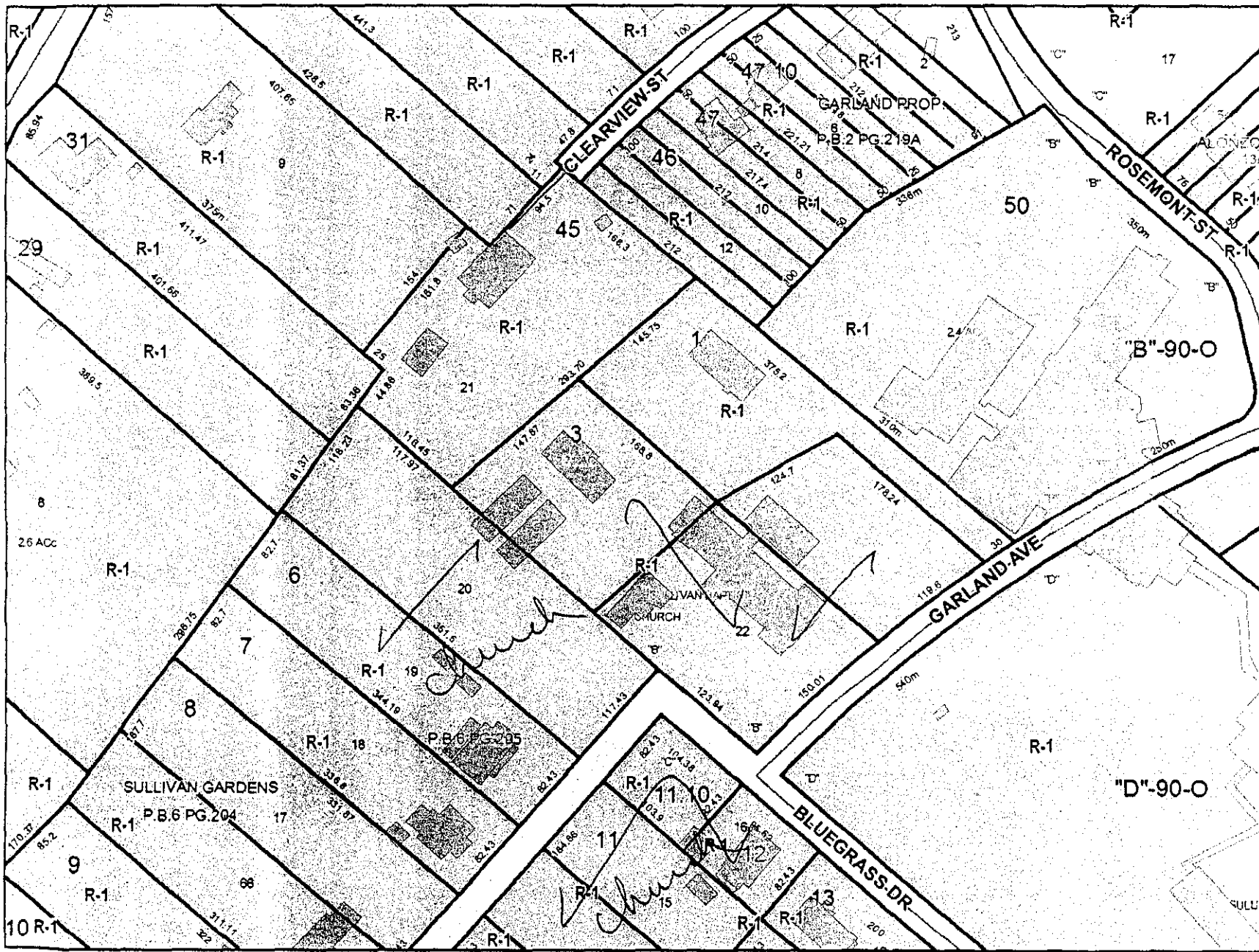
— Streets
 ■ Lot Lines
 ■ Parcel Lines
 2008 - Color Image



**Sullivan County,
 Tennessee**

-  0.2 PCT Annual Chance Flood Hazard
-  Zone A - No Base Flood Elevations Determined
-  Zone AE - Base Flood Elevations Determined
-  FloodWay Areas in Zone AE



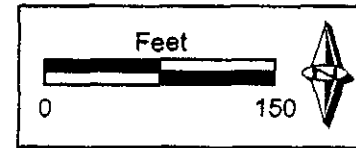


- Streets
- Lot Lines
- Parcel Lines
- Zoning
- A-1
- A-2
- AR
- B-1
- B-2
- B-3
- B-4
- Bluff City
- Bristol
- Johnson City
- Kingsport
- M-1
- M-2
- PBD-3
- PBD/SC
- PMD-1
- PMD-2
- ▨ PUD
- R-1
- R-2
- R-2A
- R-3
- R-3A
- R-3B
- Water



**Sullivan County,
Tennessee**

- 0.2 PCT Annual Chance Flood Hazard
- Zone A - No Base Flood Elevations Determined
- Zone AE - Base Flood Elevations Determined
- ▨ FloodWay Areas in Zone AE







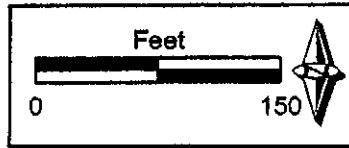


— Streets
 — Lot Lines
 □ Parcel Lines
 2008 - Color Image



**Sullivan County,
 Tennessee**

-  0.2 PCT Annual Chance Flood Hazard
-  Zone A - No Base Flood Elevations Determined
-  Zone AE - Base Flood Elevations Determined
-  FloodWay Areas In Zone AE



3/31/09

PLANNING

NOV 16 2010

SULLIVAN COUNTY
LAND USE OFFICE

**WAIVER/RELEASE OF DAMAGES ASSOCIATED WITH
CLOSURE, ABANDONMENT, CHANGE AND/OR TRANSFER
OF ADJACENT COUNTY ROAD AND/OR RIGHT-OF-WAY**

I/We Sullivan Baptist Church
(Name of Owner(s))

being owner(s) of land touched by the highway, road, and/or right-of-way proposed to be closed, abandoned, changed, and/or transferred to others by Sullivan County, Tennessee,

being more particularly described as Maplewood Street and Bluegrass
(Description of Highway, Road, Right-of-Way)

Drive within boundaries of Sullivan Baptist Church

do hereby waive any and all claims for damages, past, present and future, known and unknown, that I/We might sustain by such closure, abandonment, change and/or transfer, and hereby release Sullivan County, Tennessee therefrom.

9
ANITA E. OVERBAY
10-10
Date
STATE OF TENNESSEE
NOTARY PUBLIC
SULLIVAN COUNTY
Anita E. Overbay

William A. Baskette
SIGNATURE OF OWNER

William A. BASKette
Printed Name of Owner

ANITA E. OVERBAY
STATE OF TENNESSEE
NOTARY PUBLIC
SULLIVAN COUNTY
Date Oct 3, 2010
Anita E. Overbay
Witness 4-19-12

Jerry W. Smith
SIGNATURE OF OWNER

Jerry W. Smith
Printed Name of Owner

ANITA E. OVERBAY
STATE OF TENNESSEE
NOTARY PUBLIC
SULLIVAN COUNTY
Date 10-4-10
Anita E. Overbay
Witness 4-9-12

Richard Riffe
Signature

Richard Riffe
Printed Name

NOV 16 2010

SULLIVAN COUNTY, TN
LAND USE OFFICE

**WAIVER OF INTEREST IN ADJACENT SULLIVAN COUNTY
ROADS AND RIGHT-OF-WAYS, AND WAIVER/RELEASE
OF DAMAGES ASSOCIATED THEREWITH**

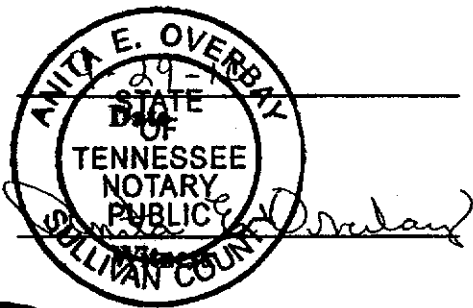
I/We Sullivan Baptist Church
(Name of Owner(s))

being owner(s) of land touched by the highway, road, and/or right-of-way proposed to be closed, abandoned, changed, and/or transferred to others by Sullivan County, Tennessee,

being more particularly described as Maplewood Street and Bluegrass
(Description of Highway, Road, Right-of-Way)

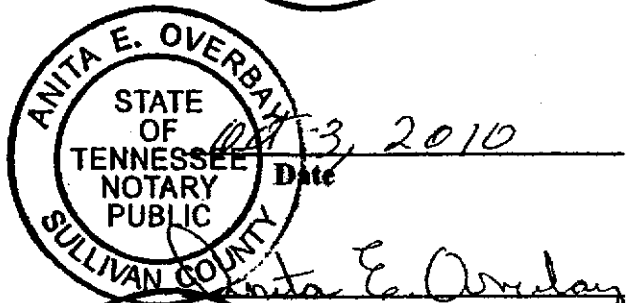
Drive located within boundaries of Sullivan Baptist

do hereby waive any and all interest which I/We may have in such highway, road, and/or right-of-way and do hereby waive any and all claims for damages, past, present and future, known and unknown, that I/We might sustain by such closure, abandonment, change and/or transfer, and hereby release Sullivan County, Tennessee therefrom.



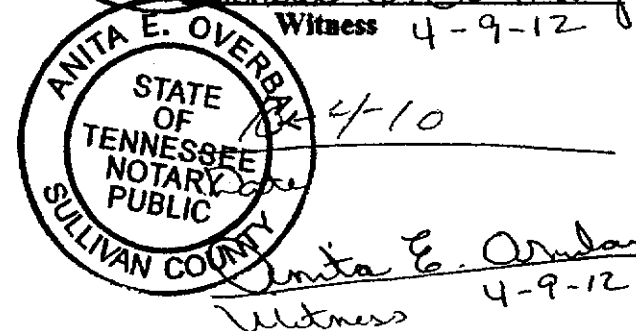
William A. Baskette
SIGNATURE OF OWNER

William A. BASKette
Printed Name of Owner

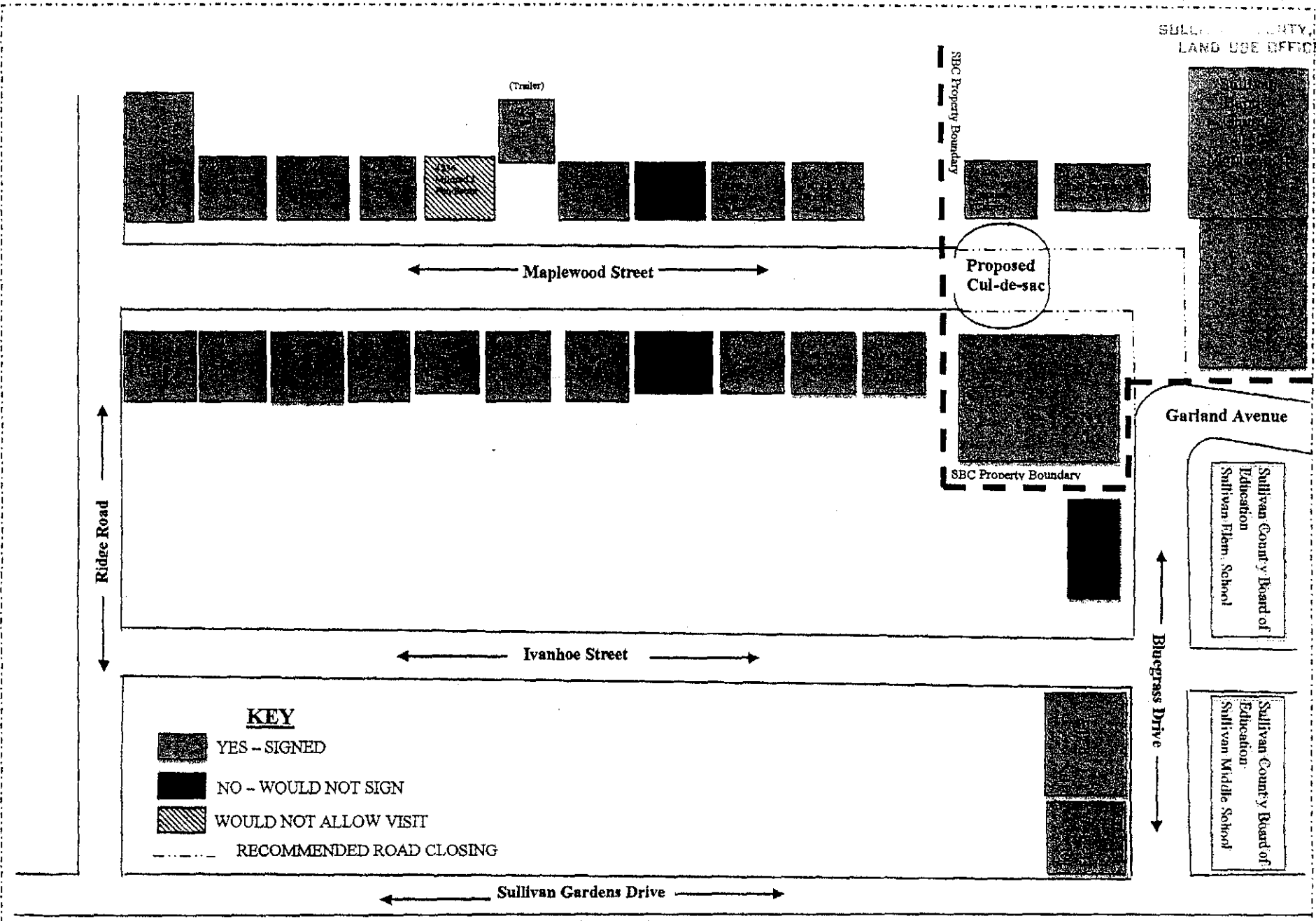


Jerry W. Smith
SIGNATURE OF OWNER

Jerry W. Smith
Printed Name of Owner



Richard W. Riffe
Signature
Richard Riffe
Printed Name

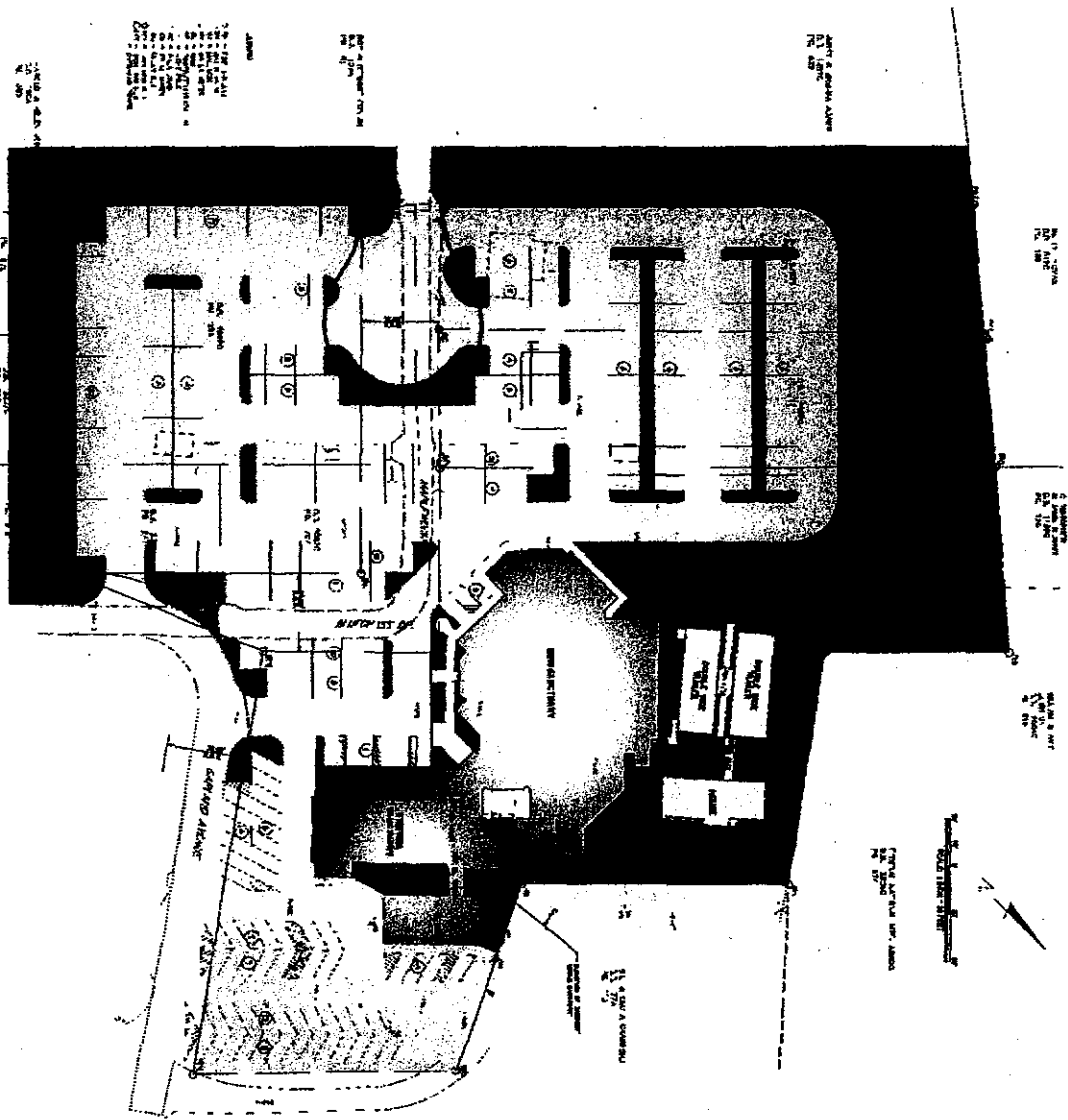


KEY

- YES - SIGNED
- NO - WOULD NOT SIGN
- WOULD NOT ALLOW VISIT
- RECOMMENDED ROAD CLOSING

NOV 15 2010

LAND USE OFFICE



SITE PLAN

Scale: 1/8" = 1'-0"

1.0

Cain Rash West
Architectural Services
Architect

1000 West Park Dr.
Kingsport, TN 37663
423-246-1111
www.cainrashwest.com

Additions and Alterations to:
SULLIVAN BAPTIST CHURCH
Kingsport, Tennessee

Project No.	04-018-0
Client	Sullivan Baptist Church
Project Name	2007 S
Scale	1/8" = 1'-0"
Date	11/15/10
Drawn By	RT/EA


 REQUEST FOR ROAD CLOSURE/CHANGES
 BLUEGRASS DRIVE AND MAPLEWOOD STREET, KINGSPORT, SULLIVAN COUNTY, TN
 WITHIN PROPERTY BOUNDARIES OF SULLIVAN BAPTIST CHURCH

We, the undersigned, do NOT object to the proposed Bluegrass Drive and Maplewood Street changes proposed within the boundaries of Sullivan Baptist Church.

Name	Address	Phone	Date
Debra Thomas Holman	4245 Maplewood Street	392-4322	September 23, 2010
Dorothy Harris	4217 Maplewood St.	292-4524	Sept. 23, 2010
Ron Weiss	4220 Maplewood St.	349-6450	Sept. 23, 10
Janet McClary	4248 Maplewood St.	349-8257	Sept. 23-2010
Charles E. Scott	4240 Maplewood St.	349-4609	Sept. 23, 2010
Patricia Shaw	4229 Maplewood St	349-9968	9.23.10
Craig Mack	4241 Maplewood St.	349-7410	9/23/10
Elizabeth Bryant	101 Blue Grass	579 2492	9/24/10
Ken Radner	105 Bluegrass Drive	349-9437	9/25/10
Michael Cox	4228 Maplewood	349-8146	9/26/10
Randall Chase	4221 Maplewood	571-0514	9/27/10
Walter P. Kay	4299 Maplewood	349-7925	9-27-10
Walter P. Kay	4301 Kings. Rd.	349-7925	9.27.10
Nancy Gray	4237 Maplewood St	349-6120	10-4-10
Alan Starn	4244 Maplewood St	276-1368	10.4.10
Jerry W. Smith	4152 Maplewood St	349-6288	10/13/2010
Tracy Judd	4232 Maplewood St.	579-6557	10/14/2010
Brenda Adams	4216 Maplewood St.	245-6917	10/15/10
C. E. Adams	4216 Maplewood St.	245-6917	10/15/10
Danyle Morrell	4223 RIDGE ROAD	349-4029	10/16/10
Dennis Davis	4233 Maplewood St.	349-6574	10/30/10

NOV 16 2010



Tennessee Property Viewer

Aerial Photography Street Map Show FEMA DFIRM Flood Map Hide Property Lines



Sullivan County, Tennessee
Board of County Commissioners

Item 4
Administrative/Budget
No. 2011-02-13

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Amend The Sullivan County Health Department Budget For Women Infant Children's Program (WIC) Contract In The Amount Of \$234,255.

WHEREAS, the Sullivan County Health Department has received a grant from the State of Tennessee in the amount of \$949,700 to provide WIC services to mothers and their children; and

WHEREAS, these funds are 100% funded by the State of Tennessee.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approve the amending the Health Department Budget as follows:

Appropriations-

55110.100.1170.117	Personal Services	\$138,219
55110.200.1170.117	Benefits	\$ 82,283
55110.400.1170.117	Supplies and Materials	<u>\$ 13,753</u>
	Total	\$234,255

Revenue Sources-

47590.1170.117	Other Federal Thru State	\$234,255
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This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 21st day of March 2011.

Attested: Jeanie Gammon
Jeanie Gammon, County Clerk

Approved: Steve M. Godsey
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Mark Bowery , Bill Kilgore

2011-02-13	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	No Action 2-10-11, Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 20 Aye, 1 Pass, 3 Absent

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 5
Budget
No. 2011-02-14

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Amend The General Fund Appropriations For Courtroom Security Account For 2010-11 FY Funded From Special Litigation Tax

WHEREAS, the appropriations for Courtroom Security is funded from a special litigation tax and other fees implemented and restricted for that purpose; and

WHEREAS, these restricted funds are at a level to provide for additional improvements as well as make corrective adjustment to the current operating budget; and

WHEREAS, the Committee has proposed certain expansion of the security system for the county offices which can be implemented with the additional capital funding.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes amendments to the appropriations for the General Fund in the amount of \$55,000 for Courtroom Security to be funded from the restricted funds. Account codes to be assigned by the Director of Accounts and Budgets.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Dwight King

2011-02-14	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	No Action 2-10-11, Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 21 Aye, 3 Absent

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Budget
No. 2011-02-15

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Amend The General Fund Appropriations For Public Defender's Account For 2010-11 FY Funded From Special Litigation Tax

WHEREAS, the appropriations for the Public Defender is funded from a special litigation tax implemented and restricted for that purpose; and

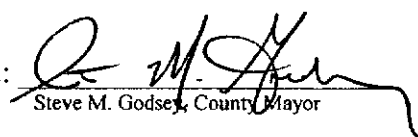
WHEREAS, the current year's operations to complete the fiscal year for employee benefits and to make an orderly transition of employees, additional appropriations are needed.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize amendments to the appropriations for the General Fund in the amount of \$6,522 for 53610.100 and \$1,930 for 53610.200, and \$400 for 53610.300 to be funded from the balance of \$8,852 in account 34152.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Dwight King

2011-02-15	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	No Action 2-10-11, Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 21 Ave. 3 Absent

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 7
Executive
No. 2011-02-16

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION Authorizing The Battle Of Blountville Military State Park Executive Steering Committee To Conduct A Feasibility Study In Conjunction With The Sullivan County Department Of Archives And Tourism For Implementation Of A Battle Of Blountville Military State Park

WHEREAS, the Battle of Blountville occurred on September 22, 1863, in the downtown area of historic Blountville; and

WHEREAS, the Battle of Blountville has long been recognized as having been a significant battle in American Civil War history; and

WHEREAS, a Battle of Blountville State Military Park Executive Steering Committee has been formed in conjunction with the Sullivan County Department of Archives and Tourism in the interests of developing a Battle of Blountville State Military Park; and

WHEREAS, the Battle of Blountville State Military Park Executive Steering Committee has the following missions:

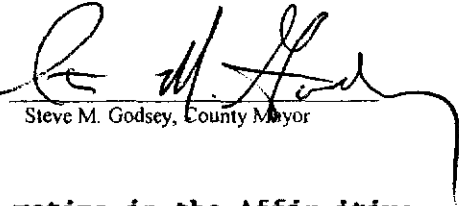
- To develop a state military park that promotes growth in tourism in historic Blountville and surrounding areas of Sullivan County, thus encouraging growth in commerce and improving the quality of life in Sullivan County;
- To preserve and showcase the history of the Battle of Blountville and the importance of its role in the Civil War by developing an educational resource center for students and historians;
- To preserve the rich cultural heritage and architectural resources of historic Blountville for future generations.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the Battle of Blountville State Military Park Executive Steering Committee to conduct a feasibility study in conjunction with the Sullivan County Department of Archives and Tourism for establishment of a state military park at historic Blountville.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Dennis Houser

Prime Co-Sponsor(s): Joe Herron , All Commissioners voting in the Affirmative

2011-02-16	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 Voice Vote

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 8
Executive
No. 2011-02-17

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION Authorizing Liaison Committee For The Battle Of Blountville Military State Park

WHEREAS, a Battle of Blountville Military State Park Executive Steering Committee has been formed in conjunction with the Sullivan County Department of Archives and Tourism in the interests of developing a Battle of Blountville Military State Park; and

WHEREAS, a committee is needed to act as liaison between the Battle of Blountville Military State Park Steering Committee and the Sullivan County Commission, and with the liaison committee to act as advisory to the Sullivan County Commission; and

WHEREAS, the Sullivan County Mayor is hereby appointing the following commissioners to serve on the aforementioned Liaison Committee for the Battle of Blountville Military State Park:

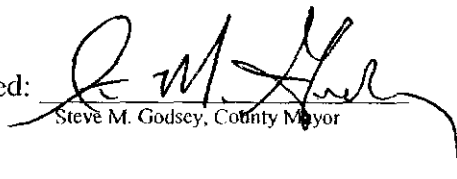
Joe Herron
John Crawford
Matthew Johnson
Linda Brittenham
Bryan ~~Brian~~ Boyd

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the Sullivan County Mayor to appoint a Liaison Committee for the Battle of Blountville Military State Park to act as liaison between the Battle of Blountville Military State Park Steering Committee and the Sullivan County Commission.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Joe Herron

Prime Co-Sponsor(s): Matthew Johnson, All Commissioners voting in the Affirmative

2011-02-17	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 Voice Vote

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 9
Budget
No. 2011-02-18
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Amend The 2010 – 2011 General Purpose School Budget For The Education Jobs Funds Grant In The Amount Of \$806,165.00.

WHEREAS, the State of Tennessee has given approval for the Sullivan County Department of Education to use these funds for compensation for retention of existing employees; and

WHEREAS, these monies will be used to fund performance bonuses for county school level staff; and

WHEREAS, the Sullivan County Department of Education Board approved this grant with no additional local funds required.

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

Account Number	Account Description	Amount
46530.000	Other Federal through State	+806,165.00
70000.100/200	Personnel and Benefits Accounts	+806,165.00

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

Approved this 21st day of March 2011.

Attested:  Approved: 
Jeanie Gammon, County Clerk Steve M. Godsey, County Mayor

Sponsored By: Joe Herron
Prime Co-Sponsor(s): Bryan Boyd, O. W. Ferguson, John Gardner, Terry Harkleroad, Baxter Hood, Matthew Johnson, Wayne McConnell

2011-02-18	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 19 Aye, 1 Pass, 4 Absent

Notes: 1st Reading 02-22-11;

Sullivan County Department of Education
 Education Jobs Fund
 Attachment to Resolution
 Fiscal Year 2010 - 2011

Account Number	Account Description	2010 - 2011 Requested Amended Budget
----------------	---------------------	--

General Purpose School Fund 141 - Education Jobs Fund Sub 550

71100-116	TEACHERS	\$ 324,750.00
71100-128	HOMEBOUND TEACHERS	500.00
71100-140	SALARY SUPPLEMENTS	2,000.00
71100-163	EDUCATIONAL ASSISTANTS	64,625.00
71100-189	OTHER SALARIES & WAGES	3,000.00
71100-198	NON-CERTIFIED SUBSTITUTE TEACHER	1,000.00
71100-201	SOCIAL SECURITY	24,311.75
71100-204	STATE RETIREMENT	37,226.15
71100-212	EMPLOYER MEDICARE	5,739.70
71200-116	TEACHERS	46,750.00
71200-131	MEDICAL PERSONNEL	500.00
71200-163	EDUCATIONAL ASSISTANTS	45,750.00
71200-189	OTHER SALARIES & WAGES	3,000.00
71200-201	SOCIAL SECURITY	5,921.00
71200-204	STATE RETIREMENT	11,344.63
71200-212	EMPLOYER MEDICARE	1,391.89
71300-116	TEACHERS	22,750.00
71300-201	SOCIAL SECURITY	1,410.50
71300-204	STATE RETIREMENT	2,036.25
71300-212	EMPLOYER MEDICARE	329.87
72130-123	GUIDANCE PERSONNEL	15,500.00
72130-130	SOCIAL WORKERS	1,000.00
72130-161	SECRETARY(S)	1,500.00
72130-163	EDUCATIONAL ASSISTANTS	500.00
72130-201	SOCIAL SECURITY	1,147.00
72130-204	STATE RETIREMENT	1,818.45
72130-212	EMPLOYER MEDICARE	268.25
72210-129	LIBRARIANS	14,500.00
72210-189	OTHER SALARIES & WAGES	1,000.00
72210-201	SOCIAL SECURITY	961.00
72210-204	STATE RETIREMENT	1,402.75
72210-212	EMPLOYER MEDICARE	224.75
72220-124	PSYCHOLOGICAL PERSONNEL	500.00
72220-201	SOCIAL SECURITY	31.00
72220-204	STATE RETIREMENT	45.25
72220-212	EMPLOYER MEDICARE	7.25
72410-103	ASSISTANT(S)	9,000.00

Sullivan County Department of Education

Education Jobs Fund

Attachment to Resolution

Fiscal Year 2010 - 2011

Account Number	Account Description	2010 - 2011 Requested Amended Budget
72410-104	PRINCIPALS	13,500.00
72410-119	ACCOUNTANTS/BOOKKEEPERS	8,000.00
72410-161	SECRETARY(S)	19,000.00
72410-201	SOCIAL SECURITY	3,069.00
72410-204	STATE RETIREMENT	6,426.45
72410-212	EMPLOYER MEDICARE	717.74
72610-166	CUSTODIAL PERSONNEL	36,000.00
72610-201	SOCIAL SECURITY	2,216.50
72610-204	STATE RETIREMENT	5,731.65
72610-212	EMPLOYER MEDICARE	521.98
72710-146	BUS DRIVERS	5,750.00
72710-162	CLERICAL PERSONNEL	250.00
72710-201	SOCIAL SECURITY	356.50
72710-204	STATE RETIREMENT	406.50
72710-212	EMPLOYER MEDICARE	86.88
73100-165	CAFETERIA PERSONNEL	43,500.00
73100-201	SOCIAL SECURITY	2,681.50
73100-204	STATE RETIREMENT	3,577.20
73100-212	EMPLOYER MEDICARE	630.20
		\$ 806,164.54

Sullivan County, Tennessee
Board of County Commissioners

Item 10
Budget
No. 2011-02-20

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION Authorizing Request For Unclaimed Balance Of Accounts Remitted To State Treasurer Under Unclaimed Property Act

WHEREAS, Tennessee Code Annotated §66-29-102 and §66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds One hundred (\$100.00) Dollars, less a proportionate share of the cost of administering the program; and

WHEREAS, Sullivan County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 2009; and

WHEREAS, Sullivan County agrees to meet all of the requirements of Tennessee Code Annotated §66-29-101, et seq., and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

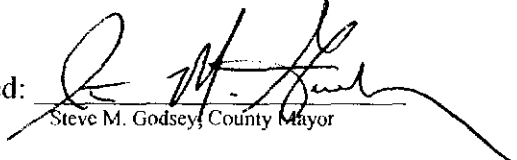
WHEREAS, it is agreed that Sullivan County will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in Sullivan County's general fund.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 22nd day of February, 2011 hereby request the State Treasurer to pay the unclaimed balance of funds remitted for the 2009 report year to Sullivan County in accordance with the provisions of Tennessee Code Annotated §66-29-121.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Wayne McConnell
Prime Co-Sponsor(s): James "Moe" Brotherton

2011-02-20	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 21 Aye, 3 Absent

Notes: 1st Reading 02-22-11;

Sullivan County, Tennessee
Board of County Commissioners

Item 11
Budget
No. 2011-02-22

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Implement The "2011 Cost Of Personnel Reduction Plan" To Reduce The Personnel And Benefits Cost Of Sullivan County Government

WHEREAS, the cost of government operations continue to increase with limited resources to fund those increases and a major portion of that cost is for personnel including benefits; and

WHEREAS, some employees may be interested in retirement if the employee health insurance benefits were available to these employees without any monetary incentive, while others might be interested in leaving employment with the county without the need for health insurance benefits upon payment of a monetary incentive, and others may be interested in a return to part-time employment with the County.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the County Mayor to offer a "2011 Cost of Personnel Reduction Plan" to the various departments (except Schools) of Sullivan County Government within the following guidelines:

SECTION 1. The department head elects to participate in the "2011 Cost of Personnel Reduction Plan" program by agreeing that any employee that elects to take advantage of the plan and is accepted will result in a corresponding reduction in full-time staffing for the respective department.

SECTION 2. The department from which each employee accepting the benefits provided under this plan will be responsible for all costs which will be paid from their respective budgets, as well as, future costs. Costs will include any incentive payments, accrued leave pay-out, and current and future benefits. The resulting reduction in full-time personnel costs will be reallocated to the respective department's budget for other services.

SECTION 3. A lump sum payment equal to \$400 per year for credited full-time service not to exceed \$15,000 will be provided to each employee accepting this incentive based upon credit years with at least 25 years of service and 55 years of age plan (Health insurance benefits are provided).

SECTION 4. A lump sum payment equal to \$400 per year of credited full-time service not to exceed \$10,000 will be provided to each employee accepting this incentive based upon credit attained of at least 5 years of full-time service and leaves without claims to participate in the county funded health insurance plan (No health insurance benefits except COBRA provided).

SECTION 5. In lieu of acceptance of one half of the lump sum payment provided in Section 3 and 4, the participating employee may upon reaching an understanding with the head of the department accept employment for a minimum of 2 years as a part-time employee working a maximum number of hours per year as allowed by TCRS.

SECTION 6. The payments under this plan are subject to the appropriate withholdings and will be paid out on the routinely scheduled payroll date for the employee's last workday along with any unpaid vacation, personal days and any comp-time due.

SECTION 7. This program will be offered to all employees within the participating departments that have the designated years of service as of the first work day of the month after the passage of this resolution. **This program to end 12-31-11.**

SECTION 8. Each employee electing to retire under this plan must submit their signed letter of intent to their department head with a copy filed with the payroll office by the last work day of the first full calendar month after passage of this resolution. This letter is irrevocable. **The program extended through 12-31-11.**

SECTION 9. Health Insurance benefits, as currently provided under county policy, will be provided to the participants in this program under section 3, as long as, those benefits are continued for other retirees.

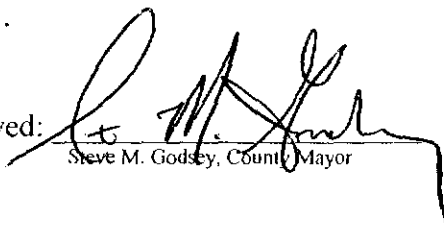
SECTION 10. There is nothing in this incentive program that precludes any retiree from taking advantage of this offer and from later being eligible for part-time work with their employer in accordance with guidelines set forth by the TCRS.

SECTION 11. The provisions of this incentive plan are intended to be limited to the "2011 Cost of Personnel Reduction Plan" and are not intended to change other currently existing policies governing provisions for Sullivan County current or future retirees.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Dwight King
Prime Co-Sponsor(s): Eddie Williams, Joe Herron

2011-02-22	Administrative	Budget	Executive	County Commission
ACTION	No Action 3-7-11	Approved 3-10-11	Approved 3-1-11	Approved 03-21-11 18 Aye, 2 Nay, 1 Pass, 3 Absent

Notes: 1st Reading 02-22-11;

Amended by Sponsor in Section 7 and 8 to add "Program to end 12-31-11".

Sullivan County, Tennessee
Board of County Commissioners

Item 12
Executive/Budget
No. 2011-02-23

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 22nd day of February, 2011.

RESOLUTION To Support Citizens Of Sullivan County In An Effort To Prevent Crime And As A Deterrent Of Illegal Activity With Neighborhood Watch Signs

WHEREAS, the County to authorize the Highway Department to review and approve locations and installations of Neighborhood Watch signs; and

WHEREAS, that the signs meet all rules of state and local laws and regulations including Zoning; and

WHEREAS, to install only approved and chartered Neighborhood Watch Organizations as authorized by the Sheriff's Office; and

WHEREAS, the signs are to be standardized throughout all of Sullivan County; and

WHEREAS, the cost of the signs for the Highway Department are approximately \$20 per sign with a projected need of ~~400~~²⁰ to initiate the program; and

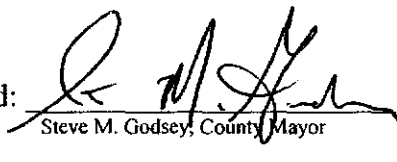
WHEREAS, the historical appropriations for Road Signs in the General Fund routinely has funds unexpended of a greater amount than this cost (\$2,000) at the end of past fiscal year which would normally cover the cost of these signs.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the reimbursement of the Highway Department for the signs and installation of Neighborhood Watch Signs at \$20 each for a total cost not to exceed ~~\$2,000~~^{\$800} for the 2010-2011 fiscal year as a one-time cost.

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: John Crawford

Prime Co-Sponsor(s): W. G. "Bill" Kilgore, John Gardner, Matthew Johnson

All Voting in the Affirmative

2011-02-23	Administrative	Budget	Executive	County Commission
ACTION	Approved 3-7-11	Deferred 3-10-11	Approved 3-1-11	Approved 03-21-11 20 Aye, 1 Nay, 3 Absent

Notes: 1st Reading 02-22-11;

Amended by Sponsor 03-21-11 (Amendment attached) and approved with Resolution.

To: Sullivan County Clerk
Jeanie Gammon
3258 Highway 126, Suite 101
Blountville, TN 37617
Phone: (423) 323-6428

From: John Crawford
County Commissioner District 10
1606 Forest View Drive
Kingsport, TN 37660

Resolution # 2011-02-23

Amendments

1. In the 5th Whereas change the sentence " A projected need for 100 to initiate the program;" changed to "**A projected need for 40 to initiate the program;**"
2. In the Now therefore be it resolved change the sentence " a total cost not to exceed 2000.00 for 2010-2011" changed to "**a total cost not to exceed 800.00 for 2010-2011**"

Sponsor: John Crawford

AMENDMENTS APPROVED WITH RESOLUTION 03-21-11.

Sullivan County, Tennessee
Board of County Commissioners

Item 13
Executive
No. 2011-03-24

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Support Tennessee HB 1621 (SB 1257) Regarding Local Government Authorization For Licensing Certain All-Terrain Vehicles (ATV's)

WHEREAS, this bill amends Tennessee Code Annotated §55-3-101, Title 55, relative to all-terrain vehicles; and

WHEREAS, this bill allows local governments to authorize use of such ATV's on certain public highways; and

WHEREAS, Tennessee HB 1621 and SB 1257 outline specific guidelines for titling and licensing fees that would be uniform throughout the state and would contribute to the overall safety and oversight when these vehicles are in use.


NOW THEREFORE BE IT RESOLVED that the Board Of County Commissioners of Sullivan County, Tennessee assembled in Regular Session, hereby authorizes Sullivan County support of Tennessee HB 1621 and SB 1257 which amends TCA §55-3-101, Title 55, regarding titling, registration, and licensing of certain all-terrain vehicles on some public highways.

Waiver Of Rules Requested

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Mark Bowery, Dwight King

Prime Co-Sponsor(s): ~~Dwight King~~, John Crawford, John Gardner

2011-03-24	Administrative	Budget	Executive	County Commission
ACTION	Failed 3-7-11	Deferred 3-10-11		Approved 03-21-11 20 Aye, 1 Nay, 3 Absent

Notes:

#13
Attachment

**Additional
Information
For
Resolution
No. 2011-03-24**

BILL SUMMARY

HB 1621 BY *SHIPLEY. (*SB 1257 BY *YAGER.)

Motor Vehicles, Titling and Registration - As introduced, authorizes licensing of certain all-terrain vehicles (ATVs); allows local governments to authorize use of such ATVs on certain public highways.
- Amends TCA Title 55.

Fiscal Summary

Not Available

Bill Summary

Not Available

HOUSE BILL 1621

By Shipley

AN ACT to amend Tennessee Code Annotated, Title 55,
relative to all-terrain vehicles.

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

SECTION 1. Tennessee Code Annotated, Section 55-3-101, is amended by adding the following language as a new subsection:

(d) All terrain vehicles may be registered with the department in accordance with Section 7 of this act. For purposes of this title, "all terrain vehicle" means either:

(1) A motorized flotation-tire vehicle with no less than four (4) low-pressure tires, but no more than six (6) low-pressure tires, that is limited in engine displacement to one thousand cubic centimeters (1,000 cc) or less and in total dry weight to less than one thousand five hundred pounds (1,500 lbs.), and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control; or

(2) A motorized vehicle with not less than four (4) non-highway tires, nor more than six (6) non-highway tires, that is limited in engine displacement to one thousand cubic centimeters (1,000 cc) or less and in total dry weight up to two thousand pounds (2,000 lbs.) and that has a non-straddle seating and a steering wheel.

SECTION 2. Tennessee Code Annotated, Section 55-4-111(a)(1), is amended by adding the following language:

Class (H) All terrain vehicles – registration fee \$11.25

SECTION 3. Tennessee Code Annotated, Section 55-4-202(a), is amended by adding the following language as a new subdivision:

(19) All terrain vehicle as defined in § 55-3-101(d);

SECTION 4. Tennessee Code Annotated, Section 55-4-203(a), is amended by adding the following language as a new subdivision:

(15) All terrain vehicle as defined in § 55-3-101(d), pursuant to § 55-4-111(a)(1) --- Class (H) and as provided for in Section 7 of this act;

SECTION 5. Tennessee Code Annotated, Section 55-4-209, is amended by adding the following language as a new, appropriately designated subdivision:

() "All terrain vehicle plate" or "all terrain vehicle license plate" means those motor vehicle registration plates, as enumerated in § 55-4-202(a)(19) and described in Section 7 of this act, that are issued to all terrain vehicles as defined in § 55-3-101(d);

SECTION 6. Tennessee Code Annotated, Section 55-4-210, is amended by adding the following language as a new subsection thereto:

(f)

(1) The department is authorized to design and issue, or to authorize a designee to issue:

(A) All terrain vehicle plates for all terrain vehicles registered by residents of this state. Notwithstanding any other law to the contrary, an all terrain vehicle plate shall be nonrenewable and nontransferable and shall become invalid when the vehicle for which it was issued is sold, the ownership of the vehicle is transferred, or the vehicle is dismantled; and

(B) All terrain vehicle temporary permits in lieu of plates for all terrain vehicles registered by nonresidents; provided, however, that a nonresident may apply directly to the department for an all terrain vehicle plate. An all terrain vehicle temporary permit shall be valid for thirty (30) days.

(2) The department is authorized to contract with county clerks and with private vendors for the issuance of all terrain vehicle plates and all terrain temporary permits.

SECTION 7. Tennessee Code Annotated, Title 55, Chapter 4, is amended by adding the following language as a new section:

55-4-___.

(a)

(1) An owner or lessee of an all terrain vehicle who is a resident of Tennessee shall be issued an all terrain vehicle license plate authorized for all terrain vehicles by § 55-4-210(f) upon:

(A) Compliance with the applicable provisions of chapters 1-3, this chapter, and chapters 5 and 6 of this title, including applications for title, and with rules promulgated by the department; and

(B) Payment of a fee of eleven dollars and twenty-five cents (\$11.25).

(2) Eight dollars (\$8.00) of the fee imposed by subdivision (a)(1) shall be apportioned in the following manner:

(A) Seven dollars (\$7.00) of the fee shall be placed into the dedicated fund established pursuant to Section 9 of this act; and

(B) One dollar (\$1.00) of the fee shall be paid to the Tennessee Association of Rescue Squads.

(b)

(1) An owner or lessee of an all terrain vehicle who is a not a resident of Tennessee, upon complying with rules promulgated by the department and paying both a fee equal in amount to four dollars (\$4.00) and a fee equal to the cost of designing and manufacturing the permit, shall be issued an all terrain

vehicle temporary permit authorized for all terrain vehicles by § 55-4-210(f); provided, however, that in the event the temporary permit is issued through the offices of the county clerks of the state or a vendor selected by the department an additional fee of two dollars (\$2.00) shall be imposed and retained by the clerks or by the vendor as compensation for services.

(2) The four dollar (\$4.00) fee imposed by subdivision (1)(b) shall be apportioned in the following manner:

(A) Three dollars and fifty cents (\$3.50) of the fee shall be placed into a dedicated fund established pursuant to Section 9 of this act; and

(B) Fifty cents (50¢) of the fee shall be paid to the Tennessee association of rescue squads.

(c) No motor vehicle taxes authorized by § 5-8-102 may be imposed upon an all terrain vehicle that is operated or driven upon a highway in accordance with Section 8 of this act.

(d) As a condition precedent to operating an all terrain vehicle upon the road or highway in this state the operator shall comply with chapter 12 of this title relative to financial responsibility.

SECTION 8. Tennessee Code Annotated, Title 55, Chapter 8, is amended by adding the following language as new, appropriately designated sections:

55-8-____.

(a) All terrain vehicles registered pursuant to Section 7 of this act may be operated or driven upon a highway in accordance with this section; provided, however, no all terrain vehicle shall be operated on any:

(1) Highway that is a part of the interstate and defense highway system;

or

(2) Highway having more than two (2) lanes, except for the purpose of crossing such highway in accordance with subsection (b).

(b) An all terrain vehicle may, for the purpose of crossing from one (1) road, field or area of operation to another, be operated upon any road, street or highway if:

(1) The crossing is made at an angle of approximately ninety (90) degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(2) The vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway;

(3) The operator yields his or her right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and

(4) Both the headlight and taillight are illuminated when the crossing is made if the vehicle is so equipped.

(c) An all terrain vehicle may also be operated on any road, street or highway having two (2) lanes or less that connects to businesses for the sole and specific purpose of acquiring fuel, food or shelter, if:

(1) The vehicle is operated at a speed of twenty-five miles per hour (25 m.p.h.) or less;

(2) Such road, street or highway is designated by a municipality or county and marked in accordance with the following:

(A) The governing body of a municipality may regulate in any manner or prohibit, by lawfully enacted ordinance, the operation of all terrain vehicles upon any street, road or highway solely under the municipality's jurisdiction; provided, that such municipality provides written notification to the department of safety prior to the effective date of the

ordinance and posts appropriate signage designating such street, road or highway for all terrain vehicle use;

(B) The governing body of any county may by lawfully enacted resolution regulate or prohibit the operation of all terrain vehicles on any street, road or highway solely under the county's jurisdiction; provided, that such county provides written notification to the department of safety prior to such resolution becoming effective and posts appropriate signage designating such street, road or highway for all terrain vehicle use. A county may charge a fee to an operator of an all terrain vehicle, no more than twenty-five dollars (\$25.00) annually, for the use and marking of any such street, road, or highway. A fee imposed by a county pursuant to this subdivision (c)(2) (B) is valid in all other counties and no operator shall be compelled to pay more than one (1) county fee; and

(C) Homeowner associations may petition the local legislative body for an ordinance or resolution to regulate or prohibit the operation of all terrain vehicles upon any street, road or highway within the area regulated by the homeowner association. Appropriate signage shall be posted designating the areas where such vehicles may be operated. For the purposes of this section "homeowners' association" means a nonprofit corporation created by a real estate developer that manages or contracts for the management of the common areas of a residential multi-family housing development. A homeowners' association is governed by a board of directors elected by a majority vote of the individual homeowners;

(3) The vehicle is operated only between one-half (1/2) hour after sunrise and one-half (1/2) hour before sunset, and the headlight and taillight shall be illuminated during such operation;

(4) The number of passengers on such vehicle does not exceed the manufacturers' recommendations;

(5) Passengers must be at least twelve (12) years of age. Any passenger under the age of sixteen (16) shall only ride in a vehicle as provided in § 55-3-101(c)(2) that has a roll bar and such passenger shall wear a certified safety helmet, eye protection and a seat belt;

(6) Every person riding an all terrain vehicle upon a highway pursuant to this section shall obey all of the duties applicable to the driver of a motor vehicle by chapter 8, part 1 and chapter 10, parts 1-5 of this title, except as to those provisions that by their nature can have no application;

(7)

(A) Except as provided by law, the operator of an all terrain vehicle shall wear a helmet while driving or operating such vehicle on a highway;

(B) A person using an all terrain vehicle while commuting for the purpose of hunting who is in possession of a valid hunting license shall not be required to wear a helmet;

(8) The vehicle is equipped with a manufacturer-installed or equivalent spark arrester and a manufacturer-installed or equivalent muffler in proper working order and properly connected to the vehicle's exhaust system; and

(9) The operator shall:

(A) Be at least sixteen (16) years of age and possess a valid driver license from this state or an equivalent license from another state;

(B) Ensure that all passengers comply with § 55-9-302; and

(C) Otherwise comply with this chapter.

(d) Any person or entity renting or leasing all terrain vehicles for recreational purposes shall provide helmets conforming to § 55-9-302 to all users.

(e) Except where allowed upon the effective date of this act, all terrain vehicle use is prohibited in state parks and state natural areas.

(f) A violation of subsections (a) - (e) is a Class C misdemeanor.

(g) State and local government agencies are encouraged to make state forest access roads that are posted for four-wheel drive vehicles, currently being used by other licensed vehicles in locations where the areas are managed, available for use by all terrain vehicles. Such government agencies are also encouraged to coordinate with local counties and municipalities to make such right-of-ways available for all terrain vehicle tourism and allow access to these remote areas by the disabled and the elderly.

(h) Operation of the following all terrain vehicles shall be exempt from the licensing, registration and safety requirements of Sections 7 and 8 of this act:

(1) An all terrain vehicle operated on any private or public recreational trail or area;

(2) An all terrain vehicle operated on an affiliated trail or area operated by a person or entity which has in place a safety program;

(3) All terrain vehicles operated for agricultural purposes;

(4) Publicly-owned and operated all terrain vehicles that are used for management, law enforcement, emergency services and other such purposes;
and

(5) All terrain vehicles operated pursuant to § 55-8-185.

55-8-____.

(a) Any authorized person operating an all terrain vehicle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

(1) When overtaking and passing another vehicle proceeding in the same direction;

(2) When preparing for a left turn at an intersection or into a private road or driveway; or

(3) When reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving vehicles, pedestrians, animals, surface hazards, or substandard width lanes that make it unsafe to continue along the right-hand curb or edge. For purposes of this section, "substandard width lane" means a lane that is too narrow for an all terrain vehicle and another vehicle to travel safely side by side within the lane.

(b) Persons riding all terrain vehicles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of all terrain vehicles. Persons riding two (2) abreast shall not impede the normal and reasonable movement of traffic and, on a laned roadway, shall ride within a single lane.

(c) The operator of a motor vehicle, when overtaking and passing an all terrain vehicle proceeding in the same direction on the roadway, shall leave a safe distance between the motor vehicle and the all terrain vehicle of not less than three feet (3') and shall maintain the clearance until safely past the overtaken all terrain vehicle.

SECTION 9. Tennessee Code Annotated, Title 55, Chapter 4, is amended by adding the following language as a new section:

55-4-____.

(a)

(1) Seven dollars (\$7.00) from each fee collected pursuant to Section 7(a)(1) and three dollars and fifty cents (\$3.50) from each fee collected pursuant to Section 7(b)(1) of this act shall be placed into a dedicated fund. This dedicated fund shall be administered by the department of environment and conservation, which may use up to ten percent (10%) of the revenue each fiscal year for staff and other expenses to administer the fund. The dedicated fund shall be available to make grants to state, federal or local governments or non-profit organizations qualified under § 501(c)(3) of the internal revenue code only for trails on public property to carry out the purposes of this chapter, including but not limited to, the purposes of acquiring a fee simple or other interest in real property, the construction of all terrain vehicle trails, and the maintenance of existing all terrain vehicle trails. Any such grants shall be divided equally among the three (3) grand divisions of the state; provided, that if, after the department notifies local governments and governmental agencies of the availability of such grants, there are grant funds remaining, the department may award additional grants to recipients in a different grand division of the state.

(b) In administering the process for the grants authorized in this section, the commissioner may set the requirements for applications, the criteria for awarding them, and the conditions for the receipt of such funds as deemed appropriate to protect the public interest.

(c) Any unencumbered moneys and any unexpended balance of the fund remaining at the end of any fiscal year shall not revert to the general fund, but shall be carried forward and maintained in separate accounts until expended in accordance with the provisions of this part.

(d) Interest accruing on investments and deposits of the fund shall be returned to the fund and remain a part of the fund, allocated proportionately to each separate account.

(e) Moneys in the fund shall be invested by the state treasurer for the benefit of the fund pursuant to § 9-4-603. The fund shall be administered by the commissioner.

SECTION 10. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect March 1, 2012, the public welfare requiring it.

Sullivan County, Tennessee
Board of County Commissioners

Item 14
Administrative
No. 2011-03-25

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

Resolution To Appoint Don Cole To The Sheriff's Work Release Commission

WHEREAS, Sullivan County Sheriff's Office Work Release Commission has a vacancy due to Mr. ~~John~~^{Paul} Milhorn leaving due to illness; and

WHEREAS, per T.C.A. 41-2-134 (a) (b) (c), the County Sheriff shall appoint the members of the Work Release Commission; it also requires approval of the County Legislative Body. After careful review and consideration the Sheriff has chosen Mr. Don Cole to fill this appointment. Mr. Cole was a Tennessee State Trooper for 12 years; Regional Safety Director for Overnite trucking for over 20 years; and a Correctional Officer in various capacities for Sullivan County Sheriff's Office for 10 years.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approve the appointment of Don Cole to the Work Release Commission for Sullivan County Sheriff's Office. This appointment will take place immediately following approval.

Waiver Of Rules Requested

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): Joe Herron , Randy Morrell

2011-03-25	Administrative	Budget	Executive	County Commission
ACTION		Deferred 3-10-11		

Notes: **1st Reading 03-21-11;**

Sullivan County, Tennessee
Board of County Commissioners

Item 15
Budget
No. 2011-03-26

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Amend The 2010 – 2011 General Purpose School Budget For The Additional Funding Received From King Pharmaceutical In The Amount Of \$5,000.00.

WHEREAS, King Pharmaceutical has donated funds to aid underprivileged students; and

WHEREAS, these monies will be used to provide clothing, hygiene products and school supplies for students in need; and

WHEREAS, the Sullivan County Department of Education Board approved this donation with no additional local funds required.

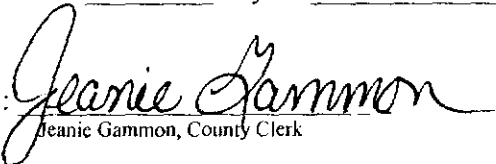
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes amending the General Purpose School Budget as follows:

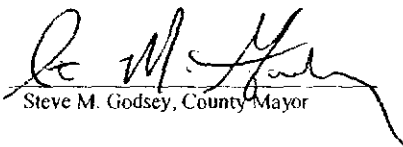
Account Number	Account Description	Amount
48610.000	Donations	+5,000.00
72210.499	Regular Instruction-Other Supplies and Materials	+5,000.00

Waiver Of Rules Requested

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Joe Herron

Prime Co-Sponsor(s): Terry Harkleroad, Matthew Johnson, Baxter Hood
All Commissioners Voting in the Affirmative

2011-03-26	Administrative	Budget	Executive	County Commission
ACTION		Approved 3-10-11		Approved 03-21-11 21 Aye, 3 Absent

Notes:

Sullivan County, Tennessee
Board of County Commissioners

Item 16
Budget
No. 2011-03-27

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION Authorizing An Energy Efficient Schools Initiative Loan Agreement Up To \$5M With The Tennessee Energy Efficient Schools Council.

WHEREAS, the Tennessee Energy Efficient Schools Council is willing to provide grant and low interest loan funds to Sullivan County through the Energy Efficient Schools Initiative (EESI) program to fund a project to increase energy efficiency in the Sullivan County Department of Education; and

WHEREAS, the Sullivan County Department of Education desires that the Board of County Commissioners authorize the County to enter into the attached Loan Agreement with the Tennessee Energy Efficient Schools Council for purpose of financing improvements at certain County schools for the purpose of making them more energy efficient; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such loans.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, that the accompanying Energy Efficient Schools Initiative Loan Agreement for an amount up to \$5M with the Tennessee Energy Efficient Schools Council is hereby approved.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Joe Herron

Prime Co-Sponsor(s): Terry Harkleroad, Matthew Johnson, Baxter Hood

2011-03-27	Administrative	Budget	Executive	County Commission
ACTION		No Action 3-10-11		

Notes: **1st Reading 03-21-11;**

#16
Attachment

**Additional
Information
For
Resolution
No. 2011-03-27**

ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the ___ day of _____, 2011, by and between the Energy Efficient Schools Council (the "Lender") and Sullivan County, Tennessee (the "Borrower") for the benefit of Sullivan County School District to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

ARTICLE 1 Definitions

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Sullivan County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefore, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

“Date of Disbursement” means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

“Event of Default” means any event defined in Section 6.01 hereof.

“Fund” means the energy efficient schools council fund established as a separate account in the State treasury.

“Lender” means the twelve (12) member energy efficient schools council established by the Act.

“Loan” means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

“Loan Administrator” means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

“Loan Agreement” means this Loan Agreement as it now exists and as it may thereafter be amended.

“Loan Repayments” means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

“Loan Repayment Dates” means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit**

D attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

“Person” means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

“Project” or “Projects” means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

“State” means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word “person” shall include the plural as well as the singular number unless the context shall otherwise indicate; the word “person” also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2 Project

Section 2.01. Description. Description. [Provide a brief project description]. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

EESI Loan from the EESC Fund	\$5,000,000
Utility Incentives	\$ 100,000
<u>TOTAL</u>	\$5,100,000

ARTICLE 3

The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$5,000,000 for a term of three quarters of one percent (0.75%) for twelve (12) years. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4
Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5 Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan

Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7 Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8 Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as Exhibit D after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at, Mr. Larry Bailey, Sullivan County Finance Director, 3411 Highway 126, Suite 202, Blountville, TN 37617, or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 12th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the

Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

BORROWER

SULLIVAN COUNTY

BY: _____ (Signature)
TITLE: _____
DATE: _____

LENDER:

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: _____ (Signature)
TITLE: _____
DATE: _____

EXHIBIT A
REQUISITION

REQUISITION NO. _____

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated _____, 2011, by and between the Energy Efficient Schools Council and Sullivan County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$ _____.

2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.

3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.

4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.

5. The amount requested should be wired to:

Bank: _____
ABA Number: _____
Account Name: _____
Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this _____ day of _____, _____.

SULLIVAN COUNTY, TENNESSEE

Name:

Title: _____

Funding Date: _____, _____, _____.

After execution, fax the Requisition as follows.

Energy Efficient Schools Initiative
Attn: Ron Graham
(615)532-8273(Office)
(615)532-5942 (FAX)

EXHIBIT B

COMPLETION CERTIFICATE

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated _____, 2011, by and between the Energy Efficient Schools Council and Sullivan County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this ____ day of _____.

SULLIVAN COUNTY, TENNESSEE

Name: _____

Title: _____

EXHIBIT C

DESCRIPTION OF PROJECT

Sullivan County Schools will be upgrading the energy efficiency of nineteen school facilities in this project. These upgrades will include the installation of energy efficient lighting, energy management control system improvements, water conservation measures, and HVAC component upgrades. Annual energy savings are projected to be around \$400,000 from this project.

EXHIBIT D
REPAYMENT SCHEDULE

Sullivan County

Loan No. 820-001

PRINCIPAL	\$	5,000,000	
ACCRUED INTEREST			*
TOTAL AMORTIZED	\$	5,000,000	
RATE OF INTEREST		0.75%	
MONTHS		144	
MONTHLY PAYMENTS	\$	36,319	***
TOTAL INTEREST	\$	229,936	
TOTAL PAYMENTS	\$	5,229,936	

PERIOD	BEGINNING PRINCIPAL BALANCE	PRINCIPAL REQUIREMENT (PER MONTH)	INTEREST REQUIREMENT (PER MONTH)	TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)	ENDING PRINCIPAL BALANCE	
Payment 1 ** TO Payment 12	\$ 5,000,000	\$ 33,308	\$ 3,011	\$ 36,319	\$ 4,600,304	
Payment 13 TO Payment 24	4,600,304	33,559	2,760	36,319	4,197,596	
Payment 25 TO Payment 36	4,197,596	33,812	2,507	36,319	3,791,852	
Payment 37 TO Payment 48	3,791,852	34,066	2,253	36,319	3,383,060	
Payment 49 TO Payment 60	3,383,060	34,322	1,997	36,319	2,971,196	
Payment 61 TO Payment 72	2,971,196	34,581	1,738	36,319	2,556,224	
Payment 73 TO Payment 84	2,556,224	34,841	1,478	36,319	2,138,132	
Payment 85 TO Payment 96	2,138,132	35,103	1,216	36,319	1,716,896	
Payment 97 TO Payment 108	1,716,896	35,367	952	36,319	1,292,492	
Payment 109 TO Payment 120	1,292,492	35,634	685	36,319	864,884	
Payment 121 TO Payment 132	864,884	35,902	417	36,319	434,060	
Payment 133 TO Payment 143	434,060	36,172	147	36,319	36,168	
Payment 144	36,168	36,168	151	36,319	-	
Total	\$	5,000,000	\$	229,936	\$	5,229,936

* Total amount of accrued interest to be determined at the completion of the project.

** Date to be determined upon completion of project.

*** Please note that the final payment may differ slightly from the regularly scheduled monthly payment.

Sullivan County, Tennessee
Board of County Commissioners

Item 17
Budget
No. 2011-03-28

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Amend The Highway Fund Revenues By \$180,653 To Meet The State Maintenance Of Effort Test (Due To The Decline In The Economy).

WHEREAS, the 2011 FY budget for the Highway Fund failed to reflect revenues that meet the calculations to cover the maintenance of effort test set; and

WHEREAS, based upon these calculations the State of Tennessee is holding back over \$40,000 for 4 months in response to the maintenance of effort test; and

WHEREAS, we are advised that if Sullivan County will increase the revenues projected for the Highway Fund by the \$180,653 the state revenues will be reinstated.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby amends the projected revenues for the Highway Fund for 2011 FY by \$180,653 to be made up from the following estimates: Property Taxes \$21,000, Sales Tax \$100,000, and Cable Franchise \$59,653. (Account codes to be assigned by the Director of Accounts and Budgets).

Waiver Of Rules Requested

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

Approved this 21st day of March 2011.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Dwight King

2011-03-28	Administrative	Budget	Executive	County Commission
ACTION		Approved 3-10-11		Approved 03-21-11 21 Aye, 3 Absent

Notes:

Sullivan County, Tennessee
Board of County Commissioners

Item 18
Executive
No. 2011-03-29

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Authorize An Employer Participating In The Tennessee Consolidated Retirement System To Discontinue The Noncontributory Provisions Of T.C.A. 8-34-206 In Accordance With Chapter 569 Of The Tennessee Public Acts Of 2009.

WHEREAS, T.C.A. 8-34-206(d) permits an employer participating in the Tennessee Consolidated Retirement System (“TCRS”) pursuant to T.C.A. Title 8, Chapter 35, Part 2 to assume its employees’ contributions to TCRS of up to five percent (5%) of the employees’ earnable compensation; and

WHEREAS, the Sullivan County Government elected to assume its employee’s contributions to TCRS pursuant to said section; and

WHEREAS, Chapter 569 of the Tennessee Public Acts of 2009 (the “Chapter”) authorizes the chief governing body of any such employer, by resolution legally adopted and approved by 2/3 majority of that body, to elect to discontinue the noncontributory provisions of Section 8-34-206 for all employee employed after the effective date of the resolution and to have the contributions made by such employees treated as employer contributions pursuant to T.C A. 8-37-216; and

WHEREAS, the Chapter requires the employees of such employer who were employed prior to the effective date of the resolution to continue to be eligible for the noncontributory provisions of Section 8-34-206, and that any such resolution set forth the effective date of the discontinuance; provided that such date shall be on the first day of any quarter following a minimum of three (3) months notice to T.C.R.S.; and

WHEREAS, the Chapter mandates that any resolution to discontinue the noncontributory provisions of Section 8-34-206 be irrevocable and that the employer not be permitted to elect at a later date to provide the noncontributory provisions of Section 8-34-206.

NOW THEREFORE BE IT RESOLVED that effective July 1, 2011 the Sullivan County Commission hereby elects to discontinue the noncontributory provisions of Section 8-34-206 in accordance with and subject to the terms and conditions of the Chapter for all employees employed after the Effective Date and to have the contributions made by such employees treated as employer contributions’ pursuant to T.C. A. 8-37-216.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Ed Marsh

Prime Co-Sponsor(s): Joe Herron, W. G. "Bill" Kilgore , Moe Brotherton

2011-03-29	Administrative	Budget	Executive	County Commission
ACTION		Approved 3-10-11		

Notes: **1st Reading 03-21-11;**

Sullivan County, Tennessee
Board of County Commissioners

Item 19
Executive
No. 2011-03-30
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Accept Proposal From The Tennessee Department Of Transportation Designated As Federal Project Number STP-NHE-34 (66), State Project Number 82003-2267-14, S. R. 34 (US-11E) Interchange At S. R. 37 (US-19E)

WHEREAS, the Tennessee Department of Transportation has determined that the above referenced project will benefit Sullivan County and the citizens thereof; and

WHEREAS, Sullivan County wishes to cooperate with the State of Tennessee, Department of Transportation, in its effort to improve safety and convenience for drivers in Sullivan County; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to Sullivan County as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Sullivan County Board of Commissioners; and Sullivan County shall fulfill all obligations concomitant thereto.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize that above listed proposal be accepted.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Dwight King
Prime Co-Sponsor(s): Ty Boomershine , Joe Herron

2011-03-30	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 03-21-11;**

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF SULLIVAN, TENNESSEE

The **DEPARTMENT OF TRANSPORTATION** of the State of Tennessee, hereinafter "**DEPARTMENT**", proposes to construct a project designated as No. STP-NHE-34(66); 82003-2267-14 that is described as S.R. 34 (US-11E) Interchange at S.R. 37 (US-19E) in the **COUNTY** of Sullivan, hereinafter **COUNTY**, provided the **COUNTY** agrees to cooperate with the **DEPARTMENT** as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the **COUNTY** will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the **DEPARTMENT**, or its contractor, going upon the highway right of way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 404 James Robertson Parkway, Nashville, Tennessee 37243-0487, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and
2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right of way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and

7. That the COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right of way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right of way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right of way shall be maintained and replaced by the COUNTY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefor.

The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and easements, construct the project and defend any inverse condemnation or damage civil

actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this ____ day of _____, 20 ____.

THE COUNTY OF SULLIVAN

BY: _____
COUNTY MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Attorney Department of Transportation

DATE: _____

Sullivan County, Tennessee
Board of County Commissioners

Item 20
Administrative
No. 2011-03-31
Attachment

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION Authorizing Lease Agreement Between Sullivan County, Tennessee And Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. For Lease Of Current Sullivan County Animal Shelter Facility, More Particularly Described As The Building And A Fifty-Foot Radius Of Surrounding Real Property, And Authorizing Transfer Of Certain Personal Property And Motor Vehicles To Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

WHEREAS, Sullivan County entered in an Interlocal Agreement on January 31, 2011 with the Cities of Kingsport and Bluff City for the purpose of creating a non-profit corporation known as "Sullivan County-Bluff City-Kingsport Animal Control Center, Inc." as authorized by Resolution No. 2010-11-107 approved by the Sullivan County Board of Commissioners on December 20, 2010; and

WHEREAS, the Charter for the newly created non-profit corporation known as "Sullivan County-Bluff City-Kingsport Animal Control Center, Inc." was filed with the Tennessee Secretary of State's Office on February 8, 2011; and

WHEREAS, Sullivan County desires to lease to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. certain real property currently being utilized in the operation of the Sullivan County Animal Shelter, more particularly described as the building and a fifty-foot radius of surrounding real property, located at 380 Massengill Road, Blountville, Tennessee; and

WHEREAS, Sullivan County desires to transfer certain personal property and motor vehicles currently being utilized by Sullivan County Animal Shelter personnel, as set forth in the attached Inventory, to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session on the 21st day of March, 2011 hereby authorize the ATTACHED LEASE AGREEMENT between Sullivan County, Tennessee and the Sullivan County-Bluff City-Kingsport Animal Control Center, Inc. for use of the Sullivan County Animal Shelter facility more particularly described as the building and a fifty-foot radius of surrounding real property located at 380 Massengill Road, Blountville, Tennessee. The County Mayor is hereby authorized to execute the Lease Agreement on behalf of Sullivan County.

BE IT FURTHER RESOLVED that certain motor vehicles and other personal property currently being utilized by Sullivan County Animal Shelter personnel and specifically identified in the ATTACHED INVENTORY shall be donated and transferred to Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., and the County Mayor is hereby authorized to execute such documents as may be necessary to transfer title to said vehicles and personal property.

BE IT FURTHER RESOLVED, however, that the Lease Agreement and transfer of motor vehicles and other personal property as authorized above shall not take effect nor occur until the Internal Revenue Service approves Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.'s application for 501(c) (3) tax status.

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

Approved this _____ day of _____ 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Joe Herron
Prime Co-Sponsor(s): Cathy Armstrong

2011-03-31	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 03-21-11;**

ATTACHMENT TO RESOLUTION _____

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2011, by and between **COUNTY OF SULLIVAN, TENNESSEE**, hereinafter called "Lessor", and **SULLIVAN COUNTY-BLUFF CITY-KINGSPORT ANIMAL CONTROL CENTER, INC.**, a Tennessee non-profit corporation, hereinafter called "Lessee";

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. Lessor does hereby demise, let and lease to Lessee certain real property generally known as the Sullivan County Animal Shelter Property located at 380 Massengill Road, Blountville, Tennessee, in the 5th Civil District of Sullivan County, Tennessee and being a portion of Parcel 47.00 on Sullivan County Tax Map 51. Real property herein leased shall and does consist of the current Sullivan County Animal Shelter building together with a fifty foot (50') perimeter of land around the outside of the building (fifty foot radius out from building), the parking lot adjacent to the building, and non-exclusive ingress and egress along and across the access road from Massengill Road (hereinafter "Access Road") as it currently exists (all together hereinafter referred to as "Premises"). Premises shall at all times be subject to any and all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

2. The term of this Lease shall be for a period of one (1) year beginning _____, 2011 and ending at midnight on _____, 2012. This

Lease shall automatically renew on _____ 1st of each year for an additional one (1) year term unless either party terminates this Lease Agreement. In spite of the above language, Lessor may terminate this Lease Agreement for any or no cause at any time upon sixty (60) days notice. However, this Lease Agreement shall not take effect nor occur until the Internal Revenue Service approves Sullivan County-Bluff City-Kingsport Animal Control Center, Inc.'s application for 501(c)(3) tax status.

3. Lessee shall pay rent at the rate of \$1.00 per year, said rent payable at the end of each year. Said rent shall be paid to the Lessor at the Office of Sullivan County Mayor, Courthouse, 3411 Highway 126, Suite 206, Blountville, Tennessee 37617.

4. Premises demised herein shall be used by Lessee for purposes ordinarily and customarily associated with governmental animal control services and the operation of an animal shelter associated therewith. This covenant of the Lessee is an essential condition, term, and covenant of this Lease Agreement and a non-discretionary obligation of the Lessee to perform. In the event the Lessee should fail to carry out its' activities in accordance with the aforesaid covenant such breach of Lessee's covenant shall be good cause for this Lease Agreement to be terminated upon thirty (30) days written notice to Lessee by Lessor.

5. Lessee shall not assign this Lease nor sub-let or lend Premises without prior written consent of Lessor, nor shall Lessee at any time sell, transfer, give away or in any other way dispose of any portion of Premises without first obtaining prior written consent from Lessor.

6. All additions, fixtures or improvements which may be made by Lessee during the term of this Lease Agreement or any extension thereof shall, unless otherwise agreed upon, become the property of Lessor and remain upon Premises as a part thereof and shall be surrendered with Premises at the termination of this Lease Agreement as provided herein at no cost or additional

expense to Lessor.

7. All personal property placed or moved upon or into the above described Premises shall be at the sole risk of Lessee and/or owner of such personal property and Lessor shall not be liable for any damages to such personal property. Further Lessor shall not be liable to Lessee or third parties for damages caused by bursting or leaking of water pipes, roof leaks, fire or any other casualty to any improvement or property, real or personal, presently located on the Premises or hereafter located or constructed, or for other casualty of any sort, or for damages resulting from any negligence of Lessee, its officers, employees or agents or any third party, or any occupant, invitee or user of Premises, or from any volunteer, spectator or any other person whomsoever. Lessee agrees to hold harmless and indemnify Lessor from any such loss and/or liability including Lessor's reasonable attorney fees and expenses and shall insure Lessor as hereinafter provided.

8. (a) Lessee agrees to hold harmless and indemnify Lessor from and against all loss, liability, claim and/or expense relating to injury to person or property that may be incurred by Lessee or any third party by reason of any accident or by reason of any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse or abuse of Premises demised herein, and Lessee will maintain adequate insurance for such purposes, including general public liability insurance in the minimal amounts set forth in subsection (b) of this paragraph. Lessor shall not be liable to Lessee or to any other person for injury, claim, loss or damage to any property or to any person, for which loss Lessee shall insure and save Lessor harmless therefrom.

(b) Lessee agrees to maintain at all times during the term of this Lease Agreement general public liability insurance in the minimal amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence and shall list Sullivan County as an additional insured on the policy.

(c) Lessee shall maintain fire insurance on any and all buildings existing at the time of this Agreement and any building or addition constructed hereafter. Lessor shall not be required to insure any building, addition or structure.

(d) Lessee agrees to furnish to Lessor Certificates of Insurance demonstrating that the Lessee has complied with the terms of this section of this Lease Agreement.

9. Lessee covenants and agrees to retain all utility billings in Lessee's name, and to pay or cause to be paid fully and promptly all utility charges billed for utilities consumed on Premises. As used herein the term "utility" is used to mean all electricity, gas, oil, water, sewer, garbage service, and any other type of service provided for or furnished to or for the benefit of the Premises.

10. (a) Lessee accepts the Premises as is. Lessee shall be responsible for the prompt maintenance and repair of the Premises and all improvements thereon at Lessee's sole risk, cost, and expense during the term of this Lease and any extension thereof including, but not limited to, plumbing, HVAC and other mechanical and electrical systems, maintenance of utility service, walls, roof, windows, parking areas, sidewalks and structures. Lessee shall at all times maintain the interior and exterior of the Premises in a clean, well maintained, sightly and safe condition free from any dangerous condition, nuisance, litter, clutter, trash and/or waste and shall make all repairs thereto, ordinary and extraordinary, foreseen and unforeseen. Lessee shall be responsible for, and bear the sole cost of the consequences of any damage to the Premises resulting from the delay in making needed repairs. Lessee shall keep the Premises in as good a condition as when first let, reasonable wear and tear excepted, and shall promptly undertake any actions as may be necessary to repair or restore the Premises in the event of any physical damage thereto. Lessor shall bear no obligation to maintain Premises in any way whether considered normal maintenance or capital improvement.

(b) Lessor shall maintain the Access Road in its current condition. Any improvements to the Access Road above and beyond its current condition shall be the sole responsibility of Lessee.

11. Lessee agrees not to make any alterations, additions, improvements or changes to Premises, interior or exterior, including, but not limited to, equipment and fixtures provided by Lessor or to install any major appliances in Premises without first obtaining the written consent of Lessor.

12. Lessor shall have the right to enter Premises at any and all times and this right shall exist whether or not Lessee shall be on Premises at such time.

13. It is understood that Lessor is a tax-exempt entity. In the event that this Lease be recharacterized such that taxes be assessed against the Premises , then this Lease shall be subject to termination and an appropriate adjustment shall be made by the parties in the form of additional rent, if necessary.

14. Upon termination or expiration of this Lease Agreement, Lessee shall peacefully surrender Premises to Lessor in as good a condition as is now, ordinary wear and tear excepted.

15. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor At: Office of the County Mayor
 Courthouse
 3411 Highway 126, Suite 206
 Blountville, Tennessee 37617

To Lessee At: Sullivan County-Bluff City-Kingsport Animal
 Control Center, Inc.

IN WITNESS-WHEREOF, the parties hereto have executed their signatures of the day and year first above written.

SULLIVAN COUNTY, TENNESSEE

BY: _____
Steve Godsey, County Mayor

Attest:

LESSOR

Jeanie Gammon, County Clerk

**SULLIVAN COUNTY-BLUFF CITY-
KINGSPORT ANIMAL CONTROL
CENTER, INC.**

BY: _____
Title: _____

LESSEE

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

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

WITNESS my hand and official seal this ____ day of _____, 2011.

Notary Public

My commission expires: _____

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of Sullivan County-Bluff City-Kingsport Animal Control Center, Inc., a Tennessee corporation, one of the within named bargainors, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

WITNESS my hand and seal, this ____ day of _____, 2011.

Notary Public

My commission expires: _____

Sullivan County, Tennessee
Board of County Commissioners

Item 21
Budget
No. 2011-03-32

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of March, 2011.

RESOLUTION To Amend The General Fund Budget For 2011 FY By \$24,000 To Increase The Appropriation For The U.T. Extension Office To Temporarily Continue The Funding Of A Position Being Terminated Due To Budget Reductions For That Agency

WHEREAS, the U. T. Extension Offices across the state of Tennessee have suffered through a number of budget reductions and as of June 30, 2011 an agent will be lost at the Sullivan County Office; and

WHEREAS, the local Director has applied for a grant to continue funding for this position; however, it is not expected that the grant will be approved in a timely fashion to maintain this position without interruption; and

WHEREAS, due to the uncertainty of the timing of the grant and to continue the employment of this position it is necessary to provide temporary funding potentially through December 31st of 2011.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes an amendment to the General Fund appropriation for the U.T. Extension Office by \$24,000 from the fund balance to provide temporary funding for the position (terminated) through the end of this calendar year if necessary to bridge the gap to the grant funding. (Account codes to be assigned by the Director of Accounts and Budgets).

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

Approved this 21st day of March 2011.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Dwight King
Prime Co-Sponsor(s): Bob Neal, Matthew Johnson, Randy Morrell

2011-03-32	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 03-21-11;**

MOTION ON FLOOR


MOTION AS FOLLOWS:

MOTION THAT MAYOR GODSEY SEND A LETTER TO ALL OUR REPRESENTATIVES EXPRESSING THE COUNTY COMMISSION'S OPPOSITION TO THE UNFUNDED MANDATE THAT HAS COME ABOUT BECAUSE OF THE "VOTER CONFIDENCE ACT"

MOTION MADE BY: BOYE
SECONDED BY: KILGORE

ACTION: MOTION APPROVED BY VOICE VOTE

**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR
SESSION APRIL 18, 2011.**


STEVE GODSEY
COMMISSION CHAIRMAN

