

COUNTY COMMISSION-REGULAR SESSION

OCTOBER 20, 2014

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, OCTOBER 20, 2014, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN, JEANIE GAMMON, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Chairman Richard Venable. Sheriff Wayne Anderson opened the commission and Comm. Matthew Johnson gave the invocation. The pledge to the flag was led by Ian Steptoe and Haley Berry.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

MARK BOWERY	DARLENE CALTON
MICHAEL B COLE	
JOHN GARDNER	SHERRY GREENE GRUBB
ANDY HARE	TERRY HARKLEROAD
MACK HARR	JOE HERRON
BAXTER HOOD	DENNIS L HOUSER
MATTHEW J JOHNSON	BILL KILGORE
KIT MCGLOTHLIN	RANDY MORRELL
BOB NEAL	BOBBY RUSSELL, JR.
CHERYL RUSSELL	PATRICK W SHULL
ANGIE STANLEY	MARK VANCE
R. BOB WHITE	EDDIE WILLIAMS

23 PRESENT 1 ABSENT (ABSENT-CRAWFORD)

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. Kilgore and seconded by Comm. Bowery to approve the minutes of the September 15, 2014 Regular Session. Said motion was approved by voice vote.

PRESENTATIONS

**PRESENTATION IN APPRECIATION TO JAMES "MOE" BROTHERTON
FOR HIS 12 YEARS OF SERVICE ON THE COUNTY COMMISSION**

**PRESENTATION IN APPRECIATION TO ROGER COX FOR HIS SERVICE
ON THE COUNTY COMMISSION.**

**PRESENTATION OF PLAQUE BY AMBRE TORBETT ON THE "PATRIOT
TRAIL PROJECT"**

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Confirmation of Appointment

Whereas in accordance with T.C.A. §42-3-104(a), Sullivan County Mayor, Richard S. Venable recommends in favor of making the following appointments to the Tri-Cities Airport Authority.

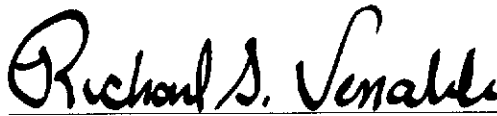
Now therefore, the Sullivan County Board of Commissioners hereby confirms the following appointment(s) as set below:

Tri-Cities Airport Authority

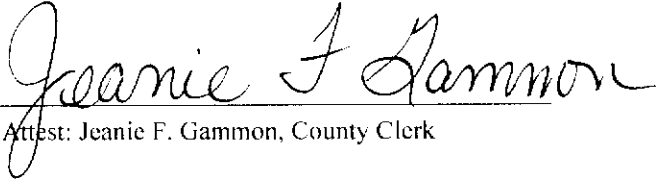
Richard S. Venable
1517 Linville, Kingsport, TN 37660

James "Moe" Brotherton
204 Patrick Henry Circle, Kingsport, TN 37663

Confirmed this 20th day of October 2014.



Richard S. Venable, 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
23			1

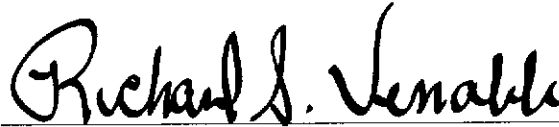
SULLIVAN COUNTY BOARD OF COMMISSIONERS

Confirmation of Appointment

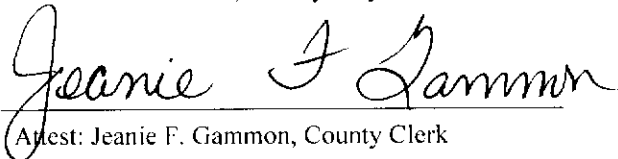
Whereas in accordance with T.C.A. §58-2-110(1)(B), Sullivan County Mayor, Richard S. Venable recommends in favor of making the appointment of Jim Bean to the position of Director of the Sullivan County Emergency Management Agency.

Now therefore, the Sullivan County Board of Commissioners hereby confirms the appointment of Jim Bean to the position of Director of the Sullivan County Emergency Management Agency.

Confirmed this 20th day of October 2014.



Richard S. Venable, 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
23			1

APPOINTMENT – FACILITIES STUDY STEERING COMMITTEE

MOTION WAS MADE BY COMMISSIONER JOHNSON AND SECONDED BY COMMISSIONER HARR TO ACCEPT THE NOMINATION MADE BY MAYOR VENABLE OF DENNIS HOUSER AND ALTERNATE ANGIE STANLEY TO THE FACILITIES STUDY STEERING COMMITTEE

APPROVED BY VOICE VOTE 10-20-14

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Confirmation of Appointment

Whereas the County Mayor recommends the following appointment to the Sullivan County Library Board:

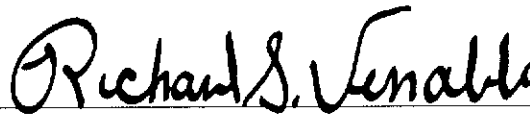
Mr. Robert White
42 Lowry Lane
Bristol, TN 37620

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

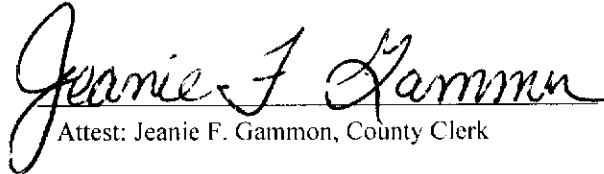
Sullivan County Library Board

Sullivan County Commissioner - Robert White

Confirmed this 20th day of October 2014.



Richard S. Venable, 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
23			1

SULLIVAN COUNTY BOARD OF COMMISSIONERS

Committee Assignments

2014-2015

<p align="center">Administrative Michael Cole Sherry Grubb Baxter Hood Cheryl Russell Patrick Shull Mack Harr Joe Herron Bobby Russell, Jr. <i>Address Utility Issues</i></p>	<p align="center">Budget Mark Bowery John Crawford Dennis Houser W. G. "Bill" Kilgore Bob Neal Mark Vance Robert White Eddie Williams <i>Serves As Delinquent Tax & Title VI Cmte</i></p>	<p align="center">Executive Darlene Calton John Gardner Andy Hare Terry Harkleroad Matthew Johnson Kit McGlothlin Randy Morrell Angie Stanley <i>Oversees Youth Home</i></p>
<p align="center">Building Committee Andy Hare Matthew Johnson Kit McGlothlin Bobby Russell, Jr. Robert White Eddie Williams <i>Meets As Called</i></p>	<p align="center">Beverage Board Darlene Calton Michael Cole Bob Neal Dennis Houser John Crawford Terry Harkleroad Pat Shull <i>Serves As Adult-Oriented Est. Board</i></p>	<p align="center">Insurance Committee Randy Morrell W. G. "Bill" Kilgore Matthew Johnson Mark Bowery Eddie Williams Bob Neal Bob White Gayvern Moore</p>
<p align="center">Education Committee John Gardner Sherry Grubb Andy Hare Baxter Hood Dennis Houser Pat Shull Angie Stanley Jubal Yennie, Ex Officio <i>Meetings As Called</i></p>	<p align="center">Historic Preservation & Tourism Advisory Committee Shelia Hunt Nancy Acuff LeGrande Boyer Pat Shull Matthew Johnson Betsy Carrier Andy Hare</p>	<p align="center">Ethics Committee Tommy Kerns John Gardner Frances Harrell Jason Booher Matthew Johnson <hr/> Angie Stanley</p>
<p align="center">Agriculture Extension Committee Dennis Houser Bob Neal Pat Shull</p> <hr/> <p align="center">Bays Mountain Park Committee Darlene Calton</p> <hr/> <p align="center">Planning Commission John Gardner</p> <hr/> <p align="center">Public Records Commission E. G. Moody W. G. "Bill" Kilgore Legrande Boyer Shelia Hunt Jeanie Gammon Sheena Tinsley Nancy Acuff</p>	<p align="center">Liaison to City Governments Bluff City Andy Hare Sherry Grubb Bristol Bob White Cheryl Russell Mark Vance Kingsport John Crawford W. G. "Bill Kilgore Pat Shull</p> <hr/> <p align="center">Observation Knob Park Committee Cheryl Russell Dennis Houser Randy Morrell Mark Vance Bob Neal</p>	<p align="center">Integrated Emergency Preparedness Council John Crawford Mark Bowery Mark Vance Jim Bean Baxter Hood</p> <hr/> <p align="center">NETWORKS Sullivan Partnership Board Eddie Williams</p> <hr/> <p align="center">Committee Appointments Beginning September 2014</p>

AMENDED COMMITTEE ASSIGNMENTS APPROVED 10-20-14 VOICE VOTE

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Blountville, Tennessee

Confirmation of Appointment

Whereas Sullivan County Mayor, Richard S. Venable, recommends in favor of appointing Mr. Edward Bush to serve the remaining term of Gary Walrath on the Sullivan County Historic Zoning Commission;

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

Sullivan County Historic Zoning Commission

Edward Bush

134 Dover Lane

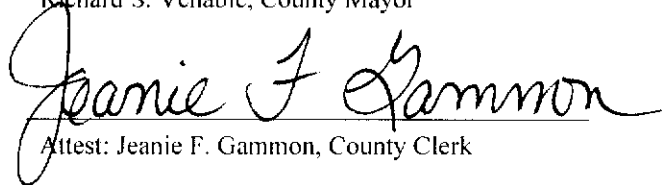
Bristol, Tennessee 37620

Term: November 2014 - July 2017

Confirmed this 20th day of October 2014.



Richard S. Venable, 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
23			1



SULLIVAN COUNTY

OFFICE OF ACCOUNTS & BUDGETS

3411 Highway 126, Suite 202 • Blountville, Tennessee 37617
E-Mail: acctsdir@sullivancountytn.gov
(423) 323-6409 • Fax: (423) 279-2899

FINANCE
BUDGETING
ACCOUNTS
PAYABLE

PERSONNEL
PAYROLL
EMPLOYEE
BENEFITS

MEMORANDUM

TO: Members of the Sullivan County Commission

FROM: Larry G. Bailey, Director of Accounts & Budgets

SUBJECT: Acknowledgement of Tax Revenue Anticipation Notes (TRANs) Issue for Sullivan County's General Fund

DATE: September 23, 2014

As required by the Office of State and Local Finance, a copy of the "Report on Debt Obligation" is attached. It is required that County Commissioners be made aware of the issue and that it is entered into the minutes of the monthly meeting on October 20, 2014.

Thank you.

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Sullivan County
 Address: 3411 Highway 126, Suite 202
Blountville, TN 37617
 Debt Issue Name: TRAN - General Fund
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 2,000,000.00
 Premium/Discount: \$ _____

3. Interest Cost: 0.9500 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's Aa2 Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>0.95</u> %	<u>TRAN for Sullivan County General Fund</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 09/19/2014 Issue/Closing Date: 09/19/2014

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2015	\$ 2,000,000.00	0.9500 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs <u>Document Fee</u>	\$ 250	
TOTAL COSTS	\$ 250	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Basis points/5)	FIRM NAME (if different from #11)
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/19/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 10/20/2014 and presented at public meeting held on 10/20/2014

Copy to Director to OSLF: on 09/23/2014 either by:

Mail to: _____ OR Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures: Larry G. Bailey

	AUTHORIZED REPRESENTATIVE		PREPARER
Name	<u>Larry G. Bailey</u>	Name	<u>Alan Mahaffey</u>
Title	<u>Director of Accounts and Budgets</u>	Title	<u>Accounts and Budgets Office Manager</u>
Firm	<u>Sullivan County Government</u>	Firm	<u>Sullivan County Government</u>
Email	<u>lgbailey@sullivancountyttn.gov</u>	Email	<u>alan.mahaffey@sullivancountyttn.gov</u>
Date	<u>09/23/2014</u>	Date	<u>09/23/2014</u>

Public Comment Session
Monday, October 20, 2014

PLEASE PRINT

	Name	Street Address	City & State	Please Check if Zoning Issue
1	Dennis Houser		Blountville, TN	
2	Jean Pohlgeers		Johnson City, TN	
3	Tiffany Clark		Kingsport, TN	✓
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

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

Notaries to be elected October 20, 2014

RUTH AKERS
APRIL D BARRETT
JAMES BEELER
MARY BETH BISHOP
JENNIFER L BOOHER
JOSEPH M. BOYD
BRANDY LEANNE BRENNEMAN
SHERRY L. BROWN
REBECCA LEANN BYRD
DANIEL JOSEPH CANTWELL
ANGELIA DAWN CARTER
ELIZABETH A. CHICCO
MARK STEPHEN DESSAUER
REBA YATES DUNLAP
SUZANNE G ELEAS
LINDA KAY EVANS
SANDRA R. FIELDS
MILDRED ANNE FLETCHER
NIKKI FRAZIER
TRACY M GARRETT
LISA RENEE GENTRY
FRANK D. GIBSON
RACHEL R. GREGG
MICHELLE S. HATLEY
CANDY HENDRY
JESSICA HENSLEY
DIANE M. K. HILLS
JANICE L. HUMBLE
JACK W. HYDER JR.
HEATHER JENKINS
SHANNON MARIE JONES
ALLISON T KOTH
CHANDRA LOONEY
ANITA MATTERA
LESLIE MILLER
VICKI MILLER

MELISSA ANN MOORE
PAUL A. MORRELL
SANDRA S MORRIS
MARIA L. NORTON
KAREN PATRICIA OLIVER
SHEILA PARKER
BRANDY PENDERGRASS
SHARON FAYE PHIPPS
KRISHELLE S POLLARD
CYNTHIA P. RAMSEY
RONALD L. RAMSEY
DONALD ADAM RASNICK
SHELIA RENEE RATLIFF
MELISSA C. SAMS
SARAH L. SHEPARD
SAVANNAH M. SIMPSON
BETTY L. SPURLOCK-STECK
AMANDA MICHELLE STINES
LINDA TANNER
ANGELA TAYLOR
SUSAN M. THOMPSON
JANICE TRENT
SHARON L. UTSMAN
KIMBERLY N VINEYARD
WILFRED WADDELL
SANDRA E WADE
JEAN M. WAGNER
BILLIE JO WARREN
GRACEANNE NICOLE WHITE
MELINDA H. WHITE
D. EDWARD WISE JR.
KIMBERLY A. WRIGHT
SHARON SHAY WYATT
JOYCE P YATES

PERSONAL SURETY
LINDA KAY EVANS
10,000.00
AARON LILLY

UPON MOTION MADE BY COMM. WHITE AND SECONDED BY COMM. MORRELL TO
APPROVE THE NOTARY APPLICATIONS HEREON, SAID MOTION WAS APPROVED BY ROLL CALL VOTE
23 AYE, 1 ARSENT

**STATE OF TENNESSEE
COUNTY OF SULLIVAN**

**APPROVAL OF NOTARY
SURETY BONDS**

October 20, 2014

NAME OF NOTARY

**Joseph Clayton Johnson
Katherine Elizabeth Jones**

PERSONAL SURETY

**Sharon Shelton
A. D. Jones, Jr.**

PERSONAL SURETY

**Jack Clevenger
Betsy K. Jones**

**UPON MOTION MADE BY COMM. WHITE AND SECONDED BY COMM. MORRELL TO
APPROVE THE NOTARY BONDS OF THE ABOVE NAMED INDIVIDUALS, SAID MOTION WAS APPROVED
BY ROLL CALL VOTE. 23 AYE, 1 ABSENT**

2

AGENDA

Sullivan County Board of County Commission

October 20, 2014

The Sullivan County Board of County Commissioners will hold a public hearing on Monday, October 20, 2014 at 9:00 A.M. in the Sullivan County Courthouse, Blountville, TN to consider the following requests:

1. File No 07/14/#1 Michael Clark
Reclassify 15.08 acres of property located at 255 Morelock Road from M-1 (Light Manufacturing District) to R-1(Low Density/single-Family Residential District) for the purpose of building a personal home. Property ID No Tax Map 031G, Group D, Parcel part of 01400 and being located in the 10th Civil District.
Sullivan County Planning
2. File No 07/14/#2 Mike Milhorn Property
Reclassify property located at 5644 Fort Henry Drive from PMD-2 (Planned General Manufacturing District) to B-3 (General Business Service District) for the purpose of locating a new gym in the building located on this property. Property ID No Tax Map 121-A, Group C, Parcel 01301 and being located in the 14 Civil District. **Sullivan County Planning**
3. File No. 07/14/#3 Dollar General Store
Reclassify properties located in the 100 Block of Witherspoon Drive R-1 (Low Density/Single-Family Residential District) to B-3 (General Business Service District) for the purpose of locating a new Dollar General Store. Property ID No Tax Map 107I, Group E, Parcels 01600 & 01700 both being in the 14th Civil District. **Sullivan County Planning**

PETITION TO SULLIVAN COUNTY FOR REZONING

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

<p>Property Owner: <u>Michael Wayne Clark</u></p> <p>Address: <u>483 Big elm Rd.</u> <u>Kingsport, Tennessee 37642</u></p> <p>Phone <u>423-817-3716</u> Date of Request <u>08/08/2014</u></p> <p>Property Located in <u>10</u> Civil District</p> <p><u>Michael Clark</u> Signature of Applicant</p> <p><u>Michael Clark</u></p>	<p align="center"><u>OFFICE USE ONLY</u></p> <p>Meeting Date <u>09/18/2014</u> Time <u>7:00 pm</u></p> <p>Place <u>2nd floor Kingsport City Hall</u> <u>Kingsport, Planning Commission</u></p> <hr/> <p>Planning Commission Approved <u>✓</u> <u>9/16/14</u> Denied _____</p> <p>County Commission Approved <u>X</u> <u>10/20/14</u> Denied _____</p> <p>Other Roll Call <u>23 Aye, 1 Absent</u></p> <p>Final Action Date <u>10-20-14</u></p>
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PROPERTY IDENTIFICATION

Tax Map No. 031G / Group D / Parcel 014.00 Track #1

Zoning Map 6 Zoning District M2 Proposed District R1

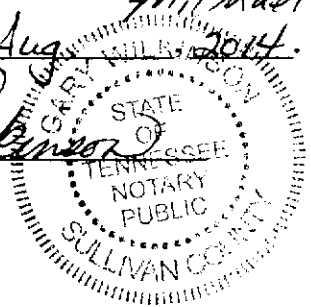
Property Location : 255 Morelock St. Kingsport, Tennessee 37660

Purpose of Rezoning: To build personal home

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

Michael Clark
SWORN TO AND SUBSCRIBED before me this 8th day of Aug, 2014.

Gary K. Wilkinson
Notary Public




My Commission Expires: July 18, 2017

16

07/14/12

PETITION TO SULLIVAN COUNTY FOR REZONING

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>Mike Milhorn</u></p> <p>Address: <u>316 East Market Street</u> <u>Kingsport, TN 37660</u></p> <p>Phone <u>3417465</u> Date of Request <u>08/11/2014</u></p> <p>Property Located in <u>14</u> Civil District</p> <p> Signature of Applicant <u>Lessee</u></p>	<p style="text-align: center;"><u>OFFICE USE ONLY</u></p> <p>Meeting Date <u>09/16/2014</u> Time <u>6:00pm</u></p> <p>Place <u>Old Blountville Courthouse</u></p> <hr/> <p>Planning Commission Approved <input checked="" type="checkbox"/> <u>09/16/2014</u> Denied <input type="checkbox"/></p> <p>County Commission Approved <input checked="" type="checkbox"/> <u>10/20/2014</u> Denied <input type="checkbox"/></p> <p>Other Roll Call <u>23 Aye, 1 Absent</u></p> <p>Final Action Date <u>10-20-14</u></p>
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PROPERTY IDENTIFICATION

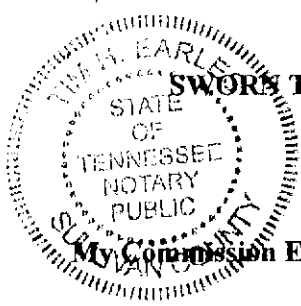
Tax Map No. 121A / Group C / Parcel 01301

Zoning Map 25 Zoning District PMD-2 Proposed District B-3

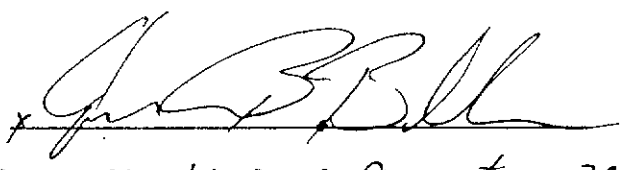
Property Location : 5644 Fort Henry Drive

Purpose of Rezoning: To allow a Gym

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



SWORN TO AND SUBSCRIBED before me this 11 day of August, 2014.



Tim W. Earle
Notary Public

My Commission Expires: 9-27-2015

PETITION TO SULLIVAN COUNTY FOR REZONING

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.

<u>Dollar General</u>	
Property Owner: <u>Ahmed & Ruth Elgashi</u> <u>2116 Longreen Road, Kingsport, TN 37660</u>	<u>OFFICE USE ONLY</u>
Address: <u>George Witherspoon, ETAL</u> <u>226 Dancy Lane, Kingsport, TN</u> <u>37663</u>	Meeting Date <u>09/16/2014</u> Time <u>6:00 PM</u>
Phone <u>423-245-4970</u> Date of Request <u>08/13/2014</u>	Place <u>Old Historic Blountville</u> <u>Courthouse</u>
Property Located in <u>14th</u> Civil District	Planning Commission Approved <input checked="" type="checkbox"/> <u>9/16/14 6:00pm</u> Denied _____
<u>Randy W. Beckey</u> Signature of Applicant <u>MATTIE & CRAIG AGENT</u> <u>FOR BOTH OWNERS</u>	County Commission Approved <input checked="" type="checkbox"/> <u>10/20/14 9:00 AM</u> Denied _____
	Other <u>Roll Call</u> 23 Aye, 1 Absent
	Final Action Date <u>10-20-14</u>

PROPERTY IDENTIFICATION

Tax Map No. 107I / Group E / Parcel 016.00 & 017.00

Zoning Map 25 Zoning District R-1 Proposed District B-3

Property Location : Witherspoon Drive

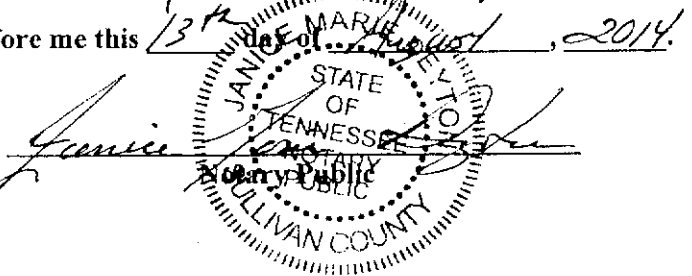
Purpose of Rezoning: Rezoned to B-3 for new commercial retail store.

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.

Randy W. Beckey

SWORN TO AND SUBSCRIBED before me this 13th day of August, 2014.

My Commission Expires: 8/20/2017



Consent Agenda
Agenda

Reasoning Requests
1 2 3

Resolutions
1

Consent Agenda
3

QUESTIONS BEFORE THE COMM.

NAMES OF COMMISSIONERS	1			2			3			1			3		
	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Cole	✓			✓			✓			✓			✓		
Crawford	A			A			A			A			A		
Gardner	✓			✓			✓			✓			✓		
Grubbe	✓			✓			✓			✓			✓		
Hare	✓			✓			✓			✓			✓		
Hankercod	✓			✓			✓			✓			✓		
Harr	✓			✓			✓			✓			✓		
Herron	✓			✓			✓			✓			✓		
Hood	✓			✓			✓			✓			✓		
Houser	✓			✓			✓			✓			✓		
Johnson	✓			✓			✓			✓			✓		
Kilgore	✓			✓			✓			✓			✓		
McClathrin	✓			✓			✓			✓			✓		
Morrell	✓			✓			✓			✓			✓		
Neal	✓			✓			✓			✓			✓		
Bobby Russell	✓			✓			✓			✓			✓		
Cheryl Russell	✓			✓			✓			✓			✓		
Shull	✓			✓			✓			A			✓		
Stanley	✓			✓			✓			✓			✓		
Vance	✓			✓			✓			✓			✓		
White	✓			✓			✓			✓			✓		
Williams	✓			✓			✓			✓			✓		
Bowery	✓			✓			✓			✓			✓		
Calton	✓			✓			✓			✓			✓		

23Apr 23Apr 23Apr
1 ADs 1 ADs 1 ADs

22Apr
2 ADs

Consent Agenda
Res # 2/3/5/6
7/8/9/11/12/13

QUESTIONS BEFORE THE COMM.

No. 4 5 6 7 8 9 10 11

NAVES OF COMMISSIONERS

Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay Aye Nay

Crawford	A		A		A		A		A		A		A		A			
Gardner															✓			
Grubbe															✓			
Hare															✓			
Harkwood															✓			
Harr															✓			
Herron															✓			
Hood															✓			
Houser															✓			
Johnson															✓			
Kilgore															✓			
McGlothlin															✓			
Monrell															✓			
Neal															✓			
Bobby Russell															✓			
Cheryl Russell															✓			
Shell															✓			
Stanley															✓			
Vance															✓			
White															✓			
Williamo															✓			
Bowery															✓			
Calton															✓			
Cole															✓			

23 Aye
1 Abs

SULLIVAN COUNTY BOARD OF COMMISSIONERS

WORK SESSION

THURSDAY, OCTOBER 16, 2014

Chairman Richard Venable called the meeting to order at 6:30 P. M. Roll call taken by County Clerk Jeanie Gammon. Invocation by Comm. Johnson. Pledge to Flag by Chairman Venable. Absent: Kilgore, Shull

Resolutions on agenda for County Commission Meeting October 20, 2014 were presented and discussed with the following Resolutions being placed on Consent Agenda:

Resolution # 2

Resolution # 3 – Request that all Commissioners voting “Aye” be added as Co-Sponsors

Resolution # 5

Resolution # 6

Resolution # 7

Resolution # 8

Resolution # 9

Resolution # 10- Request that Comm. Herron be added as Co-Sponsor

Resolution # 11- Request that Comm. Grubb be added as Co-Sponsor

Resolution # 12

Resolution # 13- Request that all Commissioners voting “Aye” be added as Co-Sponsors

All other Resolutions on Agenda to be taken up individually on October 20, 2014.

Public Comments – None

Adjourned 7:40 P. M.

Submitted by: Jeanie Gammon, County Clerk

- RESOLUTION #10 WAS PULLED FROM CONSENT AGENDA ON OCTOBER 20, 2014 AND VOTED ON INDIVIDUALLY.
- CONSENT AGENDA APPROVED BY ROLL CALL VOTE 22 AYE, 2 ABSENT 10-20-14

RESOLUTIONS ON DOCKET FOR OCTOBER 20, 2014

RESOLUTIONS	ACTION
#1 AMENDMENTS TO THE SULLIVAN COUNTY ZONING RESOLUTION	APPROVED 10-20-14
#2 REGARDING APPLICATION FOR GRANT FUNDS FROM FAST TRACK INFRASTRUCTURE DEVELOPMENT PROGRAM	APPROVED 10-20-14
#3 IN SUPPORT OF MAINTAINING LOCAL CONTROL OF HEALTHCARE SYSTEMS	APPROVED 10-20-14
#4 TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL COUNTY DEPARTMENTS AND THE DEPARTMENT OF EDUCATION	1 ST READING 10-20-14
#5 TO AUTHORIZE LIBRARY DIRECTOR TO SIGN THE OWL (ORGANIZATION OF WATAUGA LIBRARIES)	APPROVED 10-20-14
#6 TO AUTHORIZE PURCHASE OF MRx VERIZON WIRELESS LINK AND HEARTSTART DATA MESSENGER	APPROVED 10-20-14
#7 AUTHORIZE APPROVAL OF STATUTORY BOND FOR THE DIRECTOR OF ACCOUNTS & BUDGETS, LARRY BAILEY	APPROVED 10-20-14
#8 AMEND THE FY2014-2015 BUDGET FOR RENOVATIONS	APPROVED 10-20-14
#9 AUTHORIZE COUNTY MAYOR TO ENTER INTO FORENSIC CONTRACT	APPROVED 10-20-14
#10 APPROVING MEMORANDUM OF UNDERSTANDING WITH WELLMONT HEALTH SYSTEM dba HOLSTON VALLEY MEDICAL CENTER	APPROVED 10-20-14
#11 REQUESTING THE CLOSURE OF THE SOUTH END OF BOOHER LANE OFF U.S. HIGHWAY 421	APPROVED 10-20-14
#12 AUTHORIZE APPROVAL OF STATUTORY BLANKET BOND FOR THE EMPLOYEES OF SULLIVAN COUNTY NOT OTHERWISE COVERED BY INDIVIDUAL BONDS	APPROVED 10-20-14
#13 EXPRESS SUPPORT FOR THE PROPOSED STATE CONSTITUTIONAL AMENDMENT 1, AS APPEARING ON THE NOVEMBER 4, 2014 GENERAL ELECTION BALLOT	APPROVED 10-20-14
#14 AMEND THE SULLIVAN COUNTY EMPLOYEE HANDBOOK	1 ST READING 10-20-14

Sullivan County, Tennessee
Board of County Commissioners

Item 1
No. 2014-10-00

To the Board of Sullivan County Commissioners and Richard S. Venable, Mayor of Sullivan County, meeting in Regular Session this 20th day of October, 2014

RESOLUTION To Consider Amendment(s) To The SULLIVAN COUNTY ZONING PLAN: Zoning Map Or The Zoning Resolution

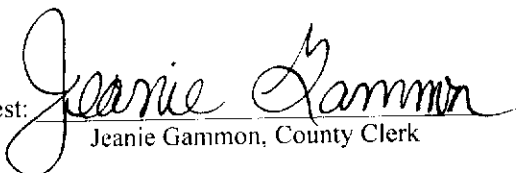
WHEREAS, the rezoning petition(s) have been duly initiated; have been before the appropriate Regional Planning Commission (recommendations enclosed); and shall receive a public hearing as required prior to final action from the County Commission; and

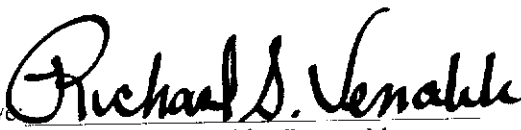
WHEREAS, such rezoning petition(s) and/or the proposed text amendment(s) will require an amendment to the SULLIVAN COUNTY ZONING PLAN – Zoning Map or Zoning Resolution.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby consider rezoning petition(s) and/or the Zoning Resolution Text Amendment(s), conduct the appropriate public hearing as required by law, and vote upon the proposed amendment(s) individually, by roll call vote, and that the vote be valid and binding, and that any necessary amendments to the official zoning map or resolution code book be made by the Planning & Codes Department.

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

Duly passed and approved this 20th day of October 2014.

Attest: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsor: John Gardner

Prime Co-Sponsor(s): John Crawford

2014-10-00	County Commission
ACTION	Approved 10-20-14 Voice Vote

Notes:

Sullivan County, Tennessee
Board of County Commissioners

Item 2
Executive
No. 2014-09-63

To the Board of Sullivan County Commissioners and Eddie Williams, Chairman, meeting in Regular Session this 18th day of August 2014

RESOLUTION Regarding Application For Grant Funds From Fast Track Infrastructure Development Program

WHEREAS, this resolution authorizes an application for grant funds to the Fast Track Infrastructure Development Program (FIDP) of the Tennessee Department of Economic and Community Development. The FIDP program was formerly known as the Tennessee Industrial Infrastructure Program (TIIP). The program will be used for the extension of sewer related to the location of Chef Minute Meals Inc. location in the Tri-County Industrial Park.

WHEREAS, the project will provide the necessary sewer improvements for the location of Chef Minute Meals project within Sullivan County; and

WHEREAS, Fast Track Infrastructure Development Program (FIDP) funds can be used to grading improvements for the project; and

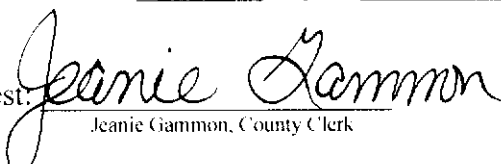
WHEREAS, the estimated cost of the project is \$146,000 with proposed funding of \$ 116,800 from the Fast Track Infrastructure Development Program, \$29,200 from Sullivan County.


The County Mayor is authorized to enter into any and all necessary agreements and assurances to implement this application and for the subsequent award.

NOW THEREFORE BE IT RESOLVED by Sullivan County to submit an application to the Tennessee Department of Economic and Community Development FIDP program for the 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.

Approved this 20th day of October 2014.

Attest: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

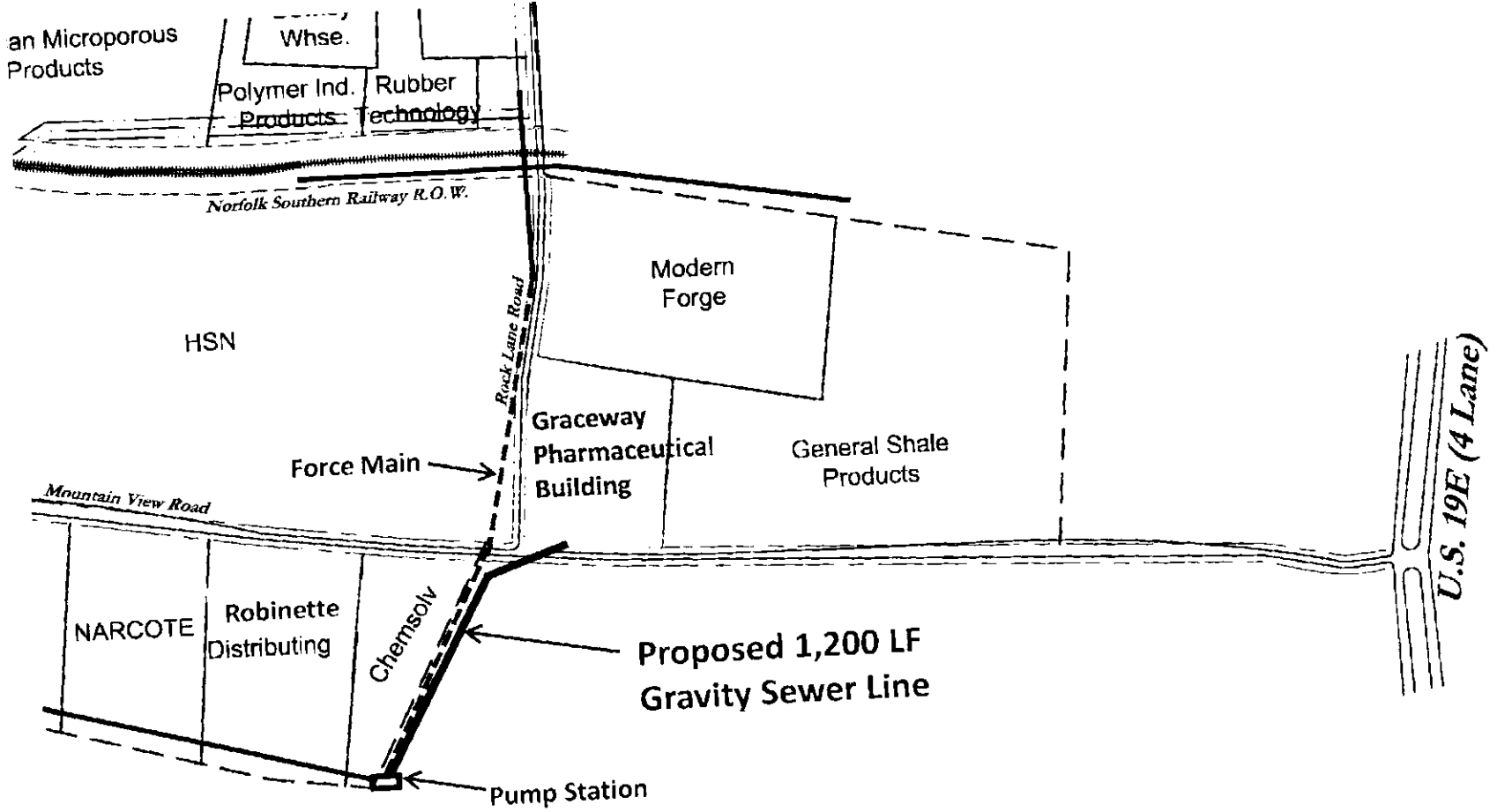
Sponsored By: Eddie Williams
Prime Co-Sponsor(s): Andy Hare

2014-08-63	Administrative	Budget	Executive	County Commission Approved 10-20-14 22 Aye, 2 Absent
ACTION				

1st Reading 09-15-14;

Res # 50

Res # 50



Tri-County Industrial Park

Sullivan County, Tennessee
Board of County Commissioners

Item 3
Administrative/Budget/Executive
No. 2014-09-65

To the Board of Sullivan County Commissioners and Eddie Williams, Chairman, meeting in Regular Session this 18th day of August 2014

RESOLUTION In Support Of Maintaining Local Control Of Healthcare Systems

WHEREAS, this region is served by two exceptional healthcare systems, community owned, locally governed and committed to providing access to the highest quality care for our citizens; and

WHEREAS, the choices that would end community ownership and local control of our healthcare systems are being considered, with diminished access and quality of care being likely potential outcomes; and

WHEREAS, regional access to quality healthcare systems that are responsive to our local population health challenges and focused on clinical excellence is integral to the overall desirability of this region; our ability to attract employers and new investment; and to improving the quality of life for our citizens; and

WHEREAS, healthcare is one of the largest providers of jobs in Sullivan County, Tennessee, providing a significant direct impact on the economy of this region; and

WHEREAS, the economic impact of our healthcare systems extend beyond the provision of employment opportunities for our citizens to include promotion and support of a healthier lifestyle and workforce thereby making our region more competitive in attracting investment and job creation; and

WHEREAS, the relationship between East Tennessee State University and each of our healthcare systems contributes greatly to the availability of quality healthcare in our region as a result of the creation and ongoing support for the training and research programs of the Academic Health Sciences Center at ETSU; in addition, this relationship holds tremendous potential to further expand and develop research and academic opportunities which will enhance the accessibility and quality of our healthcare and broaden the economic impact of East Tennessee State University in our region.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, and Richard S. Venable, Mayor of Sullivan County assembled in Regular Session hereby strongly encourage the Boards of Directors of our local healthcare systems to carefully consider the impact of their decisions on the quality and availability of the comprehensive healthcare services currently accessible in this region, and the economic impact likely to result from the loss of local control; and that the Boards of Directors ensure a transparent process that is accountable to the communities they serve; and that the potential impact of any decision on key stakeholders in this region be considered prior to a final decision.

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

Approved this 20th day of October 2014.

Attest: Jeanie Gammon
Jeanie Gammon, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Sponsored By: Eddie Williams

Prime Co-Sponsor(s): Bob White

All Commissioners Voting "Aye"

	Administrative	Budget	Executive	County Commission
ACTION				Approved 10-20-14 22 Aye, 2 Absent

Notes: 1st Reading 9-15-14;

Sullivan County, Tennessee
Board of County Commissioners

Item 4
Executive
No. 2014-10-66
Attachments

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014;

RESOLUTION to Authorize Cooperative Purchasing Agreements for the use and benefit of all County Departments and the Department of Education

WHEREAS, Tennessee Code Annotated (TCA) §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Tennessee state law was recently amended at the request of the Tennessee Association of Public Purchasing and the Tennessee County Commissioner's Association for all Tennessee counties to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

WHEREAS, Tennessee Code Annotated, Section 12-3-1205, states as follows:

- (1) Notwithstanding any other law to the contrary, any municipality county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

WHEREAS, Sullivan County desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, this ____ day of _____, 2014 shall hereby agree to the terms of the newly created law and authorize the use of the following master cooperative purchasing agreements whose membership is voluntary and of no cost to the counties as per attached exhibits:

- 1) National Joint Powers Alliance (NJPA). *(See Exhibit 1)*
- 2) The Cooperative Purchasing Network (TCPN). *(See Exhibit 2)*
- 3) U.S. Communities Government Purchasing Alliance. *(See Exhibit 3)*

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

Approved this ____ day of _____, 2014.

Attested: _____
 Jeanie F. Gammon, County Clerk

Approved: _____
 Richard S. Venable, County Mayor

Sponsored by: Terry Harkleroad
Prime Co-Sponsor(s): Matthew Johnson

2014-10-66	Administrative	Budget	Executive	County Commission
ACTION				

Comments:

1st Reading 10-20-14;

**JOINT EXERCISE OF POWERS
AGREEMENT**



This Agreement is Between the National Joint Powers Alliance® (NJPA) and

(participating governmental agency)

Agreement. The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post-secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

Purpose. The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

Whereas parties to this Agreement are defined as governmental agencies in their respective states;

and Whereas, this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;

and Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services; and Whereas, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to "jointly or cooperatively exercise any power common to the contracting parties";

and Whereas, the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;

Now Therefore, it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services";
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law;

5/29/2012

**JOINT EXERCISE OF POWERS
AGREEMENT**



- 6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
- 7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;
- 8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies; and;
- 9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute §471.345 Subd 15.

ORGANIZATION INFORMATION (Required Fields)**

Applicant Name: ** _____

Address: ** _____

City, State, Zip ** _____

Federal ID Number: _____

Contact Person: ** _____

Title: ** _____

E-mail: ** _____

Phone: _____

Website: _____

Reference:
Minnesota Joint Exercise of Powers
M.S. 471.59

Participating Agency
Joint Exercise of Powers Authority
granted under State Statute

THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.

Member Name:	National Joint Powers Alliance®
By _____	By _____
AUTHORIZED SIGNATORY	AUTHORIZED SIGNATORY
Its _____	Its _____
TITLE	TITLE
DATE _____	DATE _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12th Street NE
Staples, MN 56479
Duff Erholtz
Phone: 218-894-5490
Fax: 218-894-3045
E-mail: duff.erholtz@njpacoop.org



This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP
AGREEMENT TERMS AND CONDITIONS

Authorized Agent's Signature

Date: _____

Member Agency: _____

Department Name: _____

Agency Type: _____

Federal EIN/TIN: _____

ex. 123456789 (no dash)

First Name: _____

Last Name: _____

Street Address: _____

City: _____

State/Territory: _____

Zip Code: _____

Telephone: _____

ex. 123-456-7890

Fax: _____

ex. 123-456-7890

Email: _____

How did you hear about us?
Please take a moment to tell us where you heard about TCPN.
*If it was at a conference, from a vendor, in a magazine, or another TCPN
member, please give us the specific name.*



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

Sullivan County, Tennessee
Board of County Commissioners

Item 5
Budget
No. 2014-10-67

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014;

RESOLUTION To Authorize Library Director to sign the OWL (Organization of Watauga Libraries)

WHEREAS, Sullivan County Public Library is now part of the NET4 (North East Tennessee 4) consortium which consists of East Tennessee State University, Northeast State Community College, Holston River Regional Library, and all public libraries in the region; and

WHEREAS, Northeast State and East Tennessee State have signed a contract with Ex-Libris for a new automation system; and

WHEREAS, the NET4 will dissolve on June 30, 2015, it becomes necessary for public libraries in the Holston River Regional Area to form a consortium to leverage the buying power needed to purchase another ILS (Integrated Library System); and

WHEREAS, the new consortium will be called OWL (Organization of Watauga Libraries) which will consist of all public libraries in the Holston River Regional Area; and

WHEREAS, the agreement does not require funding to be part of the OWL consortium; and the library board has approved the agreement

NOW THEREFORE BE IT RESOLVED THAT the members of the Sullivan County Commission on this 20th day of October, 2014 authorize the Sullivan County Library Director to sign the agreement to become part of the OWL consortium;

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

Approved this 20th day of October 2014.

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Bob White
Prime Co-Sponsor(s): Mark Bowery

ACTIONS: APPROVED 10-20-14 ROLL CALL 22 AYE, 2 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 6
Budget
No. 2014-10-68

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014;

RESOLUTION To Authorize Purchase of MRx Verizon Wireless Link and HeartStart Data Messenger

WHEREAS, Sullivan County strives to provide the best of emergency services to its citizens; and

WHEREAS, the HeartSmart MRx is equipped to send 12-lead and periodic data via WiFi and cellular broadband and it is built for a fast paced EMS environment; and

WHEREAS, the County has the opportunity to update its emergency equipment with the purchase of the MRx Verizon Wireless Link and HeartStart Data Messenger system which would allow the transfer of cardiac and other vital data via wireless link thus resulting in faster care and treatment times for citizens experiencing a cardiac emergency;

NOW THEREFORE BE IT RESOLVED THAT the members of the Sullivan County Commission authorize the purchase in the amount of \$28,147.00 for the MRx Verizon Wireless Link and HeartStart Data Messenger system.

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.

Waiver of the Rules Requested


Approved this 20th day of October 2014.

Attest: 
Jeanie Gammon, County Clerk


Approve: 
Richard S. Venable, County Mayor

Sponsored By: Mark Bowery
Prime Co-Sponsor(s): Mark Vance, Robert White

ACTIONS: APPROVED ROLL CALL 22 AYE, 2 ABSENT


 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS0400 Andover, MA 01810-1099</p> <p>Email PO to: Healthcare.Orders@philips.com or Fax PO to: 1-800-947-3299 or Mail PO to: Philips Healthcare Order Processing, MS0400 Andover, MA 01810-1099</p> <p>800-934-7372</p>	QUOTE DATE 06/26/2014	QUOTE NUMBER 2300441577	PAGE 1 / 7			
	LAST UPDATED TIME 06/26/2014 14:12:55					
	EXPIRATION DATE 08/26/2014	INCOTERMS FOB DESTINATION				
	PAYMENT TERMS Net 30 Days Subject to Credit Approval					
	FORMAL QUOTE					
SALES REPRESENTATIVE Joe Stevenson Pn: 615-429-5558 Fax: 615-345-4146		CUSTOMER: Attention: Jim Perry, Director Sullivan County EMS 3193 Highway 126 BLOUNTVILLE TN 37617-4734 UNITED STATES Customer Number: 94270902				
QUOTE CONTACT Lisa Filly		Federal EIN: 13-3429115				
ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
SPECIAL COMMENTS Wireless Link/Data Messenger rep will perform upgrades						
10	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
20	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
30	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
40	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.

 <p>Philips Healthcare 3000 Minuteman Road, MS0400 Andover, MA 01810-1099</p>	QUOTE DATE		QUOTE NUMBER	PAGE
	06/26/2014		2300441577	2 / 7
	LAST UPDATED	TIME		
	06/26/2014	14:12:55		
EXPIRATION DATE		INCOTERMS		
08/26/2014		FOB DESTINATION		
FORMAL QUOTE				REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
50	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTDC0000250				
60	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
70	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
80	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
90	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
100	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50

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 PHILIPS Philips Healthcare 3000 Moulton Road MS0406 Andover, MA 01810-1069	QUOTE DATE		QUOTE NUMBER	PAGE
	06/26/2014		2303441677	3 / 7
	LAST UPDATED	TIME		
	06/26/2014	14:12:55		
EXPIRATION DATE			INCOTERMS	
08/26/2014			FOB DESTINATION	
FORMAL QUOTE				
				REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Net price				1,396.50
		Agreement: LTD000050				
110	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
120	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
130	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
140	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
150	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
160	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50

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PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 06/26/2014		QUOTE NUMBER 2300441577	PAGE 4 / 7
LAST UPDATED 06/26/2014	TIME 14:12:55		
EXPIRATION DATE 08/26/2014		INCOTERMS FOB DESTINATION	
FORMAL QUOTE			REPRINT


ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Agreement: LTD0000250				
170	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
180	860384 860384	MRx Verizon Wireless Link for Bluetooth	1	PCE	1,995.00	1,995.00
		Agreement Discount			-30.00 %	-598.50
		Net price				1,396.50
		Agreement: LTD0000250				
190	861451 861451	HeartStart Data Messenger	20	PCE		
		A01-Single-PC License	20		215.00	4,300.00
		Agreement Discount			-30.00 %	-1,290.00
		Net price				3,010.00
		Agreement: LTD0000250				
		Total Quotation List Price				40,210.00
		Less All Applicable Discounts				-12,083.00
		Total Quotation Net Price				28,147.00

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact: Philips Medical Capital @ 866-513-4PMC.

Contract information for: Sullivan County EMS - TN

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:
Contract #LTD0000250

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract#LTD0000250. If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS0400 Andover, MA 01810-1099</p>	QUOTE DATE	QUOTE NUMBER	PAGE
	06/26/2014	2300441577	5 / 7
	LAST UPDATED	TIME	
	06/26/2014	14:12:55	
	EXPIRATION DATE	INCOTERMS	
	08/26/2014	FOB DESTINATION	
FORMAL QUOTE			REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
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issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.

It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges.


All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required: Philips will suspend performance until the Customer remediates the asbestos.

Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted out will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.


 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS0400 Andover, MA 01810-1099</p>	QUOTE DATE	QUOTE NUMBER	PAGE
	06/26/2014	2300441577	6 / 7
	LAST UPDATED	TIME	
	06/26/2014	14:12:55	
	EXPIRATION DATE	INCOTERMS	
	08/26/2014	FOB DESTINATION	
FORMAL QUOTE			REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
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This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Waukegan Road, MS0400 Andover, MA 01910-1339</p>	QUOTE DATE	QUOTE NUMBER	PAGE
	08/26/2014	2300441577	7 / 7
	LAST UPDATED	TIME	
	08/26/2014	14:12:55	
	EXPIRATION DATE	INCOTERMS	
	09/26/2014	FOB DESTINATION	
FORMAL QUOTE			REPRINT

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to Philips Terms and Conditions of sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.

Sullivan County, Tennessee
Board of County Commissioners

Item 7
No. 2014-10-69

To the Honorable Richard S. Venable, Chairman, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014.

RESOLUTION to Authorize Approval of Statutory Bond for the Director of Accounts & Budgets, Larry Bailey.

WHEREAS, the Director of Accounts & Budgets took office on September 15, 2014; and

WHEREAS, in compliance with Tennessee Code Annotated this official is required to have a statutory bond, which bond the County Commission must approve; and this individual is bonded with Cincinnati Insurance Company;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approves the statutory bond for the Director of Accounts & Budgets, Larry Bailey, in the amount of \$100,000.00.

The premium is allocated from the General Fund.

Waiver of Rules Requested

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

Approved this 20th day of October, 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, Chairman, County Commission

Introduced By: Commissioner: Bob White

Seconded By: Commissioner(s): Mark Bowery

ACTIONS: APPROVED 10-20-14 ROLL CALL 22 AYE, 2 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 8
No. 2014-10-70

To the Honorable Richard S. Venable, Chairman, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014.

RESOLUTION to Amend the FY2014-2015 Budget for Renovations


WHEREAS, the county buildings fund (Courthouse Renovation Account) has incurred certain major expensive repairs for the Jail and the Library since the beginning of the fiscal year; and,

WHEREAS, these costs have been paid out of the budgeted funds which have depleted the balance in these accounts.

NOW THEREFORE BE IT RESOLVED that the General Fund budget be amended by adding \$100,000 to the Courthouse Renovation Account. Said amount to be funded from the unappropriated surplus account. (Account codes to be assigned by the Office of Accounts & Budgets).

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

Approved this 20th day of October, 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Introduced By: Commissioner: Eddie Williams

Seconded By: Commissioner(s): Bob White

ACTIONS: APPROVED ROLL CALL 22 AYE, 2 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 9
No. 2014-10-71

To the Honorable Richard S. Venable, Chairman, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014.

RESOLUTION To Authorize County Mayor to Enter into Forensic Contract

WHEREAS, the County Mayor seeks approval to enter into a forensic contract with East Tennessee State University on behalf of its Quillen College of Medicine, Division of Forensic Pathology operating as the William L. Jenkins Forensic Center; and

WHEREAS, the above referenced contract has been included and approved in the FY2014-15 Budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee assembled in Regular Session hereby approves the County Mayor, acting on behalf of Sullivan County, to enter into a contract for forensic services with East Tennessee State University on behalf of its Quillen College of Medicine, Division of Forensic Pathology operating as the William L. Jenkins Forensic Center.

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

Approved this 20th day of October, 2014.

Attested: Jeanie Gammon
Jeanie Gammon, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Introduced By: Commissioner: Eddie Williams
Seconded By: Commissioner(s): Bob White

ACTIONS: APPROVED 10-20-14 ROLL CALL 22 AYE, 2 ABSENT

AGREEMENT

Between

East Tennessee State University

And

Sullivan County, Tennessee

This Agreement is made and entered into as of the 20th day of October, 2014, by and between Sullivan County ("County") and East Tennessee State University, a state-owned university, on behalf of its Quillen College of Medicine, Division of Forensic Pathology), operating as the William L. Jenkins Forensic Center ("ETSU").

I. SCOPE OF SERVICES:

1. ETSU shall, within 90 days of contract execution:

- i. Provide consulting services to county medical examiner, medical investigators, and county coroner(s) 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and recommend case disposition based on the guidelines of death investigation set forth by the National Institute of Justice.**
- ii. Maintain National Association of Medical Examiners ("NAME") Accreditation.**
- iii. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies, and procedures.**
- iv. Dispatch a medical investigator employed by ETSU to select death scenes (i.e. homicides, infant/child deaths, and unusual circumstances) upon request.**
- v. Provide autopsies for County upon request of the county medical examiner, district attorney general, and anyone authorized by the county medical examiner or district attorney general or by law to order an autopsy.**
- vi. Provide all building maintenance necessary for the William L. Jenkins Forensic Center ("WLJFC").**
- vii. Provide information technology support to WLJFC.**

viii. Provide initial and continuing forensic training to county medical investigators, county coroner(s), and county medical examiners.

ix. Provide quarterly reports to County Mayor's Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.

2. County shall, within 90 days of contract execution:

i. Notify ETSU, verbally and in writing, of anticipated changes in current on-scene medical investigator and or county coroner personnel.

ii. Notify county medical investigators, county coroner(s), and county medical examiner that all cases reported to the medical examiner's office may be discussed with ETSU staff while county officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. ETSU will make qualified recommendations for case disposition to be considered at the discretion of County Medical Examiner.

iii. Ensure that county medical investigators and/or county coroner(s) meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and WLJFC standard operating procedures.

iv. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann. § 38-7-101 – 38-7-119 and WLJFC standard operating procedures.

v. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy, and procedures by review of quarterly report produced by ETSU.

vi. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and transport the body directly from the scene to the forensic center when an autopsy is ordered.

vii. Replenish disposable items for the field medical investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.

viii. Ensure that the on-scene medical investigators have access to a computer and a digital camera.

- ix. Ensure that the on-scene medical investigators have the capacity to call the forensic center while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (*i.e.* dispatch).
- x. Ensure that on-scene medical investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

II. CONTRACT TERM AND TERMINATION:

1. This Agreement is for a period of four years commencing on October 20, 2014, and expiring on October 20, 2018. Parties shall commence performance of execution of this Agreement on or before October 31, 2014.
2. This agreement may be immediately terminated by any party upon the occurrence of the following events:
 - i. A court of competent jurisdiction determines that the Agreement violates any law or regulation; or
 - ii. The loss or suspension of any license, accreditation or authorization that is required in order for a party to perform its obligations under this Agreement.
3. Notwithstanding any other provision in this agreement, this Agreement may be terminated by a party without cause upon 180 days written notice.
4. ETSU may immediately terminate the Agreement if County fails to perform its obligations under this agreement in a timely or proper manner. Notwithstanding the foregoing provision, County shall not be relieved of liability to ETSU for damages sustained by virtue of any breach of this agreement.

III. PAYMENT TERMS AND CONDITIONS:

1. Maximum Liability. The payment rates in Section III.2 shall constitute the entire compensation due ETSU. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by ETSU.

The maximum liability represents available funds for payment to ETSU and does not guarantee payment of any such funds to ETSU under this Agreement unless ETSU performs said work outlined in Section I.1. of this Agreement. Upon performance in accordance with Section I.1, ETSU shall be paid in accordance with the payment rates detailed in Section III.2.

2. Payment Methodology. ETSU shall be compensated based on the payment rates herein for services provided.

i. ETSU's compensation shall be contingent upon the satisfactory completion of service defined in section 1.1.

ii. ETSU shall be compensated for service based upon the following payment rates:

Sullivan County – 156,786

Source: U.S. Census Bureau, Population Estimates 2012

Service Description	Amount (per compensable increment)
Autopsy/Consulting Year 1 (\$1.55 per capita)	\$20,251.53 per Month
Building Debt Payment Year 1	\$3,440.75 per Month
<i>Year 1 Total</i>	<i>\$23,692.28 per Month</i>
Autopsy/Consulting Year 2 (\$1.94 per capita)	\$25,347.07 per Month
Building Debt Payment Year 2	\$3,440.75 per Month
<i>Year 2 Total</i>	<i>\$28,787.82 per Month</i>
Autopsy/Consulting Year 3 (\$1.89 per capita)	\$24,693.80 per Month
Building Debt Payment Year 3	\$3,440.75 per Month
<i>Year 3 Total</i>	<i>\$28,134.55 per Month</i>
Autopsy/Consulting Year 4 (\$1.91 per capita)	\$24,955.11 per Month
Building Debt Payment Year 4	\$3,440.75 per Month
<i>Year 4 Total</i>	<i>\$28,395.86 per Month</i>

*Per capita rates will use 2012 County Population Estimates by the US Census Bureau throughout the duration of the agreement.

**Year 4 includes 1% inflation increase.

***All numbers rounded to the nearest hundredth.

IV. GENERAL PROVISIONS:

1. Modification and Amendment. This Agreement may be modified only by a written amendment executed and approved by all parties hereto in accordance with applicable Tennessee laws and regulations.
2. Prohibition of Joint Venture. The parties shall not engage in a joint venture with each other as a result of this agreement. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.
3. Legal Compliance. The parties hereto agree to act in compliance in all material respects with all applicable federal, state and local laws, including applicable regulations, administrative orders, which shall specifically include: 42 U.S.C. § 1395nn (the "Stark Law"), 31 U.S.C. § 3729 (the "False Claims Act"), and regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. § § 164.500 – 164.534 ("HIPAA"), or any similar provision relating to kickbacks, illegal referrals, illegal billings, privacy, and applicable regulations relating to health care, the health care industry, the provision of health care services, third-party reimbursements and public health and safety.
4. Liability. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Tennessee Claims Commission and liability shall be limited in accordance with the provisions of Tennessee law.
5. Cooperation. Each party agrees to cooperate with and assist each other Party with any complaints or investigations arising out of or in connection with the services provided under this Agreement. Nothing in this Agreement shall be construed to prevent any employee of a party from testifying at an administrative hearing, deposition or in court in response to a lawful subpoena.
6. Nondiscrimination. Parties shall comply with federal and state laws prohibiting discrimination against individuals because of race, creed, color, sex, religion, age, national origin, disability or veteran status.

7. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, and if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

Sullivan County:

Sullivan County Mayor's Office
Sullivan County Courthouse
3411 Hwy. 126
Suite 206
Blountville, TN 37617

ETSU:

East Tennessee State University
Quillen College of Medicine
Finance and Administration
PO Box 70420
Johnson City, TN 37614-0569
ATTN: Mr. Greg Wilgocki, Executive Associate Dean/Finance
and Administration

8. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

In consideration of the terms and conditions above, the undersigned execute this Agreement for the purpose of binding the Parties to the Provisions of the Agreement.

East Tennessee State University

Sullivan County, Tennessee

By: _____ Date: _____
Dr. John B. Schweitzer
Chair, Department of Pathology

By: _____ Date: 10/20/14
Sullivan County Mayor

By: _____ Date: _____
Dr. Robert T. Means, Jr.
Dean, College of Medicine

By: _____ Date: _____
Dr. Wilsie S. Bishop
Vice President, Division for Health Affairs

Sullivan County, Tennessee
Board of County Commissioners

Item 10
No. 2014-10-72

To Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October 2014.

RESOLUTION Approving Memorandum of Understanding with Wellmont Health System Doing Business As (dba) Doing Business As Holston Valley Medical Center

WHEREAS, Wellmont Health System, dba Holston Valley Medical Center, intends to submit an application under section 340B of the Public Health Services Act as a rural referral center for reduced or low-cost drugs used in the delivery of outpatient services; and

WHEREAS, as a requirement to participate in the program, Wellmont Health System, dba Holston Valley Medical Center must have a formal agreement with a city or county government that describes the applicant's commitment to caring for indigent, uninsured and underinsured individuals; and

WHEREAS, Wellmont Health System dba Holston Valley Medical Center, requests the County enter into a Memorandum of Understanding to satisfy that requirement; and

WHEREAS, there is no financial obligation of the county for this Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED:

Section I. That a Memorandum of Understanding with Wellmont Health System, dba Holston Valley Medical Center, is approved.

Section II. That the Mayor, or in his absence, incapacity, or failure to act, the Chairman Pro-Tem, is authorized to execute, in a form approved by the county attorney, the requirements of Memorandum of Understanding with Wellmont Health System, dba Holston Valley Medical Center, and all other documents necessary and proper and to take such acts as necessary to effectuate the purpose of the memorandum or this resolution, said memorandum being as follows:

MEMORANDUM OF UNDERSTANDING BETWEEN WELLMONT HEALTH
SYSTEM dba HOLSTON VALLEY MEDICAL CENTER AND SULLIVAN COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ____ day of _____, 2014 by and between Sullivan County and Wellmont Health System dba Holston Valley Medical Center ("HVMC") located in Kingsport, Tennessee.

WHEREAS, HVMC is a Tennessee not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or under-insured population in the State of Tennessee;

WHEREAS, HVMC desires to participate in the drug discount program established under Section 340B of the Public Health Services Act ("340B Program");

WHEREAS, in order to participate in the 340B Program, HVMC must enter into an agreement with a unit of state or local government pursuant to which HVMC commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits, at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, HVMC desires to make such a formal commitment to Sullivan County; and

WHEREAS, Sullivan County agrees to accept such commitments on behalf of the citizens of Sullivan County.

NOW THEREFORE, in consideration of mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. Commitment of HVMC to Provide Indigent Care. During the term of this MOU, HVMC agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of the area, including Sullivan County. In the fiscal year ended 6/30/2013, HVMC provided these services at a cost of \$25,134,000. Pursuant to this commitment, it is the intention of HVMC that indigent care provided during the term of this MOU will range generally between \$20 million and \$30 million annually. In any event, HVMC will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.
2. Acceptance and Acknowledgement of Sullivan County.
 - (a) Sullivan County accepts the commitment of HVMC as set forth below:
 - (b) Sullivan County hereby acknowledges that the healthcare services provided by HVMC hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
 - (c) Sullivan County acknowledges that HVMC is providing these services at no reimbursement or considerably less than full reimbursement from the patients.
3. Representations of HVMC.
 - (a) HVMC constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Tennessee with the corporate power and authority to enter into and perform its obligations under this MOU; and
 - (b) HVMC is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Tennessee.
4. Term and Termination. The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.
5. Notice. All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested addressed as follows:

Sent to: Sullivan County
3411 Hwy 126, Ste 206
Blountville, TN 37617
Attn: County Mayor

Sent to: Holston Valley Medical Center
130 West Ravine Road
Kingsport, TN 37660
Attn: President & CEO

With a copy to:

Wellmont Health System dba Holston Valley Medical Center
1905 American Way
Kingsport, TN 37660
Attn: General Counsel

6. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee (excepting any conflict of law provisions which would serve to defeat application of State of Tennessee substantive law).

IN WITNESS WHEREOF, HVMC and Sullivan County have executed this Agreement as of the day and year first written above by their duly authorized representatives.

(Acknowledgements deleted for inclusion of this resolution.)

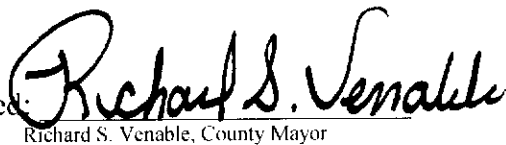
SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the county attorney to the memorandum set out herein that do not substantially alter the material provisions of the memorandum, and the execution thereof by the mayor is conclusive evidence of the approval of such changes.

SECTION IV. That the Board of Commissioners finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of citizens of the county.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

Approved this 20th day of October 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: John Crawford

**Prime Co-Sponsor(s): Bill Kilgore, Joe Herron
Pat Shull, John Gardner**

ACTIONS:

Approved 10-20-14 Roll Call Vote 23 Aye, 1 Absent

Sullivan County, Tennessee
Board of County Commissioners

Item 11
No. 2014-10-73

To Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October 2014.

RESOLUTION Requesting the Closure of the South End of Booher Lane off U.S. Highway 421

WHEREAS, Mr. Dave Rutherford is the sole adjoining property owner of property located off the south end of Booher Lane and he has requested this road be closed due to ongoing vandalism and theft; and

WHEREAS, the area of the proposed closure was cut off when U.S. Highway 421 was constructed and this left approximately 315' of roadway with Dave Rutherford as the only adjoining property owner as illustrated on the plat; and

WHEREAS, the Sullivan County Highway Department does very little maintenance to this unpaved roadway except for occasional mowing; and

WHEREAS, this closure is being recommended by Sullivan County Highway Commissioner Jim Belgeri; and

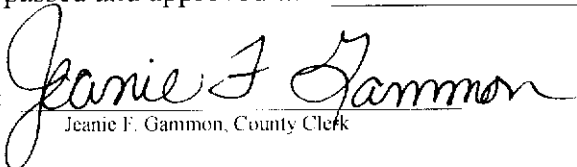
WHEREAS, such closure would be pending the approval of the Sullivan County Planning Commission; and

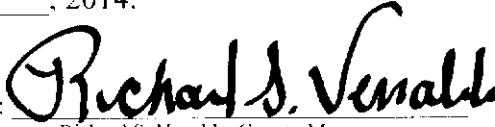
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session does hereby approve this request, pending the approval of the Sullivan County Planning Commission, for the closure of 315' of the south end of Booher Lane located off U.S. Highway 421. That the County hereby deed Dave Rutherford, sole adjoining property owner, said property and that said property owner be responsible for any costs associated with the preparation of any deed or survey as necessary.

WAIVER OF RULES REQUESTED

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

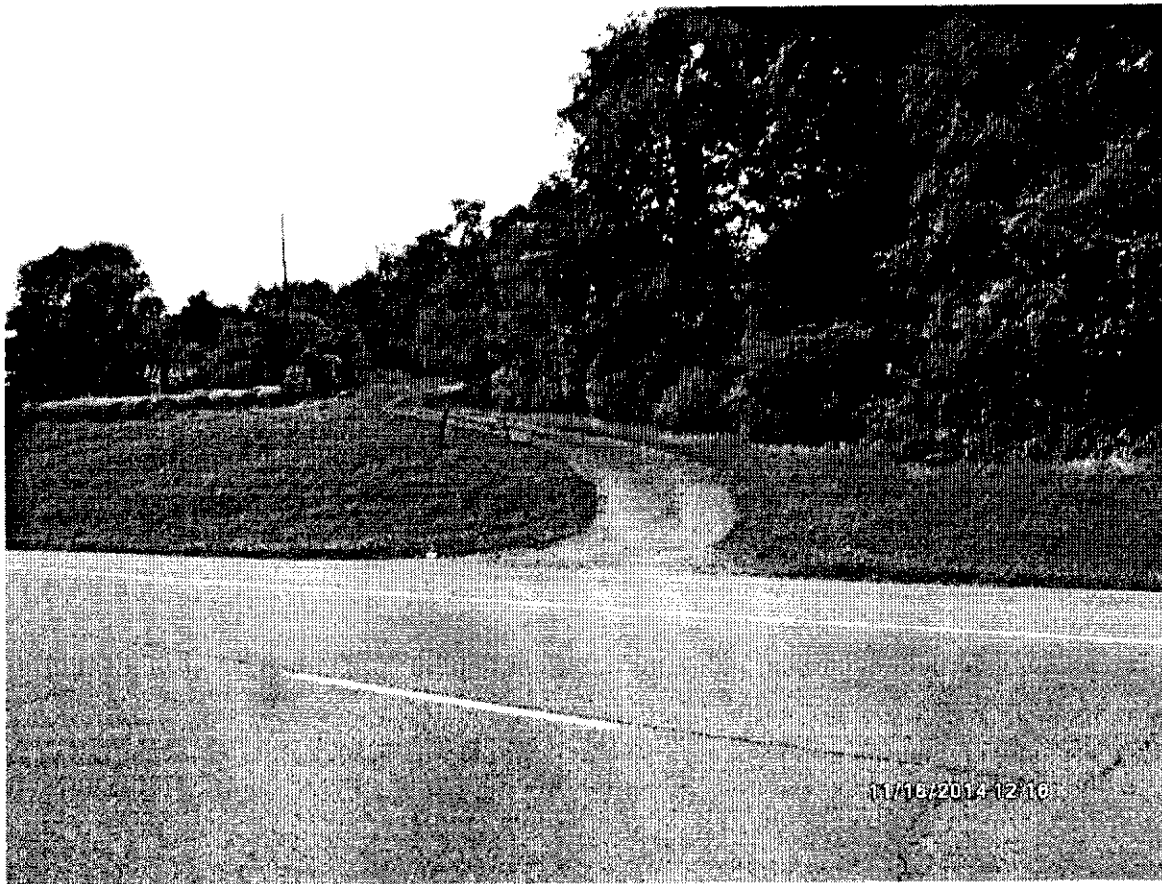
Duly passed and approved this 20th day of October, 2014.

Attest: 
Jeanie F. Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored by: Randy Morrell
Prime Co-Sponsor(s): Andy Hare, Sherry Grubb

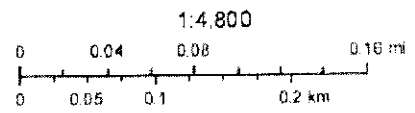
Actions: **APPROVED ROLL CALL 22 AYE, 2 ABSENT**



Sullivan County - Parcel: 054 109.00



October 14, 2014



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

I/We DAVID A. RUTHERFORD
(Name of Owner(s))

being owner(s) of land touched by the highway, road, and/or right-of-way proposed to be closed, abandoned, changed, and/or transferred to others by Sullivan County, Tennessee, being more particularly described as Section of Becken Ln.
(Description of Highway, Road, Right-of-Way)
that adjoins David A. Rutherford Farm.
do hereby waive any and all claims for damages, past, present and future, known and unknown, that I/We might sustain by such closure, abandonment, change and/or transfer, and hereby release Sullivan County, Tennessee therefrom.

9/18/14
Date

David Rutherford
SIGNATURE OF OWNER

DAVE Rutherford
Printed Name of Owner

Randy C. Merrill
Witness

Date

SIGNATURE OF OWNER

Witness

Printed Name of Owner

Sullivan County, Tennessee
Board of County Commissioners

Item 12
No. 2014-10-74

To the Honorable Richard S. Venable, Chairman, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014.

RESOLUTION to Authorize Approval of Statutory Blanket Bond for the Employees of Sullivan County Not Otherwise Covered by Individual Bonds.

WHEREAS, in 2013, the Tennessee State Legislature amended T.C.A. § 8-19-101 to require county governments to obtain and maintain blanket surety bond coverage for all county employees not covered by individual bonds referenced elsewhere in statute;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approves the statutory blanket bond in the amount of \$150,000.00 (see attached Declarations page), for the employees of Sullivan County not otherwise covered by individual bonds, at a cost of \$3,195.00 for one year of coverage, to be renewed annually.

The premium is allocated from the General Fund.

Waiver of Rules Requested

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

Approved this 20th day of October, 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, Chairman, County Commission

Introduced By: Commissioner: Bob White
Seconded By: Commissioner(s): Mark Bowery

ACTIONS: APPROVED ROLL CALL 22 AYE, 2 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 13
No. 2014-10-75

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October 2014.

RESOLUTION to Express Support for the Proposed State Constitutional Amendment 1, as Appearing on the November 4, 2014 General Election Ballot

WHEREAS: The Sullivan County Legislative Body supports the sovereignty of the People of the State of Tennessee through their elected representatives to direct public policy in matters of public interest at all levels of government; and

WHEREAS: In 2000 the Supreme Court of Tennessee in its decision in *Planned Parenthood v. Sundquist* removed the people of Tennessee from power to enforce common-sense regulations and laws concerning the practice of abortion in this State; and

WHEREAS: There will appear on the November 4, 2014 General Election Ballot an amendment to the Constitution of the State of Tennessee which, if approved by the voters of Tennessee, will nullify the effect of the ruling in *Planned Parenthood v. Sundquist* and return the power to the people of this state, acting through their elected representatives, to regulate abortion in this state within the limits set forth by Federal Constitutional Law.

Amendment 1 as it will appear on the November 4th General Election Ballot reads as follows:

Nothing in this Constitution secures or protects a right to abortion or requires the funding of an abortion. The people retain the right through their elected state representatives and state senators to enact, amend, or repeal statutes regarding abortion, including, but not limited to, circumstances or pregnancy resulting from rape or incest or when necessary to save the life of the mother.

NOW THEREFORE BE IT RESOLVED This Body hereby expresses its support for the proposed Constitutional Amendment 1, as appearing on the November 4, 2014 General Election Ballot and as recited herein.

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

Waiver of the Rules Requested

Approved this 20th day of October 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

SPONSORED BY: Matthew J. Johnson

PRIME CO-SPONSOR(s): John K. Crawford, Baxter Hood, Sherry Grubb, Mark Vance, Angie Stanley, Darlene Calton, Andy Hare, Kit McGlothlin, Michael Cole, Bobby Russell, Bob Neal, Mack Harr

All Commissioners Voting "Aye"

ACTIONS: **APPROVED ROLL CALL 22 AYE, 2 ABSENT**

ACTIONS:

Sullivan County, Tennessee
Board of County Commissioners

Item 14
No. 2014-10-76

To the Honorable Richard S. Venable, Chairman and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October 2014.

RESOLUTION to Amend the Sullivan County Employee Handbook

WHEREAS, the Sullivan County Employee Handbook currently provides as follows: "At the discretion of the department head/supervisor, employees may be required to take vacation benefits in no less than one-hour intervals"; and

WHEREAS, the requirement that Highway Department employees must take vacation benefits in no less than one-day intervals does not work well for Highway Department employees and has the undesired result of Highway Department employees taking more sick leave;

NOW THEREFORE BE IT RESOLVED that the Sullivan County Employee Handbook is amended by deleting from the end of the first paragraph under the heading "Vacation" currently located on page 32 of the Handbook the following clause: "however, Highway Department employees must take vacation benefits in no less than one-day intervals" such that the paragraph will now read:

It is the policy of Sullivan County to promote employee efficiency, health and morale through periodic vacation from duty. At the discretion of the department head/supervisor, employees ~~may~~^{may} be required to take vacation benefits in no less than one-hour intervals.

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

Approved this _____ day of _____ 2014.

Attested: _____
Jeanie Gammon, County Clerk

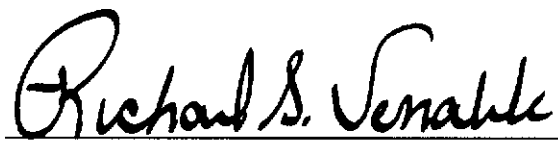
Approved: _____
Richard S. Venable, County Mayor

Sponsored By Commissioner: Terry Harkleroad

Prime Co-Sponsor(s) Commissioners: Darlene Calton, John Gardner, Andy Hare, Matthew Johnson, Kit McGlothlin, Randy Morrell, Angie Stanley

1st Reading 10-20-14;

**AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR
SESSION NOVEMBER 17, 2014.**

A handwritten signature in black ink that reads "Richard S. Venable". The signature is written in a cursive style with a large initial "R".

RICHARD VENABLE

COMMISSION CHAIRMAN