

SULLIVAN COUNTY  
Board of County Commissioners  
September 19, 2024  
6:00 p.m.

**COUNTY COMMISSION MONTHLY MEETING**

- ❖ Call to Order by Sheriff Jeff Cassidy
- ❖ Mayor/Chairman Richard Venable presiding.
- ❖ Invocation
- ❖ Pledge to the American Flag
- ❖ Roll Call by Teresa Jacobs, Sullivan County Clerk
- ❖ Proclamation: Sullivan County Day
- ❖ Proclamation: Family Court Awareness Month
- ❖ Appointments:
  - 1) Drew Deakins to the Sullivan County Regional Planning Commission, term September 2024 to September 2028, to fill vacancy caused by expiration of term.
  - 2) Larissa Faulknor to Sullivan County Library Board of Trustees, to fill vacancy created by departure of Paula Mullins.
- ❖ Approval of Commission Minutes of August 8, 2024, Rezoning Hearing/Work Session Meeting; August 9, 2024, Called Session; and August 15<sup>th</sup> Monthly Meeting (Minutes are provided to commission members electronically and are available to the public at [www.sullivancountyclerktn.com/commission-minutes](http://www.sullivancountyclerktn.com/commission-minutes))
- ❖ Approval of Notaries Public
- ❖ Public Comment
- ❖ Resolutions
- ❖ Announcements
- ❖ Adjournment



Sullivan County  
Board of County Commissioners  
244th Annual Session

Item 1  
Resolution No. 2024-09-01

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 12<sup>th</sup> day of September 2024.

**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 12th day of September 2024.

Attested: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approved \_\_\_\_\_  
Richard S. Venable, Mayor

**Introduced by: Commissioner Darlene Calton  
Seconded by: Commissioner John Gardner**

2024-09-01 ACTIONS: Introduced at rezoning requests public hearing meeting, September 12, 2024 for immediate vote; approved; two rezoning cases heard and voted on as reflected in County Clerk's minutes.



## RESOLUTIONS

September 19, 2024

### OLD BUSINESS

Item 2 Resolution No. 2024-08-07

Sponsors: Stidham/Ward

**RESOLUTION TO AUTHORIZE THE SULLIVAN COUNTY PURCHASING AGENT TO ENTER INTO A TASER 7 BASIC BUNDLE PLAN AGREEMENT WITH AXON ENTERPRISE, INC. IN SCOTTSDALE, AZ TO FURNISH THE SULLIVAN COUNTY SHERIFF'S OFFICE WITH TASERS, HOLSTERS, AND CARTRIDGES.**

Item 3 Resolution No. 2024-08-14 (**AS AMENDED BY SPONSOR**)

Sponsors: Ward/Locke (To be amended at Regular Session on September 19)

**A RESOLUTION TO ACCEPT A DONATION OF AN UP TO \$20,000 FROM THE NON-PROFIT ORGANIZATION SAFE HAVEN BABY BOXES FOR INSTALLATION AND INITIAL MAINTENANCE AND MONITORING OF A SAFE HAVEN BABY BOX AT BLOOMINGDALE VOLUNTEER FIRE DEPARTMENT ~~THE BOX AND AUTHORIZE A CONTRACT FOR FUTURE MAINTENANCE AND MONITORING AT A COST OF \$1,001.40 PER YEAR.~~**

### NEW BUSINESS

Item 4 Resolution No. 2024-09-02

Sponsors: Crosswhite/Carr

**A RESOLUTION TO APPROVE ALLOCATION OF UP TO \$453,226.40 FROM THE OPIOID ABATEMENT TRUST FUND TO THREE NON-PROFIT ORGANIZATIONS HELPING INDIVIDUALS ACHIEVE AND SUSTAIN RECOVERY.**

Item 5 Resolution No. 2024-09-03

Sponsors: King/Glover

**RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO SIGN CONTRACT FOR TDOT PROJECT PIN NUMBER 128634.71 FOR SAFETY IMPROVEMENTS NEAR VARIOUS LOCAL ROADS IN THE COUNTY (LOCAL ROADS SAFETY INITIATIVE)**

Item 6 Resolution No. 2024-09-04

Sponsors: Crosswhite /

**RESOLUTION TO RECOGNIZE THE JUUL SETTLEMENT REIMBURSEMENT FOR THE CATCH MY BREATH PROGRAM IN THE 2024-25 BUDGET.**

Item 7 Resolution No. 2024-09-05

Sponsors: Vanover/Gardner

**RESOLUTION TO RECOGNIZE THE FY 2025 PUBLIC SCHOOL SECURITY GRANT FUNDS IN THE 2024-25 BUDGET.**



Item 8 Resolution No. 2024-09-06

Sponsors: Vanover/Glover

**RESOLUTION TO AUTHORIZE PERSONAL PROPERTY DELINQUENT TAX RECOVERY PROGRAM.**

Item 9 Resolution No. 2024-09-07

Sponsors: Gardner /Vanover

**RESOLUTION TO RECOGNIZE THE FY 2025 INNOVATIVE SCHOOL MODELS (ISM) GRANT FUNDS IN THE GENERAL PURPOSE SCHOOL FUND.**

Item 10 Resolution No. 2024-09-08

Sponsors: Vanover/Hayes

**A RESOLUTION TO RECORD THE SULLIVAN COUNTY COMMISSION'S SUPPORT OF COUNTY DEPARTMENT HEADS AND ELECTED OFFICIALS TO CONSIDER FOUR-DAY WORK WEEK OR OTHER OPTIONS TO ALLOW FLEXIBLE WORK SCHEDULES, AT THEIR DISCRETION, UNDER SUCH CIRCUMSTANCES TO ENHANCE PUBLIC SERVICES AND/OR RECRUIT/RETAIN EMPLOYEES, WITHOUT ANY REDUCTION IN DAYS/HOURS OF ACCESS TO SERVICES PROVIDED TO THE PUBLIC.**

Item 11 Resolution No. 2024-09-09

Sponsors: Gardner/Calton

**RESOLUTION TO APPROVE THE CHANGE FOR SULLIVAN COUNTY EMPLOYEE'S SHARE OF PREMIUM PARTICIPATION IN THE STATE INSURANCE PLAN FOR THE 2025 CALENDAR YEAR.**



*Sullivan County  
Board of County Commissioners  
244<sup>th</sup> Annual Session*

Item 2  
Resolution No. 2024-08-07

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO AUTHORIZE THE SULLIVAN COUNTY PURCHASING AGENT TO ENTER INTO A TASER 7 BASIC BUNDLE PLAN AGREEMENT WITH AXON ENTERPRISE, INC. IN SCOTTSDALE, AZ TO FURNISH THE SULLIVAN COUNTY SHERIFF'S OFFICE WITH TASERS, HOLSTERS, AND CARTRIDGES.**

WHEREAS, the Sullivan County Sheriff's Offices contract with Axon Enterprise, Inc to supply the County with Tasers and Cartridges ended in June of 2023; and

WHEREAS, the Sullivan County Sheriff's Office desires to equip, issue, and certify Officers with Tasers and Cartridges; and

WHEREAS, the Sullivan County Sheriff's Office contacted Axon Enterprise, Inc and discussed their exclusive product and the best Package Plan offered to suit Sullivan County Law Enforcement needs; and

WHEREAS, the Sullivan County Sheriff's Office has determined the Taser 7 Basic Bundle Package Plan, which provides Tasers with a 5-year warranty, a quick replacement program for damaged Tasers at no additional cost, an equipment trade-in program at the end of 5 years, Holsters, and Cartridges to be paid in Installments over 5 years to be the best option; and

WHEREAS, the Sullivan County Sheriff's Office desires to lease 80 Taser 7's with Holster and Cartridges from Axon Enterprise, Inc. under the Taser 7 Basic Bundle Package Plan.

WHEREAS, the Sullivan County Sheriff's Office currently budgets \$23,280 for Tasers; therefore, we are requesting that the Sullivan County Commission help find funding for the remaining increase in cost over the next 5 years.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorize the Sullivan County Purchasing Agent to execute an agreement to lease eighty (80) Tasers with accessories @ \$47,383.94 the first year and \$65,313.36 for the four remaining fiscal years totaling \$308,637.38 with Axon Enterprise, Inc. as recommended by the Sullivan County Sheriff's Office, expiring 2028.**

**The Sullivan County Sheriff's Office will be requesting additional funding in FY 24-25 of \$24,103.94 from County Undesignated Fund Balance and additional funding each of the following 4 fiscal years of \$42,033.36 per year until 2028 from County Undesignated Fund Balance.**

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



Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attested: \_\_\_\_\_ Approved: \_\_\_\_\_  
Teresa Jacobs, County Clerk Richard S. Venable, County Mayor

**Sponsored by: Commissioner Gary Stidham**  
**Prime Co-Sponsor: Commissioner Travis Ward**

**2024-08-07 Actions: Introduced at Work Session on August 8, 2024, waiver of rules requested. Sponsor placed on first reading and rolled to September calendar to gather additional information. Reviewed during Work Session on September 12 and sponsor asked to move to September 19 Monthly Meeting Agenda.**



*Sullivan County  
Board of County Commissioners  
244th Annual Session*

**AS AMENDED BY SPONSORS**

Item 3

Resolution No. 2024-08-14

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 15<sup>th</sup> day of August 2024.

**A RESOLUTION TO ACCEPT A DONATION OF AN UP TO \$20,000 FROM THE NON-PROFIT ORGANIZATION SAFE HAVEN BABY BOXES FOR INSTALLATION AND INITIAL MAINTENANCE AND MONITORING OF A SAFE HAVEN BABY BOX AT BLOOMINGDALE VOLUNTEER FIRE DEPARTMENT THE BOX AND AUTHORIZE A CONTRACT FOR FUTURE MAINTENANCE AND MONITORING AT A COST OF \$1,001.40 PER YEAR.**

WHEREAS, each year across our nation mothers in crisis abandon their infant in ways that endanger or kill the infant; and

WHEREAS, the mother's fear of being identified has been noted as a prime motive for abandonment of an infant rather than face-to-face surrender of the infant to a medical or emergency response location; and

WHEREAS, Safe Have Baby Boxes (SHBB) was founded in 2015 with a mission of preventing illegal abandonment of newborns, raising awareness, offering 24/7 hotline assistance to mothers in crisis, and promoting the installation of "Baby Box Drop Off" locations as a last resort for women who want to maintain complete anonymity; and

WHEREAS, SHBB has agreed to donate up to \$20,000 for installation of a Baby Box in Sullivan County; and

WHEREAS, installation of the Baby Box will be of no cost to Sullivan County as it is an in-kind donation to SHBB from Knoxville-based Sylvan Inc.; and

WHEREAS, The SHBB donation to Sullivan County's Baby Box will include: \$1,510 to cover a 36-month security monitoring fee; and a \$500 yearly maintenance fee; and

WHEREAS, after the 36-month contract for the security monitoring Sullivan County will incur the cost at \$41.95 per month (\$501.40 per year); and after the first year Sullivan County will incur an annual maintenance fee of \$500; and

**WHEREAS, all fees are covered by sources other than Sullivan County for the first five years of operation of the Safe Haven Baby Box; and**

**WHEREAS, the estimated cost of necessary repairs to the BVFD Fire Hall's generator, and updating existing signage fronting the roadway to alert the public of the Baby Box's location there, is \$5,000.**



**NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Commission approves acceptance of the initial donation of up to \$20,000 to cover initial costs of installation of a Safe Haven Baby Box in the county.**

**BE IT FURTHER RESOLVED, the Sullivan County Commission authorizes a five-year Baby Box contract in which a clause allows either party to exit the agreement with 60 days' notice, with an estimated ongoing cost to Sullivan County of up to \$1,001.40 per year.**

**AND BE IT FURTHER RESOLVED, the Sullivan County Commission approves allocation of up to \$5,000 to fund repairs to the generator at Bloomingdale Volunteer Fire Department and updating existing signage fronting the roadway to identify the location of the Safe Haven Baby Box.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest: \_\_\_\_\_ Approve: \_\_\_\_\_  
Teresa Jacobs, County Clerk Richard S. Venable, County Mayor

SPONSOR: Travis Ward

COSPONSORS: Hunter Locke, Zane Vanover, Joe Carr, Gary Stidham, Jessica Means, Hershhal Glover, Cheryl Harvey

2024-08-14 ACTIONS: Introduced with request for waiver of the rules and immediate vote at Regular Session on August 15, 2024; Sponsor moved to change to First Reading and roll to September calendar. At Work Session on September 12, Sponsor Travis Ward announced intent to amend resolution at Regular Session on September 19 to include location of box (Bloomingdale Volunteer Fire Department) and request \$5,000 one-time investment by county to upgrade the building's generator and installation of a sign fronting the roadway to advertise the Save Haven Baby Box being located there.





*Sullivan County  
Board of County Commissioners  
244th Annual Session*

Item 4  
Resolution No. 2024-09-02

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 19<sup>th</sup> day of September 2024.

**A RESOLUTION TO APPROVE ALLOCATION OF UP TO \$453,226.40 FROM THE OPIOID ABATEMENT TRUST FUND TO THREE NON-PROFIT ORGANIZATIONS HELPING INDIVIDUALS ACHIEVE AND SUSTAIN RECOVERY.**

WHEREAS, Sullivan County received a total of \$735,949.15 on February 28, 2023, from the Abatement Trust Fund; and

WHEREAS, the county shall obligate all funds for specific purpose within a two-year timeframe from date of receipt of such funds; and

WHEREAS, Sullivan County's Opioid Advisory Committee recommends allocating the following amounts from the February 28, 2023, receipts to the following non-profit organizations: \$206,013.20 to Recovery Resources TN; \$167,213.20 to Bridge to Shore Recovery Organization; and \$80,0000 to Families Free, Inc.

**NOW, THEREFORE, BE IT RESOLVED the Sullivan County Commission meeting in Regular Session this 19<sup>th</sup> day of September 2024 approves allocation of \$206,013.20 to Recovery Resources TN; \$167,213.20 to Bridge to Shore Recovery Organization; and \$80,0000 to Families Free, Inc. Accounts and codes to be assigned by the Finance Department.**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk  
Mayor

Approve: \_\_\_\_\_  
Richard S. Venable, County  
Mayor

**Sponsored by: Joyce Crosswhite  
Cosponsors: Joe Carr, Archie Pierce**

**WAIVER OF RULES REQUESTED**

2024-09-02 ACTIONS: Draft reviewed at Work Session on September 12, 2024. Resolution introduced at Monthly Meeting on September 19.



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 5  
Resolution No. 2024-09-03

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO SIGN CONTRACT FOR TDOT PROJECT PIN NUMBER 128634.71, WHICH INCLUDES MOUNTAIN VIEW DRIVE.**

WHEREAS, The Tennessee Department of Transportation is set to begin safety improvements long-planned for roadways under the maintenance of the Sullivan County Highway Department; and

WHEREAS, TDOT has reached an agreement with Norfolk Southern Railway regarding construction related to this project in reference to property owned and maintained by the railroad company; and

WHEREAS, TDOT has asked for Sullivan County to sign an agreement to acknowledge ownership and accept responsibility for future maintenance of the road improvements; and

WHEREAS, the cost of the project requires no matching funds from Sullivan County; however, TDOT has asked Sullivan County to sign an agreement to accept ownership and future maintenance of the roadways included in the project; and

WHEREAS, the county attorney advises the full Sullivan County Commission must vote by majority to authorize the mayor to sign the agreement, due to potential future expenditures.

THEREFORE, BE IT RESOLVED the Sullivan County Commission authorizes Mayor Richard Venable to sign the agreement with TDOT (contract attached) for project PIN number 128634.71.

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve: \_\_\_\_\_  
Richard S. Venable, County Mayor

Sponsor: Commissioner Dwight King  
Cosponsor: Commissioner Hershel Glover

2024-09-03 ACTIONS: Draft reviewed at Work Session on September 12, 2024. Resolution introduced at Monthly Meeting on September 19.



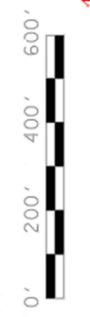
FILE NO. 2021-01374  
 COUNTY SULLIVAN COUNTY  
 PROJECT LOCAL ROADS SAFETY INITIATIVE



STATE OF MISSISSIPPI  
 DEPARTMENT OF TRANSPORTATION  
 TRANSPORTATION DIVISION

FIGURE 4  
 L.R. 01374  
 L.M. 1.50 to  
 L.M. 2.03

**LOCAL ROADS SAFETY INITIATIVE**  
 LOCAL ROUTE 01374 (MOUNTAIN VIEW DR./ MAIN ST./ AUSTIN SPRINGS RD.)  
 L.M. 0.00 TO L.M. 4.02  
 SULLIVAN COUNTY

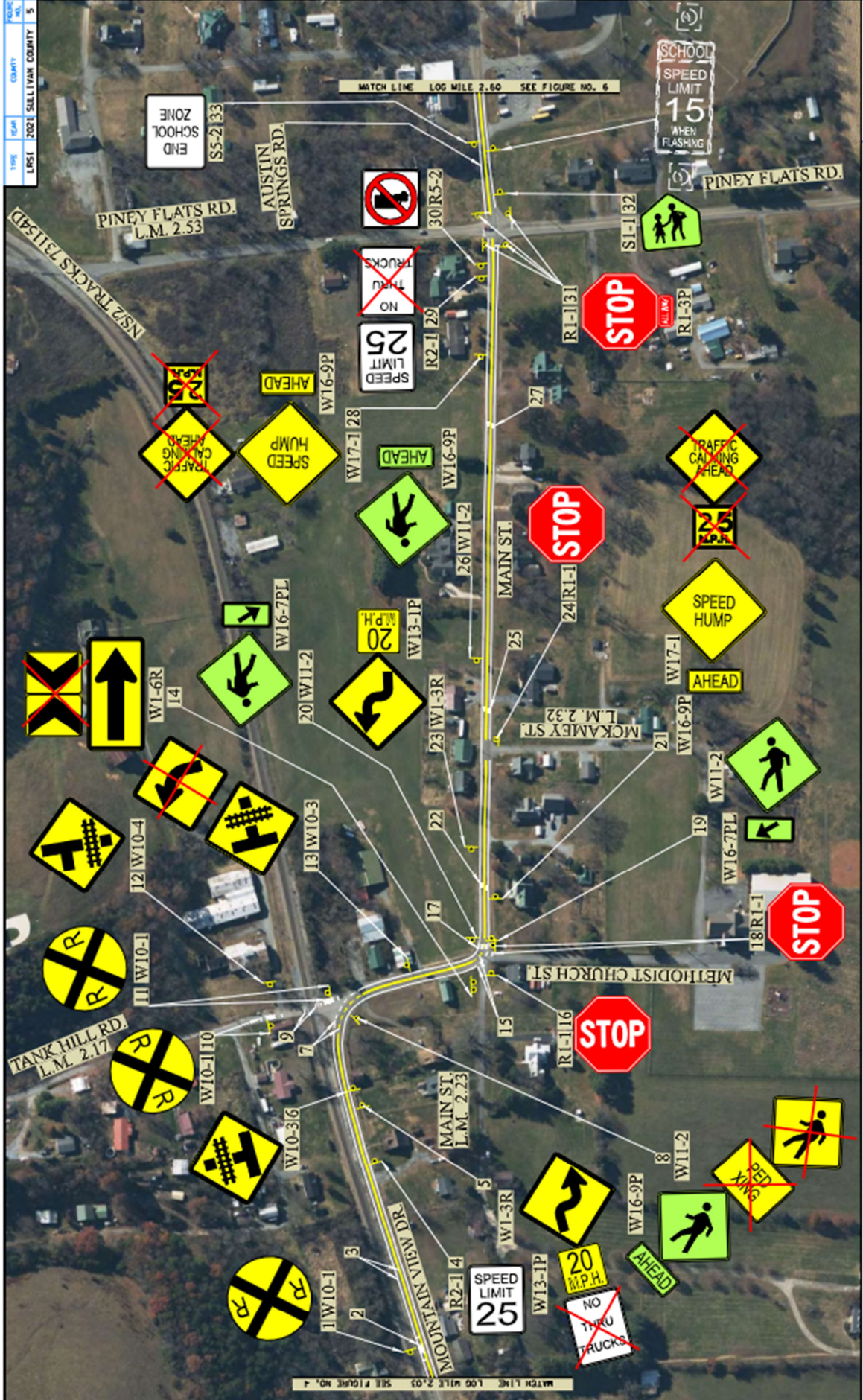


FILE NO. 2021-01374  
 COUNTY SULLIVAN COUNTY  
 PROJECT LOCAL ROADS SAFETY INITIATIVE





DATE	YEAR	COUNTY	PROJECT NO.
LR51	2021	SULLIVAN COUNTY	5



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC SAFETY DIVISION

FIGURE 5  
L.R. 01374  
L.M. 2.03 to  
L.M. 2.60

**LOCAL ROADS SAFETY INITIATIVE**

LOCAL ROUTE 01374 (MOUNTAIN VIEW DR./ MAIN ST./ AUSTIN SPRINGS RD.)  
L.M. 0.00 TO L.M. 4.02  
SULLIVAN COUNTY



**GUIDANCE**

1. Restripe the existing edgelines and centerline with spray thermoplastic (60 mil) 4" single solid white edgelines and a 4" double solid yellow centerline on Mountain View Drive from L.M. 1.50 to L.M. 2.03.
2. Install one (1) Stop (R1-1) (36"x36") sign on Tester Hollow Road at the intersection with Mountain View Drive. Remove the existing No Thru Trucks sign and install one (1) No Trucks (R5-2) (36"x36") sign on Mountain View Drive westbound at approximate L.M. 1.68.
3. Install one (1) Stop (R1-1) (36"x36") sign on Johnson Drive at the intersection with Mountain View Drive. Install a red retroreflective strip along the sign post. Install sixteen (16) feet of 24" thermoplastic stop line.
4. Install one (1) Reverse Turn (W1-3R) (36"x36") sign on and one (1) Speed Advisory (20 MPH) (W13-1P) (18"x18") plaque mounted below on Mountain View Drive westbound at approximate L.M. 1.82.
5. Install one (1) Truck (W11-10) (36"x36") sign and one (1) Next 1 Mile (W7-3aP) (24"x18") plaque mounted below on Mountain View Drive eastbound at approximate L.M. 1.83.
6. Remove and replace one (1) Grade Crossing (W10-1) (36" Dia.) sign on Mountain View Drive westbound at approximate L.M. 1.86.
7. Restripe the existing Railroad Crossing pavement marking on the westbound lane of Mountain View Drive at approximate L.M. 1.86.
8. Remove and replace one (1) Speed Limit (35 MPH) (R2-1) (24"x30") sign on Mountain View Drive eastbound at approximate L.M. 1.87.
9. Restripe twenty-four (24) feet of existing stop line along both directions of Mountain View Drive at approximate L.M. 1.94 and L.M. 1.98.



**LOCAL ROADS SAFETY INITIATIVE**  
 LOCAL ROUTE 01374 (MOUNTAIN VIEW DR./ MAIN ST./ AUSTIN SPRINGS RD.)  
 L.M. 0.00 TO L.M. 4.02  
 SULLIVAN COUNTY





***Local Route 01374 (Mountain View Drive/Main Street/Austin Springs Road)  
From S.R. 37 to Taylor Drive (L.M. 0.00 to L.M. 4.02)***

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**Project Description and Background**

This project was identified through the Tennessee Department of Transportation (TDOT) safety needs investigation process. The section of Local Route 01374 (Mountain View Drive/Main Street/Austin Springs Road) from log mile 0.00 to log mile 4.02 is a two (2) lane rural major collector with lane widths of nine (9) feet and shoulders of two (2) feet. Local Route 01374 (Mountain View Drive/Main Street/Austin Springs Road) qualifies for safety funding because Local Route 01374 (Mountain View Drive/Main Street/Austin Springs Road) experienced thirty-four (34) crashes, including two (2) fatal crashes, from 2015 - 2021. Additionally, Local Route 01374 (Mountain View Drive/Main Street/Austin Springs Road) has a severe crash rate of 0.631 which exceeds the statewide average severe crash rate of 0.144.

**Pre-Brief Summary**

The Annual Average Daily Traffic (AADT) for this segment is 1080 vehicles per day. The posted speed limit is 35 mph. Crash data was obtained from 2015 through 2021. A total of thirty-four (34) crashes occurred along this segment during that period; with two (2) fatal crashes, four (4) suspected minor injury crashes involving six (6) suspected minor injuries, and twenty-eight (28) property damage crashes. Forty-one percent (41%) of the crashes were lane departure crashes.

**Site Visit**

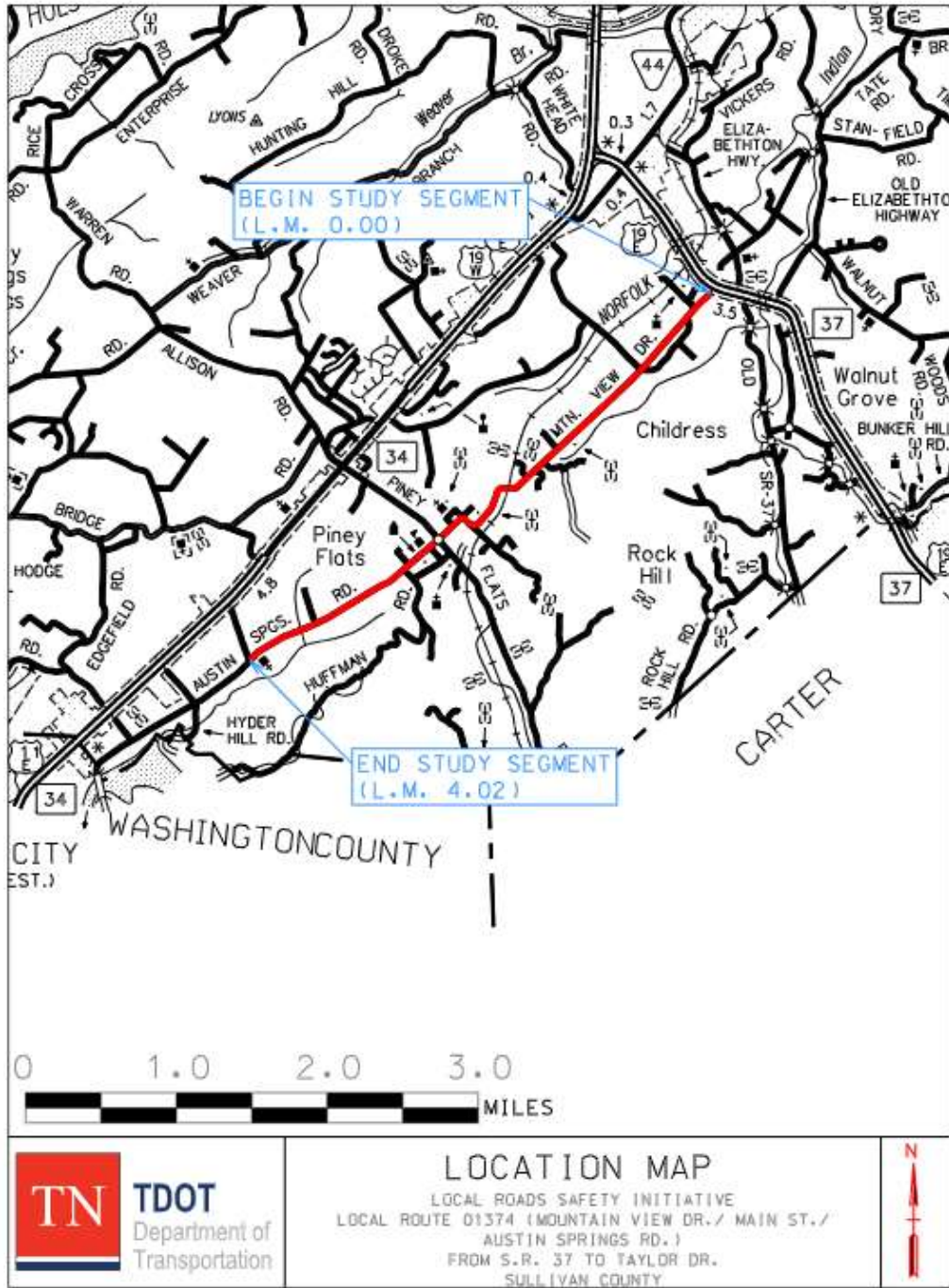
An onsite field review for Local Route 01374 was held at 9:00 a.m. ET on October 19, 2021.

**Observations**


- The warning signs and pavement markings along Mountain View Drive/Main Street/Austin Springs Road are in poor condition.
- The entrance to General Shale (L.M. 0.48) has a cluster of multiple crashes with three (3) total crashes, including two (2) suspected minor injury crashes.
- A section of roadway (L.M. 1.97 to L.M. 2.03) has a cluster of multiple crashes with four (4) total crashes, including four (4) property damage crashes.

The total estimated cost of the improvements listed in the report is **\$48,600**. Right-of-way acquisition is not required. A maintenance agreement is required with Sullivan County. A local match is not required. These improvements will be let to contract.





## COST ESTIMATE SUMMARY

Route:	Local Route 01374 (Mountain View Dr./Main St./Austin Springs Rd.)			
Description:	SR-75 to Devault Bridge Road			
Project Type of Work:	RSAR			
County:	Sullivan County			
Length:	4.02			
Date:	June 28, 2022			

DESCRIPTION	LOCAL 0%	STATE 0%	FEDERAL 100%	TOTAL
<b>Construction Items</b>				
Pavement Removal	\$0	\$0	\$0	\$0
Asphalt Paving	\$0	\$0	\$0	\$0
Concrete Pavement	\$0	\$0	\$0	\$0
Drainage	\$0	\$0	\$0	\$0
Appurtenances	\$0	\$0	\$0	\$0
Structures	\$0	\$0	\$0	\$0
Fencing	\$0	\$0	\$0	\$0
Signalization	\$0	\$0	\$0	\$0
Railroad Crossing	\$0	\$0	\$0	\$0
Earthwork	\$0	\$0	\$0	\$0
Clearing and Grubbing	\$0	\$0	\$0	\$0
Seeding & Sodding	\$0	\$0	\$0	\$0
Rip-Rap or Slope Protection	\$0	\$0	\$0	\$0
Guardrail	\$0	\$0	\$200	\$200
Signing	\$0	\$0	\$18,800	\$18,800
Pavement Markings	\$0	\$0	\$25,200	\$25,200
Maintenance of Traffic (6%)	\$0	\$0	\$2,200	\$2,200
Mobilization (6%)	\$0	\$0	\$2,200	\$2,200
Other Items = 10%	\$0	\$0	\$0	\$0
Const. Contingency = 30%	\$0	\$0	\$0	\$0
<b>Construction Estimate</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,600</b>	<b>\$48,600</b>
<b>Interchanges &amp; Unique Intersections</b>				
Roundabouts	\$0	\$0	\$0	\$0
Interchanges	\$0	\$0	\$0	\$0
<b>Right-of-Way &amp; Utilities</b>				
	<b>LOCAL</b>	<b>STATE</b>	<b>FEDERAL</b>	<b>TOTAL</b>
	0%	0%	0%	
Right-of-Way	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
<b>Preliminary &amp; Construction Engineering and Inspection</b>				
	<b>LOCAL</b>	<b>STATE</b>	<b>FEDERAL</b>	<b>TOTAL</b>
	0%	10%	90%	
Prelim. Eng.	\$0	\$0	\$0	\$0
Const. Eng. & Inspec. 10%	\$0	\$0	\$0	\$0
<b>Total Project Cost (2021)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,600</b>	<b>\$48,600</b>





State Proj : 82946-3466-94



Federal Proj : HSIP-8200(32)

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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT") and **Sullivan County** (hereinafter referred to as the "Local Agency").

### WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: **128634.71** described as **Miscellaneous Safety Improvements near Various Local Roads in Sullivan County (Local Roads Safety Initiative)** at Mile Post **0015.920-A & 0015.710-A (DOT#: 731156S & 731154D)**, near **Bluff City** in **Sullivan** County, Tennessee (hereinafter referred to as the "Highway Project") impacting a road under the maintenance jurisdiction of the Local Agency as well as the facilities of **Norfolk Southern Railway Company** (hereinafter referred to as the "Railroad"); and

WHEREAS, the Local Agency agrees to cooperate with TDOT and the Railroad regarding the construction of the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project upon completion as detailed herein; and

WHEREAS, TDOT and Railroad have executed or will execute a separate agreement providing for the Railroad's accommodation of the Highway Project;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. For the portion(s) of the Highway Project involving Crossing(s) **DOT# 731156S & 731154D**, the provisions of this subsection shall apply.
  - i. As shown on the Highway Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the area designated as "crossing agreement" is the area needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements of the Railroad as the parties shall reasonably agree.
  - ii. The Local Agency agrees to notify the Railroad before undertaking any inspection or maintenance work within the "crossing agreement" area, including any activities within twenty-five feet (25') on either side of the centerline



of the tracks or activities which may create a hazard, cause debris, or adversely affect railroad operations, maintenance or safety. The Local Agency shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The Local Agency shall be responsible for reasonable costs, including but not limited to, engineering review and specified safety requirements, incurred by the Railroad as a result of the Local Agency's work.

- iii. The Local Agency agrees that it shall have the legal and financial responsibility for maintaining the Highway Project upon its completion.
2. TDOT shall have no liability except as specifically provided in this Agreement.
3. This Agreement may be modified only by a written amendment executed by the parties hereto.
4. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
5. The Local Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Agency on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Agency shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
6. The Local Agency agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
9. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
10. The Local Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101 *et seq.*, and all applicable laws.



11. The Local Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Local Agency in connection with any work contemplated or performed relative to this Agreement.
12. TDOT and the Local Agency agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by email transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Jay Lanius, State Railroad Coordinator  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Email: [HQRailroadCoordinator@tn.gov](mailto:HQRailroadCoordinator@tn.gov)

With a copy if requested by TDOT to:

Leslie South, General Counsel  
Tennessee Department of Transportation  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Email: [Leslie.South@tn.gov](mailto:Leslie.South@tn.gov)

To the Local Agency:

Richard Venable, County Mayor  
3411 Highway 126  
Blountville, Tennessee 37617  
Phone: (423) 323-6417  
Email: [rvenable@sullivancountytn.gov](mailto:rvenable@sullivancountytn.gov)

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**SULLIVAN COUNTY:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION:**

BY: \_\_\_\_\_  
Howard H. Eley, Commissioner

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Leslie South, General Counsel



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 6  
Resolution No. 2024-09-04

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO RECOGNIZE THE JUUL SETTLEMENT REIMBURSEMENT FOR THE CATCH MY BREATH PROGRAM IN THE 2024-25 BUDGET.**

**WHEREAS**, the Sullivan County Department of Education has received funding through the JUUL settlement and has chosen to utilize those funds to offset the cost of educating students on the effects of vaping and/or smoking through the Catch My Breath program; and

**WHEREAS**, the funds granted to Sullivan County Department of Education for the 2024-25 year are \$12,169.82;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said reimbursement; not to exceed the above amount (\$12,169.82). The revenue and expenditure account codes for the grant are as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
44180	Expenditure Credit	12,169.82
72210-189-724	Other Salaries & Wages	7,500.00
72210-201-724	Social Security	475.00
72210-204-724	State Retirement	675.00
72210-212-724	Employer Medicare	110.00
72210-499-724	Other Supplies & Mtls	3,409.82

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 19th day of September 2024.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve: \_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored By: Commissioner Joyce Crosswhite**  
**Co-Sponsor(s): Commissioner Sam Jones**



2024-09-04 ACTIONS: Draft reviewed at Work Session on September 12 as submitted by Sullivan County Department of Education with no sponsor/cosponsor. Commissioner Joyce Crosswhite said she would sponsor and submit for addition to agenda for Monthly Meeting on September 19. Commissioner Sam Jones said he would cosponsor.



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 7  
Resolution No. 2024-09-05

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO RECOGNIZE THE FY 2025 PUBLIC SCHOOL SECURITY GRANT FUNDS IN THE 2024-25 BUDGET.**

**WHEREAS**, the Sullivan County Department of Education has received funding through the state of Tennessee to support school security; and

**WHEREAS**, the funds granted to Sullivan County Department of Education for the 2024-25 year are \$10,935.62;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds; not to exceed the above amount (\$10,935.62). The revenue and expenditure account codes for the grant are as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
46980-719	Other State Grants	10,935.62
72620-790-719	Other Equipment	10,935.62

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 19th day of September 2024.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve: \_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored By: Commissioner Zane Vanover**  
**Co-Sponsor: Commissioner John Gardner**

2024-09-05 ACTIONS: Draft reviewed at Work Session on September 12 as submitted by Sullivan County Department of Education with no sponsor/cosponsor. Commissioner Zane Vanover said he would sponsor and submit for addition to agenda for Monthly Meeting on September 19. Commissioner John Gardner said he would cosponsor.





*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 8  
Resolution No. 2024-09-06

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19<sup>th</sup> day of September 2024.

**RESOLUTION TO AUTHORIZE PERSONAL PROPERTY DELINQUENT TAX RECOVERY PROGRAM.**

WHEREAS on April 1 of each year real property taxes having a delinquency period of over two years (i.e. 2022 taxes were transferred April 1, 2024) are transferred to the Clerk & Master per state statute; in addition, Sullivan County has traditionally transferred delinquent personal property taxes as of the same period of delinquency to the Clerk & Master although not required by state statute; and

WHEREAS T.C.A. § 67-5-2004 authorizes the County trustee to retain an agent to collect delinquent tangible personal property taxes; and

WHEREAS American Financial Credit Services provides recovery and resolution services for a variety of government debt, specializing in delinquent personal property tax and currently services 200 counties across eight states; and

WHEREAS Sumner County has issued a Request for Proposal and entered into a Vendor Service Agreement with American Financial Credit Services (AFCS) as of August 19, 2024; and

WHEREAS T.C.A. § 12-3-1203 allows other counties seeking the same service to “piggyback” off Sumner County’s contract; and

WHEREAS the Request for Proposal and Vendor Service Agreement has been reviewed by the Sullivan County Purchasing and approved for use; and

WHEREAS the Sullivan County Trustee wishes to enter a contract with American Financial Credit Services at no cost to the County to collect delinquent personal property taxes and increase revenue for the County.

**NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the Sullivan County Trustee, Angela Taylor, to enter a contract a Vendor Service Agreement with American Financial Credit Services for the collection of delinquent personal property taxes at no cost to Sullivan County.**

**CONTINUED**





**BE IT FURTHER RESOLVED that 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 \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_ Approve: \_\_\_\_\_

Teresa Jacobs, County Clerk

Richard S. Venable, County Mayor

**Sponsor: Commissioner Zane Vanover**

**Cosponsors: Commissioners Hershel Glover, Larry Crawford, Joyce Crosswhite, Hunter Locke, Mark Ireson, Cheryl Harvey**

2024-09-06 ACTIONS: Draft reviewed at Work Session on September 12. Commissioner Zane Vanover noted Trustee Angela Taylor attended a meeting that morning of the Sullivan County Financial Management Committee, which voted to recommend the proposal. Commissioner Sam Jones requested Trustee Angela Taylor be available to answer questions if resolution is introduced at Monthly Meeting on September 19.



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 9  
Resolution No. 2024-09-07

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO RECOGNIZE THE FY 2025 INNOVATIVE SCHOOL MODELS (ISM) GRANT FUNDS IN THE GENERAL PURPOSE SCHOOL FUND.**

**WHEREAS**, the Sullivan County Department of Education has received funding through the state of Tennessee to support the Innovative School Models; and

**WHEREAS**, the funds granted to Sullivan County Department of Education for the 2024-25 year are \$1,599,998.84.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to recognize said grant funds in the General Purpose School Fund; not to exceed the above amount (\$1,599,998.84). The revenue and expenditure account codes for the grant are as follows:

Account Number	Account Description	Amount
46790-717	Other State Grants	1,599,998.84
71100-700-717	Capital Outlay	143,000.00
71300-100-717	Personnel	90,811.00
71300-200-717	Employee Benefits	26,000.00
71300-400-717	Supplies & Materials	137,000.00
71300-700-717	Capital Outlay	89,180.84
72230-300-717	Contracted Services	20,000.00
72230-500-717	Other Charges	5,800.00
72710-300-717	Contracted Services	13,690.00
76100-300-717	Contracted Services	33,068.00
76100-700-717	Capital Outlay	1,041,449.00

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

Approved this 19th day of September 2024.

Attest: \_\_\_\_\_  
Teresa Jacobs, County Clerk

Approve: \_\_\_\_\_  
Richard S. Venable, County Mayor

**Sponsored By: Commission John Gardner**  
**Co-Sponsor: Commissioner Zane Vanover**



2024-09-07 ACTIONS: Draft reviewed at Work Session on September 12 as submitted by Sullivan County Department of Education with no sponsor/cosponsor. Commissioner Zane Vanover said he would sponsor and submit for addition to agenda for Monthly Meeting on September 19. Commissioner John Gardner said he would cosponsor.

ACTIONS: ACTIONS: Draft reviewed at Work Session on September 12 as submitted by Sullivan County Department of Education with no sponsor/cosponsor. Commissioner Zane Vanover said he would sponsor and submit for addition to agenda for Monthly Meeting on September 19. Commissioner John Gardner said he would cosponsor.



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 10  
Resolution No. 2024-09-08

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19<sup>th</sup> day of September 2024.

**A RESOLUTION TO RECORD THE SULLIVAN COUNTY COMMISSION’S SUPPORT OF COUNTY DEPARTMENT HEADS AND ELECTED OFFICIALS TO CONSIDER FOUR-DAY WORK WEEK OR OTHER OPTIONS TO ALLOW FLEXIBLE WORK SCHEDULES, AT THEIR DISCRETION, UNDER SUCH CIRCUMSTANCES TO ENHANCE PUBLIC SERVICES AND/OR RECRUIT/RETAIN EMPLOYEES, WITHOUT ANY REDUCTION IN DAYS/HOURS OF ACCESS TO SERVICES PROVIDED TO THE PUBLIC.**

WHEREAS, the Sullivan County Commission is proud of its departments and offices and the appointed or elected officials who run them, and especially appreciative of the dedicated employees who are the backbone of the public services provided by the county; and

WHEREAS, some studies have shown that a four-day work week may be beneficial to both employers and employees; and

WHEREAS, the Sullivan County Commission supports efforts to maximize opportunities for the best public service possible, while balancing that with opportunities to enhance the workplace environment of the county’s employees.

NOW, THEREFORE, BE IT RESOLVED the Sullivan County Commission is on record as supporting consideration of benefits, if any, to a four-day work week by any department head or elected official who wishes to consider options which would not eliminate public services being available Mondays through Fridays and at not additional cost to the county.

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

Duly passed and approved this 19<sup>th</sup> day of September 2024.

Attest: \_\_\_\_\_ Approve: \_\_\_\_\_  
Teresa Jacobs, County Clerk                      Richard S. Venable, County Mayor

SPONSOR: Commissioner Zane Vanover  
COSPONSOR: Commissioner David Hayes

2024-09-08 ACTION: Introduced at Monthly Meeting on September 19, 2024 on First Reading.



*Sullivan County*  
*Board of County Commissioners*  
**244<sup>th</sup> Annual Session**

Item 11  
Resolution No. 2024-09-09

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 19th day of September 2024.

**RESOLUTION TO APPROVE THE CHANGE FOR SULLIVAN COUNTY EMPLOYEE'S SHARE OF PREMIUM PARTICIPATION IN THE STATE INSURANCE PLAN FOR THE 2025 CALENDAR YEAR.**

**WHEREAS Sullivan County has participated in the State of Tennessee local government insurance pool for approximately 9 years and each year the State updates the cost for local government to participate in the plan; and,**

***WHEREAS* Sullivan County participation in the Local Government Employee Insurance pool enrollment period starts **October 1 through October 31, 2024; and,****

**WHEREAS State of Tennessee has designated a 1.6 percentage increase based upon the participating employee's coverage level; and,**

**WHEREAS the employer's share (Sullivan County) has been funded in the 2025 FY's approved budget for each department.**

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular Session, hereby approves the 1.6% increase in the employee monthly share of cost based upon the employee's level of participation as follows:**

**Employees only coverage by \$1.29**  
**Employee Plus Children \$2.34**  
**Employee plus Spouse \$2.61**  
**Employee plus family \$3.57**

See attached schedule for more details.

**(Waiver of the Rules requested)**

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

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attested: \_\_\_\_\_  
Teresa Jacobs, County Clerk

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

**Sponsor: Commissioner John Garder**

**Co-Sponsors: Commissioner Darlene Calton, Commissioner Sam Jones**



2024-09-09 ACTION: Introduced at Monthly Meeting on September 19, 2024, waiver of rules requested for immediate vote.

<b>STATE HEALTH INSURANCE LIMITED PLAN</b>			
<b>Monthly Rates for Employees</b>			
	<b>2025</b>	<b>2024</b>	<b>Difference</b>
<b>Employee Only</b>	<b>\$81.75</b>	<b>\$80.46</b>	<b>\$1.29</b>
<b>Employee Plus Child</b>	<b>\$148.71</b>	<b>\$146.37</b>	<b>\$2.34</b>
<b>Employee Plus Spouse</b>	<b>\$165.91</b>	<b>\$163.30</b>	<b>\$2.61</b>
<b>Employee Plus Family</b>	<b>\$226.83</b>	<b>\$223.26</b>	<b>\$3.57</b>

