

COUNTY COMMISSION- REGULAR SESSION

OCTOBER 16, 2006

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, OCTOBER 16, 2006, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE STEVE GODSEY, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK AND SHERIFF WAYNE ANDERSON OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Mayor Steve Godsey. Sheriff Wayne Anderson opened the commission and 4-H Members Amanda Morrell, Kelsie Butler, Amber Magamoll and Kaitlen Feagins gave the invocation. Pledge to the flag was also led by the 4-H Members.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

CATHY L. ARMSTRONG	GARTH BLACKBURN
LINDA K. BRITTENHAM	"MOE" BROTHERTON
DARLENE R. CALTON	O. W. FERGUSON
CLYDE GROSECLOSE	TERRY HARKLEROAD
RALPH P. HARR	JOE HERRON
DENNIS HOUSER	SAMUEL C. JONES
ELLIOTT KILGORE	BILL KILGORE
DWIGHT D. KING	BUDDY KING
JAMES L. KING, JR.	R. WAYNE MCCONNELL
JOHN MCKAMEY	RANDY MORRELL
HOWARD G. PATRICK	MICHAEL SURGENOR
MARK VANCE	EDDIE WILLIAMS

24 PRESENT 0 ABSENT

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

Motion was made by Comm. Harr and seconded by Comm. Morrell to approve the minutes of the September 18, 2006 Regular Session of County Commission. Said motion was approved by voice vote.

PUBLIC COMMENTS: OCTOBER 16, 2006

THOSE SPEAKING DURING THE PUBLIC COMMENT TIME WERE AS FOLLOWS:

- 1. Bart Johnson concerning dumping situation on Skelton Bluff Rd.**
- 2. Burl Freeman concerning Skelton Bluff Rd.**
- 3. Elsie Freeman concerning Skelton Bluff Rd.**

PRESENTATION was made by Ambre Torbett to:

- 1. Dwight King for his service on the Planning Commission**
 - 2. Jack Jones for his service on the Board of Zoning Appeals**
-
-



Proclamation

WHEREAS, 4-H is a community where young people learn leadership, citizenship and life skills; and,

WHEREAS, 4-H is one of the largest youth development organizations in Tennessee with nearly 5 million youth involved in 4-H nationwide and,

WHEREAS, 4-H in Tennessee claims 328,086 youth members and 8531 adult volunteers, while Sullivan County's 4-H program numbers over 1637 members and over 60 adult and student volunteers; and,

WHEREAS, 4-H as part of the UT Extension is a program where youth learn together in all kinds of projects, events and activities; and,

WHEREAS, 4-H has been helping youth and adults learn, grow and work together for more than one hundred years;

NOW, THEREFORE, I, Steve Godsey, Mayor of Sullivan County and Chairman of the Sullivan County Board of Commissioners, do hereby proclaim October as National 4-H Month in Sullivan County and urge the people of this community to take advantage of the opportunity to become more aware of this special program which gives youth the chance to learn together and on their own as part of Sullivan County 4-H and to join us in recognizing the unique partnership between our county and our University System.

Steve Godsey, Mayor & Chairman
Sullivan County Board of Commissioners

10-16-06

Date

Sullivan County Board of Commissioners
Committee Assignments
2006-2007

<p style="text-align: center;">Administrative</p> <p>Garth Blackburn Clyde Groseclose Terry Harkleroad Dennis Houser Sam Jones Randy Morrell Michael Surgenor Mark Vance</p> <p><i>Addresses Utility Issues</i></p>	<p style="text-align: center;">Budget</p> <p>James "Moe" Brotherton Ralph Harr Dwight King James "Buddy" King Howard Patrick Eddie Williams Elliott Kilgore Joe Herron</p> <p><i>Serves as Delinquent Tax & Title VI Cmte</i></p>	<p style="text-align: center;">Executive</p> <p>Cathy Armstrong Linda Brittenham Darlene Calton O.W. Ferguson W.G. "Bill" Kilgore Wayne McConnell John McKamey James L. King, Jr.</p> <p><i>Oversees Youth Home</i></p>
<p style="text-align: center;">Building Committee</p> <p>Garth Blackburn Ralph Harr G.W. "Bill" Kilgore Dwight King James "Buddy" King* Wayne McConnell Michael Surgenor Mark Vance Eddie Williams</p>	<p style="text-align: center;">Beverage Board</p> <p>Cathy Armstrong Garth Blackburn Darlene Calton Terry Harkleroad* Elliott Kilgore Randy Morrell Howard Patrick</p> <p><i>Serves as Adult-Oriented Est. Board</i></p>	<p style="text-align: center;">Education Committee</p> <p>James "Moe" Brotherton Darlene Calton G.W. "Bill" Kilgore Dennis Houser Joe Herron O.W. Ferguson Wayne McConnell Glen Arwood, Ex Officio Jack Barnes, Ex Officio</p>
<p style="text-align: center;">Insurance Committee</p> <p>Cathy Armstrong Linda Brittenham Clyde Groseclose Joe Herron Sam Jones James L. King, Jr. John McKamey</p>	<p style="text-align: center;">Historical Commission</p> <p>Linda Brittenham James "Moe" Brotherton Clyde Groseclose Randy Morrell Dennis Houser Eddie Williams</p>	<p style="text-align: center;">Transportation Cmte</p> <p>Garth Blackburn Sam Jones Elliott Kilgore James "Buddy" King Terry Harkleroad Wayne McConnell John McKamey Eddie Williams</p>
<p style="text-align: center;">Agriculture Extension Committee</p> <p>Dwight King Dennis Houser John McKamey</p>	<p style="text-align: center;">Animal Shelter Committee</p> <p>Joe Herron</p>	<p style="text-align: center;">NETWORKS Sullivan Partnership Board</p> <p>Ralph Harr</p>
<p style="text-align: center;">Bays Mountain Park Committee</p> <p>James "Moe" Brotherton</p>	<p style="text-align: center;">Liason to City Governments</p> <p style="text-align: center;">Bluff City</p> <p>Dwight King John McKamey</p> <p style="text-align: center;">Bristol</p> <p>James "Buddy" King Cathy Armstrong</p> <p style="text-align: center;">Kingsport</p> <p>O.W. Ferguson James L. King, Jr.</p>	<p style="text-align: center;">Integrated Emergency Preparedness Council</p> <p>Garth Blackburn Elliott Kilgore Cathy Armstrong Mark Vance O.W. Ferguson</p>
<p style="text-align: center;">Planning Commission</p> <p>James "Buddy" King</p>		<p style="text-align: center;"><i>Committee Appointments Confirmed by County Commission 9/18/2006</i></p>
<p style="text-align: center;">Economic Resources</p> <p>Terry Harkleroad James L. King, Jr. Howard Patrick</p>		

* Appointments to be confirmed Oct '06

APPOINTMENTS APPROVED BY VOICE VOTE 10-16-06
CHANGES MADE SINCE APPROVAL ON SEPTEMBER 2006.

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Confirmation of Appointment

Whereas in accordance with T.C.A. §7-86-105(b)(1), Sullivan County Mayor, Steve M. Godsey recommends in favor of making the following reappointments to the Sullivan County Emergency Communications District Board;

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

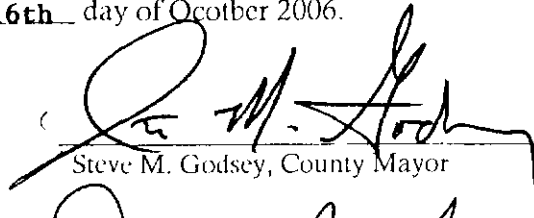
Sullivan County Emergency Communications District Board

Debbie Elsea - Term: 9-15-06 to 9-15-2010

Terry Jones - Term: 9-15-06 to 9-15-2010

Jerry Fleenor - Term: 9-15-06 to 9-15-2010

Confirmed this 16th day of October 2006.



Steve M. Godsey, County Mayor



Attest: Jeanie F. Gammon, County Clerk

Commission Action:

- Approved by Roll Call Vote
- Approved by Voice Vote
- Rejected on Vote

AYE	NAY	PASS	ABSENT

STATE OF TENNESSEE
COUNTY OF SULLIVAN

ELECTION OF NOTARIES

SEPTEMBER 18, 2006

MICKEY J. BAKER

DONNA C. BERRY

KATHERYN M. BRIGHT

S. GAEL BRIGHT

MARIE J. BROOKS

LANA C. BROWN

STEPHEN W. BRUMIT

JORITA JOHNSON CLAYTON

KENNETH MICHAEL DAFFRON

PATTY J. DAVIS

PAULA DIANE DENTON

JESSICA L. DEPEW

MARK S. DESSAUER

CAROLYN G. FIELDS

RANDALL D. FLEMING

MILDRED A. FLETCHER

METTE FLUKE

STEPHEN GILLY

DIANE M. HARTGROVE

EDNA A. HEGLAR

JAMES W. HOLMES

SHERIE M. HORTON

CYNTHIA L. HUDDLESTON

WILLIAM G. ISON

HEATHER JENKINS

REBECCA A. JONES

BETTE L. KNIGHT

BETTY S. LACKEY

JASON LESTER

MICHAEL DAVID LIGHT

THEODORE V. MCCOWN, JR

TERRY R. MCKNIGHT

PAUL A. MORRELL

JANILEA A. MOULDER

HOLLY NEURDENBURG

LESLIE H. OSBORN

JASON S. PRICE

LINDA H. QUESENBERRY

ERIC REECHER

WALTER H. SCHILLING, JR

JESSICA SPROLES

ELIOSE STROUTH

ANGELA L. TAYLOR

JACQUELIN ANNETTE THOMPSON

SANDIE TOLBERT

DAVID JAMES TUGGLE

ROGER L. WARNER

DARLENE WINEGAR

**UPON MOTION MADE BY COMM. HARR AND SECONDED BY COMM. BROTHERTON TO
APPROVE THE NOTARY APPLICATIONS HEREON, SAID MOTION WAS APPROVED BY ROLL CALL
VOTE OF THE COMMISSION. 22 AYE, 2 ABSENT.**

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY
SURETY BONDS

OCTOBER 16, 2006

VALERIE L. ACQUISTO

LISA NEWSOME ARNOLD

BETTY LOU CARRIER

MARLANA DEAN

JUDYA A. DOUGLAS

MICHAEL D. HAMLIN

JAMES T. HARSHA

SHELTON B. HILLMAN, JR

LORI M. HOPKINS

ROGER L. KERNS

MYRTLE E. OSBORNE

SHIRLEY D. PECKTOL

SHARON PHIPPS

CATHERINE S. RHINEHART

LINDA S. ROGERS

NANCY STALLARD

MARSHA S. VANDERPOOL

UPON MOTION MADE BY COMM. HARR AND SECONDED
BY COMM. BROTHERTON TO APPROVE THE NOTARY BONDS
OF THE ABOVE NAMED INDIVIDUALS, SAID MOTION WAS
APPROVED BY ROLL CALL VOTE OF THE COMMISSION.
22 AYE, 2 ABSENT.

2

AGENDA

Sullivan County Board of County Commission

October 16, 2006

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, October 16, 2006 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

- (1) File No. 08/06/01 Storie Land Partnership LP
Reclassify R-1 property located at 5381 Hwy - 11E to B-4 for the purpose of allowing for futures business. Property ID No. Tax Map 124-K, Group D, Parcel 31.00 located in the 9th Civil District. **Sullivan County Planning**

- (2) File No. 03/06/03 Paul Bryant
Reclassify R-1 & R-2A property located at 338 Old Stage Trail to R-3A for the purpose of allowing a duplex to be built. Property ID. NO. Tax map 52, Parcel 16.10, 18.50 & Part of 18.00 located in the 5th Civil District.
Sullivan County Planning

PETITION TO SULLIVAN COUNTY FOR REZONING #08/06/01

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

<p>Property Owner: <u>Storie Land Partnership LP</u></p> <p>Address: <u>P.O. Box 727</u> <u>Hampton TN 37658</u></p> <p>Phone <u>725-2059</u> Date of Request <u>07/17/2006</u></p> <p>Property Located in <u>2</u> Civil District</p> <p><i>Kenneth J. Robinson Co. Executive</i> Signature of Applicant</p>	<p><u>OFFICE USE ONLY</u></p> <p>Meeting Date <u>09/19/2006</u> Time <u>7:00 pm</u></p> <p>Place <u>Old Blountville Courthouse</u></p> <hr/> <p>Planning Commission Approved <input checked="" type="checkbox"/> <u>✓</u> Denied <input type="checkbox"/></p> <p>County Commission Approved <input checked="" type="checkbox"/> <u>x</u> Denied <input type="checkbox"/></p> <p>Other Roll Call Vote <u>23 Aye, 1 Absent</u></p> <p>Final Action Date <u>10-16-06</u></p>
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PROPERTY IDENTIFICATION

Tax Map No. 124-K / Group D / Parcel 31.00

Zoning Map 26 Zoning District R-1 Proposed District B-4

Property Location : 5381 Hwy-11E

Purpose of Rezoning: future bussiness

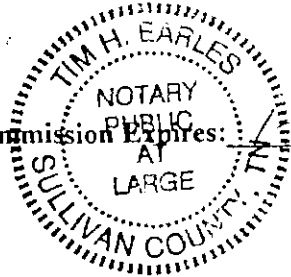
The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

Kenneth J. Robinson Co. Executive

SWORN TO AND SUBSCRIBED before me this 17 day of July, 2006.

Tim H. Earles
Notary Public

My Commission Expires: 1-16-08



X

PETITION TO SULLIVAN COUNTY FOR REZONING # 03/06/03

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

<p>Property Owner: <u>Paul Bryant</u></p> <p>Address: <u>338 Old Stage Trail</u> <u>Bristol, TN 37620</u></p> <p>Phone <u>764-2673</u> Date of Request <u>03/15/2006</u></p> <p>Property Located in <u>05</u> Civil District</p> <p><i>X</i> <u>Paul Bryant</u> Signature of Applicant</p> <p><i>Requested by Planning Commission to look to the County Commission</i></p>	<p style="text-align: center;"><u>OFFICE USE ONLY</u></p> <p>Meeting Date <u>06/20/06</u> Time <u>7:00pm</u></p> <p>Place <u>Old Blountville Courthouse</u></p> <hr/> <p>Planning Commission Approved <input checked="" type="checkbox"/> <u> </u> Denied <input type="checkbox"/> <u> </u></p> <p>County Commission Approved <input type="checkbox"/> <u> </u> Denied <input checked="" type="checkbox"/> <u> </u></p> <p>Other <u>Roll Call Vote 7 Aye, 17 Nay</u></p> <p>Final Action Date <u>10-16-06</u></p>
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PROPERTY IDENTIFICATION

Tax Map No. 52 / Group / Parcel 16.10 18.50 out of 19.00

Zoning Map 2 Zoning District R-1 Proposed District R-3A

Property Location : Old Stage Trail

Purpose of Rezoning: to allow a Duplex to be built

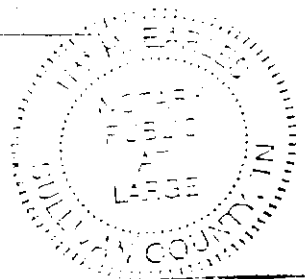
The undersigned, being duly sworn, hereby acknowledges that the information provided in this petition to Sullivan County for Rezoning is true and correct to the best of my information, knowledge and belief.

Paul Bryant

SWORN TO AND SUBSCRIBED before me this 15 day of March, 2006.

Tim M. Carter
Notary Public

My Commission Expires 1-16-2008



DRE THE COMMN.

COMMISSIONERS	No. Resolving		No. Requests		No. To Table		Resolutions		No. amend		No. Amend	
	1		2		1		2		#1		#2	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
Armstrong	✓			✓		✓			✓			✓
Blackburn	✓			✓		✓			✓			✓
Brittenham	✓			✓		✓			✓			✓
Brotherton	✓			✓		✓			✓			✓
Calton	✓			✓		✓			✓			✓
Ferguson	✓		✓			✓			✓			✓
Drose Drose	✓			✓		✓			✓			✓
Hardersoad	✓			✓		✓			✓			✓
Harr	✓		✓			✓			✓			✓
Herron	✓			✓		✓			✓			✓
Houser	✓			✓		✓			✓			✓
Jones	✓			✓		✓		A	✓			✓
Elliott Kelgore	✓			✓		✓		✓	✓			✓
Bill Kelgore	✓		✓			✓		✓	✓			✓
Dwight King	✓			✓		✓		✓	A			✓
Buddy King	✓			✓		✓		✓	✓	P		✓
James King Jr.	✓			✓		✓		✓	✓	✓		✓
McConnell	✓			✓		✓		✓	✓	✓		✓
McKamey	✓			✓		✓		✓	✓	✓		✓
Morrill	✓			✓		✓		✓	✓	✓		✓
Patrick	A			✓		✓		✓	✓	✓		✓
Surgenor	✓			✓		✓		✓	✓	✓		✓
Vance	✓			✓		✓		✓	✓	✓		✓
Williams	✓			✓		✓		✓	✓	✓		✓

23 Aye 7 Aye 6 Aye 7 Aye 22 Aye 15 Aye 4 Aye 17 Aye
 1 abs. 17 Nay 18 Nay 1 Nay 2 abs. 8 Nay 20 Nay 9 Nay
 1 Pass 1 Pass

ACTIONS BEFORE THE COMM.	No. 11		No. 12		No. 13		No. 14		No. 15		No. 16		No.		No.		No.	
	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay	Aye	Nay
Armstrong	✓				✓		✓											
Blackburn	✓				✓		✓											
Brittenham	✓				✓		✓											
Brotherton	✓				✓		✓											
Calton	✓				✓		✓											
Ferguson	✓				✓		✓											
Grosclose	✓				✓		✓											
Hankleroad	✓				✓		✓											
Harr	✓				✓		✓											
Herron	✓				✓		✓											
Houser	✓				✓		✓											
Jones	✓				✓		✓											
Elliott Kelgore A	✓				✓		✓											
W. Bill Kelgore	✓				✓		✓											
Dwight King	✓				✓		✓											
J. Buddy King	✓				✓		✓											
James L King Jr.	✓				✓		✓											
McConnell	✓				✓		✓											
McKamey	✓				✓		✓											
Morrill	✓				✓		✓											
Patrick	✓				✓		✓											
Surgenor	✓				✓		✓											
Vance	✓				✓		✓											
Williams	✓				✓		✓											
	23 Aye				24 Aye		19 Aye											
	1 abs.						5 Nay											

RESOLUTIONS ON DOCKET FOR OCTOBER 16, 2006

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	APPROVED 10-16-06
#2 AUTHORIZING ADOPTION OF PANEL OF PHYSICIANS FOR WORKERS' COMPENSATION PROGRAM	APPROVED 10-16-06
#3 AUTHORIZING LEASE AGREEMENT WITH TRADITIONAL APPALACHIAN MUSIC HERITAGE ASSOCIATION FOR LIMITED USE OF ANDERSON TOWNHOUSE AND RUTLEDGE HOUSE PROPERTIES	APPROVED 10-16-06
#4 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 10 TH C.D.- PAGE STREET	APPROVED 10-16-06
#5 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 10 TH C.D.- MCCLAIN ROAD AND BEECHNUT CITY ROAD	APPROVED 10-16-06
#6 ADOPT THE SULLIVAN COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN	APPROVED 10-16-06
#7 AUTHORIZING SULLIVAN COUNTY TO ENTER INTO MEMBER COUNTY AGREEMENT WITH CAREMARK PCS HEALTH, L.P. AND NACO	WITHDRAWN 10-16-06
#8 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 8 TH & 16 TH CIVIL DISTRICT- LAKE SHORE ROAD	APPROVED 10-16-06
#9 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 7 TH CIVIL DISTRICT – BUTTERMILK ROAD & CHILDRESS FERRY ROAD	APPROVED 10-16-06
#10 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 14 TH CIVIL DISTRICT – SHADYSIDE DR & LINDENWOOD DR	1 ST READING 10-16-06
#11 AUTHORIZE TRAFFIC SIGN CHANGES IN THE 18 TH CIVIL DISTRICT – HAMILTON ROAD	APPROVED 10-16-06
#12 SUPPORT THE ERECTION OF HISTORICAL MARKER IN HONOR OF RALPH BLIZARD ON THE PREMISES OF THE RUTLEDGE HOUSE	1 ST READING 10-16-06
#13 ENDORSE THE ACTIONS OF THE INDUSTRIAL DEVELOPMENT BOARD OF SULLIVAN COUNTY RELATIVE TO A PAYMENT-IN-LIEU OF TAX AGREEMENT (PILOT)	APPROVED 10-16-06
#14 APPROVE DESIGNATING THE INSIDE OF ALL COUNTY BUILDINGS AS TOBACCO FREE ENVIRONMENTS	APPROVED 10-16-06
#15 APPROPRIATE FUNDS TO ENABLE THE REDEVELOPMENT OF PROPERTY ON EAST STONE DRIVE	1 ST READING 10-16-06
#16 APPROVE PROCEDURE REGARDING REQUESTS FOR SUSPENSION OF RULES ON RESOLUTIONS ON FIRST READING	1 ST READING 10-16-06

Sullivan County, Tennessee
Board of County Commissioners

Item 1
No. 2006-10-00

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

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,

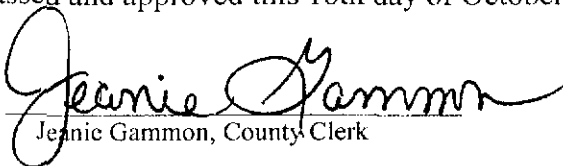
WHEREAS, such rezoning petitions will require an amendment to the Sullivan County Zoning Resolution.

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.

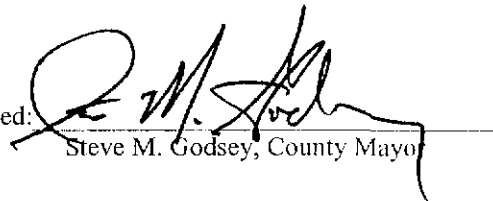
All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of October 2006.

Attested:


Jeanie Gammon, County Clerk

Approved:


Steve M. Godsey, County Mayor

Sponsor: James "Buddy" King
Prime Co-Sponsor(s): O.W. Ferguson

2006-10-00	County Commission
ACTION	APPROVED 22 AYE, 2 ABSENT

Comments: **Motion to approve made by Comm. Brittenham.**

Sullivan County, Tennessee
Board of County Commissioners

3246
Item 13
Executive/Administrative/Budget
No. 2006-06-65

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of June, 2006.

RESOLUTION Authorizing Adoption of Panel of Physicians for Workers' Compensation Program

WHEREAS, Tennessee workers' compensation law Tennessee Code Annotated §50-6-204(4)(A) requires employers to designate a group of three (3) or more reputable physicians or surgeons not associated together in practice from which an injured employee shall have the privilege of selecting an operating surgeon or attending physician relative to their work-related injury; and

WHEREAS, in an effort to ensure cooperation between the physicians and/or surgeons and Sullivan County and to control the costs associated with workers' compensation claims, Sullivan County should exercise its power to adopt such a panel and should limit the panel to the minimum number of three (3) physicians and surgeons as allowed by statute;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby directs the County Attorney, with assistance from the Risk Manager, Crawford & Company and a representative from the School Department, to select and designate a panel of ~~only three (3)~~ ^{six members} physicians and/or surgeons, as allowed by statute, for use hereafter in all workers' compensation claims.

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.

Hereby approved this 16th day of October 2006.

Attested:

Jeanie Gammon
Jeanie Gammon, County Clerk

Approved:

Richard S. Venable
Richard S. Venable, County Mayor
Steve Godsey
Steve Godsey

Sponsored By: McKamey

Prime Co-Sponsor(s): Vance Jones, McConnell

2006-06-65	Administrative	Budget	Executive	County Commission
ACTION	No Action 6-5-06	No Action 6-8-06	Approve 6-7-06	Approved 10-16-06

15 Aye, 8 Nay, 1 Pass

Notes: 1st Reading 06-19-06; Deferred 07-17-06; Deferred 08-21-06;

Request to be removed as Co-Sponsor by Vance 09-18-06; Request by Jones and McConnell to be added as Co-Sponsors 09-18-06; Motion by Williams, second by Vance to refer to Insurance Committee. Motion approved 09-18-06- Resolution deferred and referred to Insurance Committee 09-18-06;

AMENDMENT #1(ATTACHED) FAILED 10-16-06

AMENDMENT #2 (ATTACHED) APPROVED BY ROLL CALL AND APPROVED WITH RESOLUTION 10-16-06-

AMENDMENT AS FOLLOWS: TO EXTEND THE PANEL TO SIX MEMBERS-TWO DOCTORS FROM BRISTOL, TWO FROM KINGSPORT, ONE FROM BLOUNTVILLE, AND ONE FROM PINEY FLATS.

RESOLUTION #2 AMENDMENT #1

Proposed Amendment to Resolution Authorizing Adoption of Panel of Physicians for Workers' Compensation Program

BE IT RESOLVED that the 4th line of paragraph three (3) be changed to read as follows:

"representative from the School Department, to select and designate a panel of three (3) or more".

This is the wording as set out in T.C.A. 50-6-204. It does not read only three (3).

Submitted by: James L. King, Jr.
Clyde Groseclose

AMENDMENT FAILED 10-16-06

PROPOSED AMENDMENT #2 TO

RES. # 2006-06-65

AMEND AS FOLLOWS:

TO EXTEND THE PANEL TO SIX MEMBERS- TWO DOCTORS FROM BRISTOL, TWO FROM KINGSPORT, ONE FROM BLOUNTVILLE AND ONE FROM PINEY FLATS.

INTRODUCED BY: HARR

SECONDED BY: BLACKBURN

COMMENTS: AMENDMENT APPROVED BY ROLL CALL VOTE 14 AYE, 9 NAY, 1 PASS and APPROVED WITH RESOLUTION 10-16-06.

MOTION ON FLOOR

MOTION AS FOLLOWS:

MOTION TO TABLE AMENDMENT #2 – RESOLUTION #2006-06-65

INTRODUCED BY: MCCONNELL
SECONDED BY: JONES

COMMENTS: FAILED BY ROLL CALL VOTE 7 AYE, 17 NAY.

Sullivan County, Tennessee
Board of County Commissioners

3
Item #

Executive
No. 2006-09-101

To the Honorable Steve Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of September, 2006.

RESOLUTION Authorizing Lease Agreement with Traditional Appalachian Music Heritage Association for Limited Use of Anderson Townhouse and Rutledge House Properties

WHEREAS, the Traditional Appalachian Music Heritage Association has requested that Sullivan County lease to it portions of the Anderson Townhouse and Rutledge House properties for limited purposes; and

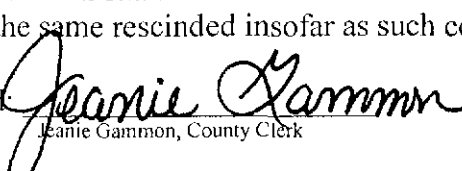
WHEREAS, the Sullivan County Historical Preservation Association has negotiated a proposed Lease Agreement with Traditional Appalachian Music Heritage Association for limited use of these facilities, a copy of which is attached hereto;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the County Mayor to execute on behalf of Sullivan County the attached Lease Agreement with the Traditional Appalachian Music Heritage Association for limited use of the Anderson Townhouse and Rutledge House properties.

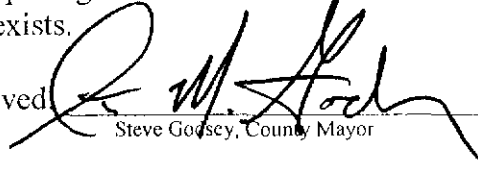
[WAIVER OF RULES REQUESTED]

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.

Attested:


Jeanie Gammon, County Clerk

Approved:


Steve Godsey, County Mayor

Sponsored By: Houser

**Prime Co-Sponsor(s): Blackburn, Brittenham, Brotherton, Herron, Jones,
Morrell, Surgenor**

2006-09-101	Administrative	Budget	Executive	County Commission
ACTION	Approve 9-11-06			Approved 10-16-06 24 Aye

Notes: **1st Reading 09-18-06;**

AMENDMENT #1 submitted by James L. King, Jr. as follows "BE IT RESOLVED THAT IN PARAGRAPH 5 of TERMS AND CONDITIONS OF THE LEASE AGREEMENT EVERYWHERE TEN YEARS APPEAR THAT TEN YEARS BE CHANGED TO READ FOUR YEARS. DIES FOR LACK OF NO SECOND.

AMENDMENT #2 SUBMITTED BY BLACKBURN SECONDED BY BRITTENHAM AS FOLLOWS "TO CHANGE FROM TEN YEAR TO A FIVE YEAR LEASE". Amendment accepted by sponsor and approved with Resolution 10-16-06.

LEASE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, ____, by and between **COUNTY OF SULLIVAN, TENNESSEE**, a political subdivision of the State of Tennessee, and **SULLIVAN COUNTY HISTORICAL PRESERVATION ASSOCIATION, INC.**, a Tennessee not-for-profit corporation, hereinafter called "Lessor", and **TRADITIONAL APPALACHIAN MUSIC HERITAGE ASSOCIATION**, hereinafter called "Lessee";

WITNESSETH:

NOW, THEREFORE, in consideration of One (\$1.00) Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations as hereinafter set forth, and in consideration of and subject to the covenants and conditions hereinafter set out, Lessor does hereby demise and lease to Lessee limited use of the property generally known as the "Anderson Townhouse" located on Highway 126, Blountville, Tennessee and the "Rutledge House" located at 3391 Highway 126, Blountville, Tennessee.

TERMS AND CONDITIONS

1. Lessee shall be allowed to utilize a part of the central room located between the kitchen and the original historical structure located within the Anderson Townhouse (side entrance on porch of Anderson Townhouse) for the purpose of operating an office. Lessee acknowledges that this central room is often unsecured and will be open to the public. The part of the central room hereby leased to Lessee is generally described as the offset portion of the central room accounting for about one-third of the available space in the central room. It is understood and agreed that this part will be partitioned off and enclosed for use by Lessee as an office. The exact dimensions and location of such enclosure shall be set by Lessor. Lessee may secure this enclosed portion of the central room at its pleasure.

2. Lessee shall be allowed to utilize the Anderson Townhouse facility the second

Tuesday of each month for the purpose of general use and board meetings.

3. Lessee shall be allowed to utilize the Anderson Townhouse facility every Friday night for the purpose of allowing the continuation of the traditional Appalachian music jam sessions sponsored by Lessee which have been occurring at this location now for many years.

4. Additional use of the Anderson Townhouse and Rutledge House by Lessee shall be subject to approval of Lessor; Lessee acknowledges that Lessor can and may refuse such additional use for any or no reason.

5. The term of this lease shall be for a period of ten (10) years beginning _____, 2006 and ending at midnight on _____, 2016 with the option to renew this Lease Agreement for an additional ten (10) years upon written agreement by Lessor. Lessee acknowledges that such ten (10) year extension shall be subject to the approval of Lessor and that Lessor can and may refuse to approve such extension for any or no reason.

6. In exchange for limited use of the Anderson Townhouse facility as set forth herein, Lessee agrees to donate to Lessor immediately a one-time amount in the sum of One Thousand Dollars (\$1,000.00) which will be applied toward the cost of restoration of the Anderson Townhouse.

7. In addition to such one time payment, Lessee agrees to pay to Lessor a monthly maintenance fee of Forty Dollars (\$40.00) to be applied towards the general maintenance of the Anderson Townhouse.

8. In the event Lessee utilizes the Anderson Townhouse or Rutledge House for any reason other than as set forth herein or otherwise approved by Lessor, such use shall be good cause for this Lease Agreement to be terminated immediately.

9. Lessee shall not assign this Lease nor sub-let the premises at any time.

10. Lessee agrees not to make any alterations, additions, improvements or changes to the premises, interior or exterior, or to the equipment and fixtures located thereon and agrees not to keep any personal property on the premises.

11. Lessee shall keep and maintain the leased premises in good and clean condition during its use. Lessee agrees to be responsible for clean-up of the leased premises after each JAM session and after any other use of the premises by Lessee, its agents, officers, employees, members, guests, or invitees. Lessee agrees to pay Lessor for any and all loss or damages to the Anderson Townhouse and Rutledge House caused by Lessee, its agents, officers, employees, members, guests, or invitees.

12. All personal property placed or moved upon or into the Anderson Townhouse or Rutledge House for storage purposes or any other reason shall be at the sole risk of Lessee and/or owner of such personal property and the 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 personal property stored on the property, or for other casualty or for damages resulting from any negligence of Lessee, its agents, officers, employees, members, guests, or invitees, or from the negligence of any third party, or any occupant, invitee or user of the premises, or from any spectator or any other person whomsoever. Lessee agrees to save 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.

13. Lessee agrees that it will be responsible for any damages to the Anderson Townhouse and Rutledge House and/or damages to or loss of personal property located thereon caused by Lessee, its agents, officers, employees, members, guests, or invitees.

14. (a) Lessee agrees to save harmless and indemnify Lessor from and against all loss, liability, claim or expense due to injury to person or property that may be suffered by Lessee, its agents, officers, employees, members, guests, or invitees, and/or any third party by reason of any accident or any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse or abuse of the premises leased herein by Lessee, its agents, officers, employees, members, guests, or invitees. 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.

(b) Lessee agrees to maintain at all times during the term of this Lease Agreement general public liability insurance in the minimal amount of Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence and shall list Sullivan County as an additional insured on the policy.

(c) Neither Lessee nor Lessor shall have any obligation to maintain fire insurance on any buildings covered by this Agreement. Such insurance may or may not be provided at the sole discretion of Lessor as Lessor deems necessary in the name of Lessor.

(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.

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

16. If at any time during the term of this Lease, Lessee shall cease to use the leased premises as set forth in section one (1), two (2), and three (3) above for a period of one year, Lessor may assume that Lessee has abandoned the Leased Premises and this Lease shall immediately terminate.

17. (a) Lessor reserves the absolute right to terminate this Lease Agreement for any reason or for no reason by giving written notification to Lessee in writing thirty (30) days prior to the date when such termination becomes effective and the parties stipulate that the mailing of notice to the hereinafter stated address shall constitute compliance with this article of this Lease Agreement.

(b) Lessee reserves the right to terminate this Lease Agreement by giving written notification to Lessor in writing thirty (30) days prior to the date when such termination becomes effective, such notice to be sent to Lessor at the address hereinafter stated.

(c) Upon termination or expiration of this Lease Agreement, Lessee shall peacefully

surrender said property to Lessor in as good a condition as is now.

18. 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
3411 Highway 126, Suite 206
Blountville, Tennessee 37617
To Lessee At: Traditional Appalachian Music Heritage Association
PO Box 228
Blountville, TN 37617

19. Nothing in this agreement is intended or should be construed as creating a partnership relationship between the Lessor and Lessee or as making Lessor an agent, representative or employee of Lessee or as making Lessee an agent, representative or employee of Lessor.

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

SULLIVAN COUNTY, TENNESSEE

BY: _____
STEVE GODSEY
Sullivan County Mayor

Attest:

Jeanie Gammon, County Clerk

BY: _____
NELDA HULSE
Sullivan County Purchasing Agent

**SULLIVAN COUNTY HISTORICAL
PRESERVATION ASSOCIATION, INC.**

BY: _____
Title: _____

Lessor

**TRADITIONAL APPALACHIAN MUSIC
HERITAGE ASSOCIATION**

BY: _____
Title: _____

Lessee

AUTO - OWNERS INSURANCE COMPANY
* * COMPANY COPY * *
TAILORED PROTECTION POLICY PROPOSAL

Date: 10/05/2006

Agency Code: 19-0088-00

CLIENT:
Traditional Applachian Musical Herit
Main St
Blountville, TN 37618

AGENCY:
John F Harty, Agent
Burke, Powers & Harty, Inc.
1236 Volunteer Parkway
Bristol, TN 37620
Phone: (423)764-2112

Proposal Effective: 10/05/2006
Rates Effective: 01/14/2006
Entity: Civic organization

*BINDER
EFFECTIVE
10/13/06
John F. Harty*

THIS PROPOSAL IS VALID FOR 60 DAYS

NOTICE:

This proposal of coverages and premiums is general in terms and may differ from actual coverage, conditions, insuring agreements and policy premium upon issuance of an actual policy. It is our intent to match proposals with issued policies as closely as possible; however exposures, coverages and policy options can change from the initial proposal which will result in higher or lower premiums.

Acceptability and use of scheduled credits or debits on this proposal is subject to acceptance and approval by our underwriting department.

Year Business Started: 2005
Prior Losses: 0
Prior Carrier Premium Range: \$0 - \$2,500
Loss Runs Attached: No

COMPREHENSIVE GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

PREMISES & OPERATIONS

General Aggregate - \$ 1,000,000
Each Occurrence - \$ 1,000,000

PRODUCTS & COMPLETED OPERATIONS

Aggregate - \$ 1,000,000
Each Occurrence - \$ 1,000,000

PERSONAL INJURY AND ADVERTISING INJURY - \$ 1,000,000

DAMAGE TO PREMISES RENTED TO YOU - \$ 50,000 Any One Premises

MEDICAL PAYMENTS - \$ 5,000 Any One Person

General Aggregate limit is automatically reinstated once.

Sullivan County, Tennessee
Board of County Commissioners

4
Item 14
Executive
No. 2006-09-106
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of September 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 10th Civil District – Page Street

WHEREAS, Commissioner Terry Harkleroad requested the Sullivan County Highway Department to make traffic sign changes on Page Street located in the 10th Civil District (6th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

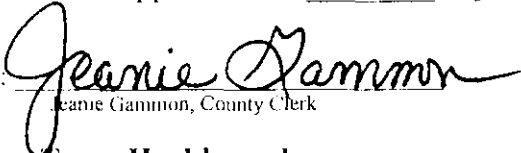
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

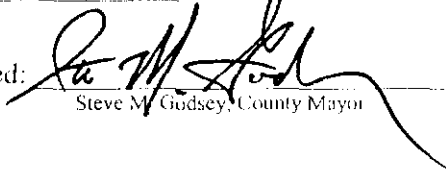
10th Civil District (6th Commission District)

To reduce the Speed Limit on Page Street from 35 MPH to 25 MPH and post proper signage.

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.

Duly passed and approved this 16th day of October 2006.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsor: Terry Harkleroad
Prime Co-Sponsor(s): Patrick, Surgenor

HWY

2006-09-106	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 24 Aye

Notes: **1st Reading 09-18-06;**

RESOLUTION REQUEST REVIEW

DATE: September 11, 2006

TO: Sullivan County Commission

REQUEST MADE BY: Terry Harkleroad

SUBJECT: To reduce the Speed Limit on Page Street from
35 MPH to 25 MPH.

10 CIVIL DISTRICT

6 COMMISSIONER DISTRICT Howard Patrick
Michael Spurgenor

X RECOMMENDED BY HIGHWAY DEPARTMENT

____ NOT RECOMMENDED BY HIGHWAY DEPARTMENT

COMMENT: _____



9/11/2006
TRAFFIC COORDINATOR



9/11/2006
HIGHWAY COMMISSIONER

Sullivan County, Tennessee
Board of County Commissioners

5
Item ~~16~~
Executive
No. 2006-09-108
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of September 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 10th Civil District – McClain Road and Beechnut City Road

WHEREAS, Commissioner Michael Surgenor requested the Sullivan County Highway Department to make traffic sign changes in the 10th Civil District (6th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the requests and approved same;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

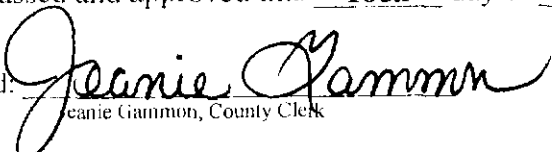
10th Civil District (6th Commission District)

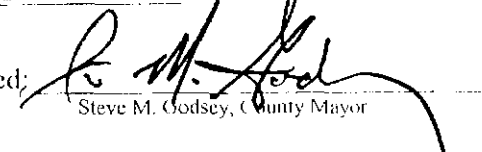
To place a 25 MPH Speed Limit on McClain Road at Timbertree Branch Road; and

To place a 25 MPH Speed Limit on Beechnut City Road at J.H. Fauver Road.

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.

Duly passed and approved this 16th day of October 2006.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsor: Michael Surgenor
Prime Co-Sponsor(s): Patrick, Harkleroad

2006-09-108	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 24 Aye

Notes: 1st Reading 09-18-06;

RESOLUTION REQUEST REVIEW

DATE: September 11, 2006

TO: Sullivan County Commission

REQUEST MADE BY: Michael Surgenor

SUBJECT: To place a 25 MPH SPEED LIMIT on McClain Road at
Timbertree Branch Road.

10 CIVIL DISTRICT

6 COMMISSIONER DISTRICT Howard Patrick
Terry Harkleroad

X RECOMMENDED BY HIGHWAY DEPARTMENT

____ NOT RECOMMENDED BY HIGHWAY DEPARTMENT

COMMENT: _____



9/11/2006
TRAFFIC COORDINATOR



9/11/2006
HIGHWAY COMMISSIONER

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Administrative
No. 2006-09-109
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of September 2006.

RESOLUTION To Adopt the Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan

WHEREAS, Sullivan County recognizes the threat that natural disasters and hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, Sullivan County participated jointly in the planning process with the other local units of government within the County to prepare the Multi-Jurisdictional Local Hazard Mitigation Plan;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby adopts the Sullivan County Multi-Jurisdictional Hazard Mitigation Plan as an official plan.

BE IT FURTHER RESOLVED that the Sullivan County Emergency Management Agency will submit on behalf of the participating municipalities the adopted Sullivan County Multi-Jurisdictional Hazard Mitigation Plan to the Federal Emergency Management Agency officials for final review and approval.

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.

Hereby approved this 16th day of October, 2006.

Attest: Jeanie Gammon Approve: Steve M. Godsey
Jeanie Gammon, County Clerk Steve M. Godsey, County Mayor

Sponsored By: James "Buddy" King
Prime Co-Sponsor(s): Herron, Vance, Williams

2006-09-109	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 24 Aye

Notes: **1st Reading 09-18-06;**

2006-09-109

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, Ga 30341



FEMA

August 22, 2006

Mr. James H. Bassham, Director
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, Tennessee 37204

Attention: Ms. Judy Huff

Reference: Multi-Jurisdiction Hazard Mitigation Plan: Sullivan County, Tennessee HMGP-1387-001

Dear Mr. Bassham:

This is to confirm that we have completed a review of the revised Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan for compliance with the federal mitigation planning standards resulting from the Disaster Mitigation Act of 2000, as contained in 44 CFR 201.6 (b)-(d). Based on our review and comments, Sullivan County developed and submitted all the necessary revisions. Our staff have reviewed and approved these revisions.

We have determined that the revised Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan is now compliant with federal standards, subject to formal community adoption, for the jurisdictions listed below:

- Sullivan County
- City of Kingsport

Upon submittal of a copy of the County's and the participating jurisdiction's adoption documentation to our office, we will issue formal approval of the Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan.

The City of Bluff City also participated in the Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan. However, we have determined that the Plan, as applied to this jurisdiction, is deficient in complying with mitigation strategy requirements with respect to the flood hazard. While the Plan acknowledges that the City of Bluff City has significant flooding potential and special flood hazard areas (SFHA) identified by FEMA, it does not include a comprehensive strategy for flood damage prevention in the community. Furthermore, the City of Bluff City has no existing regulations to require that new construction and infrastructure and/or substantial improvements of existing buildings within the identified SFHA's be built to resist flood damages. Therefore, the Plan, as applied to the City of Bluff City, does not currently comply with 44 CFR 201.6, particularly sub-part (c)(3), "Mitigation Strategy."

According to these regulations, the Local Hazard Mitigation Plan must "include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools. In addition, they require the following information to be included in the mitigation strategy:

- The hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
- The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

Upon Submittal of one or more of the following, we will approve the Sullivan County Multi-Jurisdictional Local Hazard Mitigation Plan as compliant for the City of Bluff City:

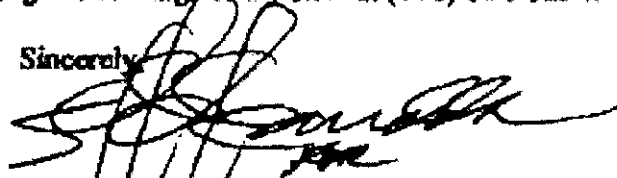
- An adopted revised flood mitigation strategy that addresses how the City of Bluff City will reduce future flood losses for new development and infrastructure, and major improvements to existing structures;
- An adopted flood damage prevention ordinance that complies with minimum National Flood Insurance Program (NFIP) standards, as contained in 44 CFR 60; and/or
- Documentation of acceptance of the City of Bluff City into the NFIP.

We encourage officials from the City of Bluff City to contact the Tennessee Department of Economic & Community Development, Local Planning Assistance Office, for assistance in developing an effective flood mitigation strategy and/or flood damage prevention ordinance.

It should also be noted that the City of Bluff City, is sanctioned by the NFIP as being a "non-participating community" for not adopting flood damage prevention regulations within the FEMA identified SFHA. NFIP sanctioned communities are not eligible applicants for the Pro-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) grant programs, and are only eligible for Hazard Mitigation Grant Program (HMGP) projects located outside of the SFHA's. Upon receipt of documentation that the City of Bluff City has been accepted as a participating community in the NFIP, it will become eligible to apply for PDM, FMA, and HMGP projects within the identified SFHA's.

If you or Sullivan County have any further questions or need any additional information, please do not hesitate to contact Mary Margaret Stallings of my staff at (770)-220-5234.

Sincerely,



Clayton B. Saucier, Chief
Hazard Identification and
Risk Assessment Branch
Mitigation Division.

Sullivan County, Tennessee
Board of County Commissioners

7
Item 18
Executive
No. 2006-09-110

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of September, 2006.

RESOLUTION Authorizing Sullivan County to Enter Into Member County Agreement with CaremarkPCS Health, L.P. and NACO

WHEREAS, the Sullivan County Board of Commissioners previously approved Resolution No. 2006-03-29 on April 17, 2006 authorizing Sullivan County to join the National Association of Counties (NACO); and

WHEREAS, by joining NACO, Sullivan County is eligible to participate in a program through NACO and CaremarkPCS Health, L.C. to provide the uninsured and underinsured residents of Sullivan County with a discount prescription card;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize Sullivan County to enter into the attached proposed contract with NACO and CaremarkPCS Health, L.C. to provide a discount prescription card to Sullivan County's uninsured and underinsured residents and authorize the County Mayor to execute said contract on behalf of Sullivan County.

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.

Attested: _____
Jeanie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsored By: Vance
Prime Co-Sponsor(s): Herron

2006-09-110	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 09-18-06; Withdrawn 10-16-06;**

CAREMARKPCS HEALTH, L.P.
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. **DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 **Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. **Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. **Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 **Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 **Mail Service Program.** Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("SpecialtyRx Services").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

- a. **"AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.
- b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.
- c. **"Claim(s)"** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.
- d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.
- e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- f. **"Manufacturer"** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.
- g. **"Maximum Allowable Cost (MAC)"** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.
- h. **"Participant"** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.
- i. **"Participating Pharmacy"** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.
- j. **"Rebate(s)"** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

EXHIBIT D
REDACTED CONTRACT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

By: - Signature on File -
Larry E. Naake

- Signature on File -

Title: Executive Director

Title: _____

Date: _____

Date: _____

*EXHIBIT D
REDACTED CONTRACT*

*EXHIBIT A
ADDITIONAL SERVICES*

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

EXHIBIT D
REDACTED CONTRACT

EXHIBIT B
FEEES

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____
("Member County").

Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program (dated as of March 1, 2006
(the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which
Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and
conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it
were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the
Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment.
Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is
adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer,
terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback
Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations
under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is
defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human
Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback
Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and
Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under
the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County,
Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and
voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____
Signature on File

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.P.

By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

By: _____
Signature on File

(County Name)

Title: _____

By: _____
Signature on File

Date: _____

Title: _____

Date: _____

Sullivan County, Tennessee
Board of County Commissioners

Item 8
Executive
No. 2006-10-112
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 8th & 16th Civil District – Lake Shore Road

WHEREAS, Commissioners McKamey, Blackburn, King, Houser, and Brittenham requested the Sullivan County Highway Department to make traffic sign changes on Lake Shore Road in the 8th and 16th Civil District (4th & 5th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

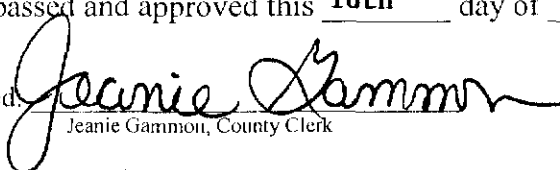
8th & 16th Civil District (4th & 5th Commission District)

To place NO PARKING signs on Lake Shore Road off Egypt Road.

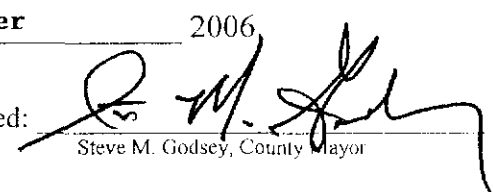
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of October 2006.

Attested:


Jeanie Gammon, County Clerk

Approved:


Steve M. Godsey, County Mayor

Sponsor: John McKamey

Prime Co-Sponsor(s): Garth Blackburn, Linda Brittenham, Dennis Houser, Dwight King

IIWY

2006-10-112	Administrative	Budget	Executive	County Commission
ACTION			Approve 10-4-06	Approved 10-16-06 24 Aye

Notes:

RESOLUTION REQUEST REVIEW

DATE: September 19, 2006

TO: Sullivan County Commission

REQUEST MADE BY: John McKamey, Garth Blackburn , Dwight King,
Dennis Houser, Linda Brittenham

SUBJECT: To place NO PARKING signs on Lake Shore Rd. off Egypt Rd.

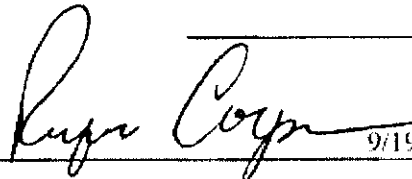
8, 16 **CIVIL DISTRICT**

4, 5 **COMMISSIONER DISTRICT** _____

X **RECOMMENDED BY HIGHWAY DEPARTMENT**

_____ **NOT RECOMMENDED BY HIGHWAY DEPARTMENT**

COMMENT: Vehicles blocking the road also parking on the road.



9/19/2006
TRAFFIC COORDINATOR



9/19/2006
HIGHWAY COMMISSIONER

Sullivan County, Tennessee
Board of County Commissioners

Item 9
Executive
No. 2006-10-113
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 7th Civil District – Buttermilk Road & Childress Ferry Road

WHEREAS, Commissioner Michael Surgenor requested the Sullivan County Highway Department to make traffic sign changes at the intersection of Buttermilk Road and Childress Ferry Road in the 7th Civil District (6th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;


NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

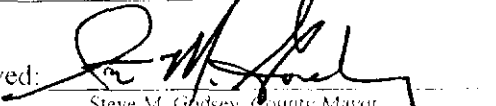
7th Civil District (6th Commission District)

To place a STOP sign at the intersection of Buttermilk Road and Childress Ferry Road.

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.

Duly passed and approved this 16th day of October 2006.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Steve M. Godsey, County Mayor

Sponsor: Michael Surgenor

Prime Co-Sponsor(s): Howard Patrick, Terry Harkleroad

2006-10-112	Administrative	Budget	Executive	County Commission
ACTION			Approve 10-4-06	Approved 10-16-06 24 Aye

Notes:

RESOLUTION REQUEST REVIEW

DATE: September 28, 2006

TO: Sullivan County Commission

REQUEST MADE BY: Michael Surgenor

SUBJECT: To place a STOP sign at the intersection of
Buttermilk Road and Childress Ferry Road.

7 **CIVIL DISTRICT**

6 **COMMISSIONER DISTRICT** Howard Patrick
Terry Harkleroad

X **RECOMMENDED BY HIGHWAY DEPARTMENT**

 NOT RECOMMENDED BY HIGHWAY DEPARTMENT

COMMENT: _____



TRAFFIC COORDINATOR 9/28/2006



HIGHWAY COMMISSIONER 9/28/2006

Sullivan County, Tennessee
Board of County Commissioners

Item 10
Executive
No. 2006-10-114
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 14th Civil District – Shadyside Drive & Lindenwood Drive

WHEREAS, Commissioner Darlene Calton requested the Sullivan County Highway Department to make traffic sign changes in the 14th Civil District (8th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

14th Civil District (8th Commission District)

To place two STOP signs on Shadyside Drive at Lindenwood Drive intersection. (This change will make a Three-Way STOP Intersection.)

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.

Duly passed and approved this _____ day of _____ 2006.

Attested: _____
Jeannie Gammon, County Clerk

Approved: _____
Steve M. Godsey, County Mayor

Sponsor: Darlene Calton
Prime Co-Sponsor(s): Williams

2006-10-114	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 10-16-06;**

RESOLUTION REQUEST REVIEW

DATE: September 11, 2006

TO: Sullivan County Commission

REQUEST MADE BY: Darlene Calton

SUBJECT: To place two (2) STOP signs on Shadyside Drive at
Lindenwood Drive intersection.

14 CIVIL DISTRICT

8 COMMISSIONER DISTRICT Eddie Williams
James Brotherton

X RECOMMENDED BY HIGHWAY DEPARTMENT

____ NOT RECOMMENDED BY HIGHWAY DEPARTMENT

COMMENT: This will now be a 3-WAY STOP intersection



TRAFFIC COORDINATOR 10/3/2006



HIGHWAY COMMISSIONER 10/3/2006

Sullivan County, Tennessee
Board of County Commissioners

Item 11
Executive
No. 2006-10-115
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Authorize Traffic Sign Changes in the 18th Civil District – Hamilton Road

WHEREAS, Commissioner James Brotherton requested the Sullivan County Highway Department to make traffic sign changes in the 18th Civil District (7th Commission District); and,

WHEREAS, the Sullivan County Highway Department reviewed the request and approved same;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the following changes to traffic signs in Sullivan County:

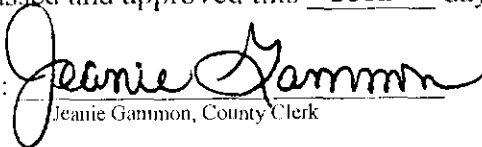
18th Civil District (7th Commission District)

To place a 35 MPH Speed Limit on Hamilton Road.

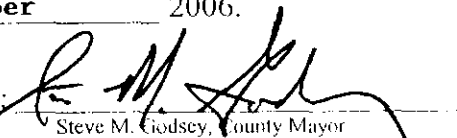
This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of October 2006.

Attested:


Jeanie Gammon, County Clerk

Approved:


Steve M. Godsey, County Mayor

Sponsor: James "Moe" Brotherton

Prime Co-Sponsor(s): Sam Jones

HWY

2006-10-115	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 23 Aye, 1 Absent

Notes: **Waiver of rules requested.**

RESOLUTION REQUEST REVIEW

DATE: October 4, 2006

TO: Sullivan County Commission

REQUEST MADE BY: James Brotherton

SUBJECT: To place A 35 MPH SPEED LIMIT on Hamilton Rd.

18 CIVIL DISTRICT

7 COMMISSIONER DISTRICT Sam Jones

X RECOMMENDED BY HIGHWAY DEPARTMENT

____ NOT RECOMMENDED BY HIGHWAY DEPARTMENT

COMMENT: _____



10/4/2006
TRAFFIC COORDINATOR



10/4/2006
HIGHWAY COMMISSIONER

Sullivan County, Tennessee
Board of County Commissioners

Item 12
Administrative/Budget/Executive
No. 2006-10-116

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Support the Erection of Historical Marker in Honor of Ralph Blizard on the Premises of the Rutledge House

WHEREAS, since 1932, Herbert Ralph Blizard has shared his love of traditional music with not only the East Tennessee region, but with the world; and,

WHEREAS, he was inducted into the North American Fiddlers Hall of Fame; and,

WHEREAS, he received the 2002 National Heritage Fellowship from the National Endowment of the Arts; and,

WHEREAS, he established the Traditional Appalachian Musical Heritage Association to enable younger generations to experience and learn the art of traditional music;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby support the erection of a historical marker on the premises of the Rutledge House honoring Herbert Ralph Blizard for his impact on traditional Appalachian Music and his contribution to our region.

BE IT FURTHER RESOLVED that the Traditional Appalachian Musical Heritage Association will be bearing the total cost of this project.

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.

Hereby approved this _____ day of _____, 2006.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Steve M. Godsey, County Mayor

Sponsored By: Houser
Prime Co-Sponsor(s): Blackburn, Brittenham

2006-10-116	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 10-16-06;**

Sullivan County, Tennessee
Board of County Commissioners

Item 13
Executive
No. 2006-10-117

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Endorse The Actions of The Industrial Development Board of Sullivan County Relative To A Payment-In-Lieu of Tax Agreement (PILOT)

WHEREAS, the Industrial Development Board of the County of Sullivan (*the "Board"*) is an industrial development corporation duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, Edwards & Associates, Inc., a Tennessee manufacturer of helicopters and helicopter components, has indicated to the Board that it has acquired a 36-acre tract in the Tri-County Industrial Park and is constructing a new 133,000 sq. ft. facility. Such facility to consist of real estate valued at approximately \$11 million and personal property (*equipment*). Further, an estimated 150 new jobs will be created.

WHEREAS, Edwards has indicated its willingness to sell to the Board the building and personal property and has requested that the Board own and lease the same to Edwards under an arrangement whereby Edwards will make payments in lieu of ad valorem taxes with respect to the real estate and personal property; and

WHEREAS, the Board of Directors of the Industrial Development Board of Sullivan County agreed to enter into a lease agreement, which will provide for payments in lieu of taxes for said real estate and personal property.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby endorses the above actions of the Industrial Development Board.

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.

Hereby approved this 16th day of October, 2006.

Attest: 
Jeanie Gammion, County Clerk

Approve: 
Steve M. Godsey, County Mayor

Sponsored By: Ralph Harr

Prime Co-Sponsor(s): John McKamey, Dwight King

2006-10-117	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 24 Aye

Notes: **Waiver of Rules Requested.**

Sullivan County, Tennessee
Board of County Commissioners

Item 14
Administrative/Budget/Executive
No. 2006-10-118

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Approve Designating The Inside of All County Buildings as ~~Smoke~~^{Tobacco} Free Environments

WHEREAS, secondhand smoke, also known as environmental tobacco smoke (ETS) or passive smoke, is a mixture of two forms of smoke from burning tobacco products: (1) Sidestream smoke: smoke that comes from the end of a lighted cigarette, pipe, or cigar; and (2) Mainstream smoke: smoke that is exhaled by a smoker; and

WHEREAS, when nonsmokers are exposed to secondhand smoke it is called involuntary smoking or passive smoking; and,

WHEREAS, nonsmokers exposed to secondhand smoke absorb nicotine and other compounds just as smokers do; therefore, making the greater the exposure to secondhand smoke, the greater the level of these harmful compounds entering one's body; and

WHEREAS, tobacco smoke is classified as a known human carcinogen and tobacco smoke contains over 4,000 chemical compounds and more than sixty of these are known or suspected to cause cancer;

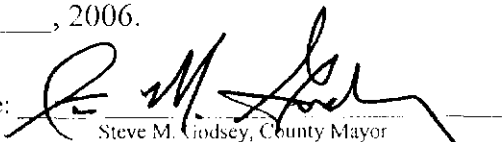
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approve that "No Smoking" signs be placed within the entry ways of all County Buildings and that the inside of all County Buildings be ~~smoke~~^{tobacco} free environments.

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.

Hereby approved this 16th day of October, 2006.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Steve M. Godsey, County Mayor

**Sponsored By: James "Buddy" King
Prime Co-Sponsor(s): Joe Herron**

2006-10-118	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-16-06 19 Aye, 5 Nay

Notes: Information taken from the American Cancer Society;
**Amendment #1 made by McConnell to change from smoke-free to tobacco-free.
Amendment accepted by Sponsor and approved with Resolution 10-16-06.**

Sullivan County, Tennessee
Board of County Commissioners

Item 15
Administrative/Budget/Executive
No. 2006-10-119
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Appropriate Funds to Enable the Redevelopment of Property on East Stone Drive

WHEREAS, commercial expansion is being considered on East Stone Drive at the old Mason-Dixon site; and

WHEREAS, the Kingsport Economic Development Board (KEDB) and others have secured certain commitments relating to the development; and

WHEREAS, Kingsport has agreed to provide \$2,500,000 toward this project and has requested Sullivan County to participate; and

WHEREAS, the KEDB determined that property taxes for Sullivan County would increase by \$430,000 upon completion; and

WHEREAS, the KEDB has determined that sales tax for Sullivan County Schools would increase approximately \$400,000;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby appropriate funds in the amount of \$200,000 per year for five years toward this project upon the date the project is started and continue for five years as long as progress continues on this project.

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.

Hereby approved this _____ day of _____, 2006.

Attest: _____
Jeanie Gammon, County Clerk

Approve: _____
Steve M. Godsey, County Mayor

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): James "Buddy" King, Elliott Kilgore, Bill Kilgore

2006-10-119	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 10-16-06;**

Sullivan County, Tennessee
Board of County Commissioners

Item 16
Administrative/Budget/Executive
No. 2006-10-120
ATTACHMENT

To the Honorable Steve M. Godsey, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of October 2006.

RESOLUTION To Approve Procedure Regarding Requests for Suspension of Rules on Resolutions on First Reading

WHEREAS, there continues to be an increasing tendency for members of the County Court when introducing resolutions to ask for a suspension of the rules and vote on the first reading; and

WHEREAS, following this type of procedure results in hasty consideration of important resolutions without adequate opportunity to study and consider the resolution, to verify and check out the arguments for and against the resolutions, and to check with those represented as to their opinions on the resolution; and

WHEREAS, this frequent use of suspending the rules should be discouraged;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approve that under no circumstances shall the rules be suspended for a vote on a resolution on the first reading unless (1) the resolution shall have been filed with the County Clerk's office at least seven days prior to the time for voting; and (2) that a complete copy of the resolution shall have been mailed to each member of the County Court at least seven days prior to the time for voting with statement of intention to all the resolution up for a vote on the first reading.

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.

Hereby approved this _____ day of _____, 2006.

Attest: _____
 Jeanie Gammon, County Clerk

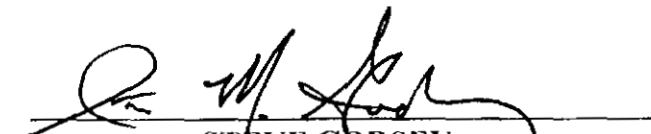
Approve: _____
 Steve M. Godsey, County Mayor

Sponsored By: James L. King, Jr.
Prime Co-Sponsor(s): Groseclose, Ferguson

2006-10-120	Administrative	Budget	Executive	County Commission
ACTION				

Notes: **1st Reading 10-16-06;**

**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. HARR TO MEET AGAIN IN REGULAR
SESSION NOVEMBER 20, 2006.**


STEVE GODSEY
COMMISSION CHAIRMAN