

SULLIVAN COUNTY  
Board of County Commissioners  
October 17, 2024  
6:00 p.m.

**COUNTY COMMISSION MONTHLY MEETING**

- (a) Call to Order by Sheriff Jeff Cassidy
  - (b) Chairman John T. Gardner presiding.
  - (c) Invocation
  - (d) Pledge to the American Flag
  - (e) Roll Call by Teresa Jacobs, Sullivan County Clerk
  - (f) Proclamations, Presentations, Appointment Sullivan County Day
- 1) Proclamation of October as Archives Month
  - 2) Presentation: Health Extension for Diabetes (UT Ag Extension)
  - 3) Appointment: Sam Jones to Sullivan County Library Board of Directors
- (g) 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))
  - (h) Approval of Notaries Public
  - (i) Public Comment On Items on This Agenda (*Any person wishing to provide public comment at the meeting shall sign up on the provided signup sheet prior to the start of the meeting.\**)
  - (j) Resolutions
  - (k) Public Comment On Non-Agenda-Related Items (*Any person wishing to provide public comment at the meeting shall sign up on the provided signup sheet prior to the start of the meeting.\**)
  - (l) Announcements
  - (m) Adjournment

\*Any person wishing to provide public comment in writing may do so by email submission to [john.osborne@sullivancountyttn.gov](mailto:john.osborne@sullivancountyttn.gov) and such submission will be compiled for review by Commission members.

**PACKET PREPARED BY**  
**John H. Osborne III**  
**Executive Assistant**  
**(All "Actions" note listed on resolutions were written by Osborne)**



**PROCLAMATION**  
**OF**  
**ARCHIVES MONTH**

Whereas, the purpose of The Sullivan County Archives is to preserve the documents and records of Tennessee history and make them available for public inspection; Public Records Statute Tennessee Code Annotated Title 10, Chapter 7, Part 5 and TCA 10-7-401 establishing County Public Record Commission; and

WHEREAS, on October 25, 1779, the act to form the county of Sullivan was introduced to the North Carolina Senate; and on October 30, 1779, at the third reading of this act Sullivan County was thereby formed; and

WHEREAS, Tennessee became the 16th state on June 1, 1796, the County Archives are a critical piece of continuity and public service; providing service to internal and external stakeholders and,

WHEREAS, federal, state, and local governments, religious and medical institutions, colleges and universities, libraries, historical societies, museums, businesses, and families throughout the State of Tennessee have established archives to preserve our written history; and

WHEREAS, county archivists are dedicated to preserving our documentary heritage created in diverse and unique formats, advancing innovative technologies, increasing public awareness of the civic value of b archives, maintaining records in the public trust, and improving citizen knowledge of community, history; and

WHEREAS, through these archives, future generations of Sullivan Countians, and Tennesseans alike can more accurately study the past, learn from the accomplishments of their predecessors, trace their ancestors, understand their community's pride of place, confirm property rights, and maintain laws, while celebrating the history of our State; and

WHEREAS, we recognize the efforts of the Society of Tennessee Archivists, founded in 1977 and created to encourage and enhance the educational development and professional standing of those who work or have an interest in Archives, Special Collections, Records Management, and Allied Disciplines; and

WHEREAS, Matthew J. Johnson serves the public as Sullivan County's Archivist, and earned his Archivist Certificate in the Spring of 2024, after three years of Training at the Tennessee Archives Institute, through the Secretary of State Tre Hargett's Office; and

WHEREAS, the theme of this year's Tennessee Archives Month is inspired by the state of Tennessee's three Grand Divisions, West, Middle and East, for the 2024 annual meeting is "Working Across Divisions: Dismantling Barriers and Sustaining Partnerships;"

NOW, THEREFORE, I, Richard S. Venable, Mayor, proclaim October as Archives Month on behalf of the Sullivan County Commission.



Sullivan County  
Board of County Commissioners  
244th Annual Session

IN RE: Sullivan County Library Board

Blountville, Tennessee

***Order Appointing Library Board Member***

WHEREAS, the Sullivan County Mayor has authority to appoint members to the Sullivan County Library Board of Directors; and

WHEREAS, the Sullivan County Library Board of Directors has submitted recommendations for a member of the board; and

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, in his capacity to appoint members to the Sullivan Library Board that Sam Jones be appointed to serve on the Sullivan County Library Board of Directors. Terms end September 2027.

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Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 17th day of October 2024.

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Teresa Jacobs, Sullivan County Clerk



**Resolutions**  
**October 17, 2024**

**OLD BUSINESS**

Item 1            Resolution No. 2024-09-08

Sponsors: Vanover/Hayes **(SPONSOR INDICATED WILL BE WITHDRAWN)**

**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.**

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Item 2            Resolution No. 2024-09-12

Sponsors: Stidham/Crosswhite

**A RESOLUTION TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT TO RETAIN AN ORGANIZATION TO PROVIDE A DAILY PRESENCE ON NASHVILLE TO REPRESENT THE BEST INTERESTS OF SULLIVAN COUNTY AND ITS TAXPAYERS BY MONITORING DAY-TO-DAY PROGRESS OF POTENTIAL STATE LAWS AND PROVIDE PERIODIC REPORTS TO THE SULLIVAN COUNTY COMMISSION.**

Item 3            Resolution No. 2024-10-06

Sponsors: King/Vanover

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE.**

Item 4            Resolution No. 2024-10-07

Sponsors: King/Vanover

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.**



**New Business**

Item 5 Resolution No. 2024-10-02

Sponsors: Cross/Crosswhite

**RESOLUTION TO APPROVE VACATING AND QUITCLAIMING EXCESS RIGHT-OF-WAY TO TIM AND BRENTA BARB, MICHAEL ROBINETTE, DONNA BENNETT, AND REESE DONALD, HOMEOWNERS ADJACENT TO THE UNIMPROVED, UNOPENED PORTION OF ALHAMBRA DRIVE, BRISTOL.**

Item 6 Resolution No. 2024-10-03

Sponsors: Cole/Cross

**RESOLUTION TO SUBMIT THE 2024-2025 TENNESSEE HIGHWAY SAFETY OFFICE APPLICATION FOR IMPAIRED DRIVING ENFORCEMENT, ACCEPT FUNDS AND APPROPRIATE FUNDS.**

Item 7 Resolution No. 2024-10-04

Sponsors: Gardner/Cole

**RESOLUTION FOR THE SULLIVAN COUNTY SHERIFF'S OFFICE TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDS FROM THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), LOCAL SOLICITATION.**

Item 8 Resolution No. 2024-10-05

Sponsors: Cole/Gardner

**RESOLUTION TO APPROVE TRANSFER OF FUNDS WITHIN THE CIRCUIT COURT CLERK'S BUDGET TO COVER INCREASED COSTS FOR CONTRACTED SERVICES.**

Item 9 Resolution No. 2024-10-08

Sponsors: Ireson/Calton

**RESOLUTION to amend the Sullivan County General Fund budget for the 2024-5 fiscal year to fund the purchase of shelving for the County Attorney's Office not to exceed \$12,000.**



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

Item 1  
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 17<sup>th</sup> day of October 2024.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.



\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the  
following \_\_\_\_\_ method:  
\_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

SPONSOR: Commissioner Zane Vanover  
COSPONSOR: Commissioner David Hayes

2024-09-08 ACTION: Introduced at Monthly Meeting on September 19, 2024, on First Reading. Signature lines updated prior to Oct. 10 Work Session per County Attorney Street following election of chairman other than mayor. Sponsor said at Work Session on Oct. 10 that he intends to withdraw resolution at the Monthly Meeting on Oct. 17. – JHO III



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

Item 2  
No. 2024-09-12

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 AUTHORIZE THE COUNTY MAYOR TO ENTER INTO A ONE-YEAR AGREEMENT TO RETAIN AN ORGANIZATION TO PROVIDE A DAILY PRESENCE ON NASHVILLE TO REPRESENT THE BEST INTERESTS OF SULLIVAN COUNTY AND ITS TAXPAYERS BY MONITORING DAY-TO-DAY PROGRESS OF POTENTIAL STATE LAWS AND PROVIDE PERIODIC REPORTS TO THE SULLIVAN COUNTY COMMISSION.**

Whereas, the Sullivan County Commission and County Constitutional Officeholders commend our Legislative delegation on their outstanding representation of their Sullivan County constituents and Sullivan County governments; and

Whereas, the Tennessee General Assembly will, during the upcoming session, file nearly 2000 pieces of legislation; and

Whereas, during the Legislative session many of these bills are acted on daily and many of these bills will affect our County government and our taxpayers, with many of these bills having potential to pit urban vs. rural interests; and

Whereas, our outstanding delegation of state legislators are required to vote on these bills; and

Whereas, our elected State Representatives and State Senators serve both urban and rural constituencies; and

Whereas, Sullivan County is represented in Nashville by many outstanding organizations such as TSEA, ACM, TCCA and others, and these organizations do an excellent job for all 95 counties in Tennessee; and

Whereas, many counties across the state have different interests than Sullivan County, and the Sullivan County Commission needs real time reporting of legislation progress on items pertaining to Sullivan County's particular interests to best meet the needs of county residents and taxpayers; and

Whereas it is not reasonable to request that our legislators lobby against the interest of any of their constituents or governments; and

Whereas, the Sullivan County Commission needs a Legislative Session review at the end of session.

NOW, THEREFORE BE IT RESOLVED the Sullivan County Commission authorizes the County Mayor to enter into a one-year agreement to retain an organization to provide a daily presence on Nashville to assist our legislators when requested, to present Sullivan County positions on pending legislation to other 128 legislators and to provide periodic legislative reports to the Commission.





BE IT FURTHER RESOLVED the Mayor is authorized to commit up to \$45,000 for this contracted service and funds are to be provided from the current County Commission account.

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.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

**Sponsor: Commissioner Gary Stidham**  
**Cosponsor: Commissioner Joyce Crosswhite**

2024-09-12 ACTIONS: Introduced on First Reding at Monthly Meeting, September 19, 2024. Signature lines updated prior to Oct. 10 Work Session per County Attorney Street following election of chairman other than mayor. – JHO III



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

Item 3  
Resolution No. 2024-10-06

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in this 17<sup>th</sup> day of October 2024.

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE**

**BE IT RESOLVED** by the Board of County Commissioners of Sullivan County, Tennessee (the "County") that for the purpose of providing funds for the (i) construction, repair, renovation, improvement and equipping of the County jail, detention and related facilities; (ii) acquisition of all related real and personal property; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for funds previously expended for any of the foregoing; and (v) payment of the costs related to the issuance and sale of the bonds authorized herein, there shall be issued bonds of the County in the aggregate principal amount of not to exceed \$30,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of the County that the County Clerk is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the County, together with the following statutory notice:

**NOTICE**

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds may be issued as proposed.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of the County that this initial resolution shall take effect from and after its adoption, the welfare of the County requiring it.

ADOPTED AND APPROVED this 17<sup>th</sup> day of October 2024.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

ATTEST: \_\_\_\_\_  
Teresa Jacobs, County Clerk, Sullivan County

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_



County Clerk, Sullivan County

ACTION BY MAYOR

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the  
following \_\_\_\_\_ method:  
\_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

**Sponsor: Commissioner Dwight King**  
**Cosponsors: Commissioner Zane Vanover; Commissioner Travis Ward; Commissioner Hunter Locke; Commissioner Mark Ireson, Commissioner Gary Stidham, Commissioner Sam Jones; Commissioner Joyce Crosswhite; Commissioner Daniel Horne, Commissioner John Gardner; Commissioner Darlene Calton**

2024-10-06 ACTIONS: Distributed to all members by emailed agenda from JHO III prior to work session with King as sponsor and Vanover as cosponsor. Several commissioners subsequently asked to be listed as cosponsor on printed agenda distributed and heard on First Reading.at Called Meeting on October 10, 2024. Additional members added as cosponsors at their request in subsequent days leading up to Monthly Meeting on October 17. – JHO III



STATE OF TENNESSEE )

COUNTY OF SULLIVAN )

I, Teresa Jacobs, hereby certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee (the "County") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the Board of County Commissioners of the County at its \_\_\_\_\_, 2024 meeting; and (2) that a quorum of the members of the Board of County Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of the County, this \_\_\_\_ day of \_\_\_\_\_, 2024.

County Clerk

(SEAL)



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

Item 4  
Resolution No. 2024-10-07

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in this 17th day of October 2024.

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SULLIVAN COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

**WHEREAS**, 9-21-101, *et seq.*, inclusive, Tennessee Code Annotated, as amended, authorizes Sullivan County, Tennessee (the “County”), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects; and

**WHEREAS**, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) construction, repair, renovation, improvement and equipping of the County jail, detention and related facilities; (ii) acquisition of all related real and personal property; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for funds previously expended for any of the foregoing; and (v) payment of the costs related to the issuance and sale of the bonds authorized herein authorized; and

**WHEREAS**, the Board of County Commissioners of the County did adopt on the date hereof an initial resolution (the “Initial Resolution”) authorizing the issuance of not to exceed \$30,000,000 for the purposes described above; and

**WHEREAS**, the Initial Resolution, together with the notice required by Section 921206, Tennessee Code Annotated, as amended, will be published as required by law; and

**WHEREAS**, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$30,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.



**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Sullivan County, Tennessee, as follows:

**Authority.** The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

**Definitions.** In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

**“Bonds”** means the not to exceed \$30,000,000 General Obligation Public Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

**“Book-Entry Form”** or **“Book-Entry System”** means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

**“Code”** means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

**“County Mayor”** shall mean the County Mayor of the County.

**“Depository”** means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

**“DTC”** means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

**“DTC Participant(s)”** means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

**“Governing Body”** means the Board of County Commissioners of the County.



**“Municipal Advisor” for the Bonds authorized herein means Stephens Inc., Nashville, Tennessee.**

**“Projects” means the (i) construction, repair, renovation, improvement and equipping of the County jail, detention and related facilities; (ii) acquisition of all related real and personal property; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.**

**“Registration Agent” means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.**

**Findings of the Governing Body; Compliance with Debt Management Policy.**

**In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy.**

**The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body by the Municipal Advisor and are attached hereto as Exhibit A.**

**Attached hereto as Exhibit B is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the County Mayor to execute the Engagement Letter.**



### Authorization and Terms of the Bonds.

For the purpose of providing funds to (i) finance, in whole or in part, the cost of the Projects and costs incident thereto, (ii) reimburse the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable, and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$30,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Public Improvement Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on February 1 and August 1 in each year, commencing August 1, 2025. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on February 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2026 through 2045, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on February 1, 2033 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.





**Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as in the manner described in subsection (b) above.**

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall



give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

**The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.**

**The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.**



**Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.**



**The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.**

**The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.**

**Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.**

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT



OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

**The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.**



The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

**Source of Payment.** The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

**Form of Bonds.** The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number

REGISTERED

\$ \_\_\_\_\_

\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SULLIVAN  
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2024

Interest Rate:  
No.:

Maturity Date:

Date of Bond:

CUSIP

Registered Owner:



Principal Amount:

FOR VALUE RECEIVED, Sullivan County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360day year of twelve 30day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on August 1, 2025, and semi-annually thereafter on the first day of February and August in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the



Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on \_\_\_\_\_ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

At its option, to be exercised on or before the fortyfifth (45<sup>th</sup>) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the fortyfifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue.



Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County to finance the cost of the (i) construction, repair, renovation, improvement and equipping of the County jail, detention and related facilities; (ii) acquisition of all related real and personal property; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the County for funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of the Bonds, pursuant to 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on \_\_\_\_\_, 2024 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

SULLIVAN COUNTY, TENNESSEE

By:

County Mayor

(SEAL)

ATTESTED:



County Clerk

Transferable and payable at the  
designated corporate trust office of:

,

Date of Registration:

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By:  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_, whose address is \_\_\_\_\_ (Please  
insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within  
Bond of Sullivan County, Tennessee, and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration  
thereof with full power of substitution in the premises.

Dated:

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

**Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest**



coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

**Sale of Bonds.**

The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

The County Mayor is further authorized with respect to each series of Bonds to:

change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

change the designation of the Bonds, or any series thereof, to a designation other than “General Obligation Public Improvement Bonds” and to specify the series designation of the Bonds, or any series thereof;

change the first interest payment date on the Bonds, or any series thereof, to a date other than August 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;



adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be after the end of calendar year 2045; and (C) that the Bonds are not “balloon debt” as defined by Section 9-21-133, Tenn. Code Ann.

adjust or remove the County’s optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

**The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than “General Obligation Public Improvement Bonds”; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.**

**The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.**



The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract or a supplement to a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 921207, Tennessee Code Annotated, is filed within such twenty-day period.

**Disposition of Bond Proceeds.** The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Sullivan County 2024 Construction Fund (the “Construction Fund”), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and as directed by the County’s Director of Accounts and Budgets, (i) retained in the



**Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) retained in the Construction Fund to the extent needed for the Projects, and/or (iii) transferred to the County's debt service fund to pay debt service on the Bonds. Any funds remaining in the Construction Fund after completion of the Project shall be used to pay interest on the Bonds.**

**Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c212(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.**

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c212(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c212(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

**Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:**



**By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;**

**By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);**

**By delivering such Bonds to the Registration Agent for cancellation by it;**

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.





### **Federal Tax Matters Related to the Bonds.**

The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.1502.

The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

**Continuing Disclosure.** The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c212 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

**Reasonably Expected Economic Life.** The “reasonably expected economic life” of the Projects within the meaning of Sections 921101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.



**Resolution a Contract.** The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

**Separability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Repeal of Conflicting Resolutions and Effective Date.** All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

*[signature page follows]*



Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

ATTEST: \_\_\_\_\_  
Teresa Jacobs, County Clerk, Sullivan County

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
County Clerk, Sullivan County

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following \_\_\_\_\_ method: \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

**Sponsor: Commissioner Dwight King**  
**Cosponsors: Commissioner Zane Vanover; Commissioner Travis Ward; Commissioner Hunter Locke; Commissioner Mark Ireson; Commissioner Gary Stidham; Commissioner Sam Jones; Commissioner Joyce Crosswhite; Commissioner Daniel Horne; Commissioner John Gardner; Commissioner Darlene Calton.**

2024-10-06 ACTIONS: 2024-10-06 ACTIONS: Distributed to all members by emailed agenda from JHO III prior to work session with King as sponsor and Vanover as cosponsor. Several commissioners subsequently asked to be listed as cosponsor on printed agenda distributed and heard on First Reading.at Called Meeting on October 10, 2024. Additional members added as cosponsors at their request in subsequent days leading up to Monthly Meeting on October 17. – JHO III



STATE OF TENNESSEE        )

COUNTY OF SULLIVAN        )

I, Teresa Jacobs, certify that I am the duly qualified and acting County Clerk of Sullivan County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on \_\_\_\_\_, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said County on \_\_\_\_\_, 2024.

County Clerk

(SEAL)





EXHIBIT A

Estimated Debt Service and Issuance Costs

Date	Principal	Coupon	Interest	Total P+I
06/30/20				
25	-	-	-	-
06/30/20		2.850	1,062,392.5	2,112,392.5
26	1,050,000.00	%	0	0
06/30/20	1,160,000.00	2.750		2,115,800.0
27	0.00	%	955,800.00	0
06/30/20		2.750		2,113,900.0
28	1,190,000.00	%	923,900.00	0
06/30/20		2.750		2,111,175.0
29	1,220,000.00	%	891,175.00	0
06/30/20		2.750		2,112,625.0
30	1,255,000.00	%	857,625.00	0
06/30/20		2.750		2,113,112.5
31	1,290,000.00	%	823,112.50	0
06/30/20		2.800		2,112,637.5
32	1,325,000.00	%	787,637.50	0
06/30/20		2.900		2,115,537.5
33	1,365,000.00	%	750,537.50	0
06/30/20		2.900		2,115,952.5
34	1,405,000.00	%	710,952.50	0
06/30/20		2.950		2,115,207.5
35	1,445,000.00	%	670,207.50	0
06/30/20		3.000		2,112,580.0
36	1,485,000.00	%	627,580.00	0
06/30/20		3.100		2,113,030.0
37	1,530,000.00	%	583,030.00	0
06/30/20		3.200		2,115,600.0
38	1,580,000.00	%	535,600.00	0
06/30/20		3.250		2,115,040.0
39	1,630,000.00	%	485,040.00	0
06/30/20		3.350		2,112,065.0
40	1,680,000.00	%	432,065.00	0
06/30/20		3.450		2,115,785.0
41	1,740,000.00	%	375,785.00	0
06/30/20		4.050		2,115,755.0
42	1,800,000.00	%	315,755.00	0
06/30/20		4.100		2,112,855.0
43	1,870,000.00	%	242,855.00	0
06/30/20		4.150		2,116,185.0
44	1,950,000.00	%	166,185.00	0
06/30/20		4.200		2,115,260.0
45	2,030,000.00	%	85,260.00	0
<b>Total</b>	<b>\$30,000,000.00</b>	<b>-</b>	<b>\$12,282,495.00</b>	<b>\$42,282,495.00</b>



**COSTS OF ISSUANCE DETAIL**

Financial	
Advisor.....	\$77,500
.....	.00
Bond	
Counsel.....	\$40,000
.....	.00
Rating Agency	
Fee.....	\$35,000
.....	.00
Registration/Paying	
Agent.....	\$1,000.
.....	00
I-Preo Electronic Bidding	
Fee.....	\$1,638.
.....	75
<b>TOTAL.....</b>	<b>\$155,13</b>
.....	<b>8.75</b>

\*The underwriting expense will be determined by competitive bid. The maximum discount allowed in the Resolution is 1.0%; however, the estimated amount that is expected to be bid is 0.5%. The actual underwriting expense is expected to be less than the maximum allowed.

EXHIBIT B

Engagement Letter

October 1, 2024

Sullivan County, Tennessee  
Blountville, Tennessee  
Attention: Richard Venable, County Mayor

**Re: Issuance of Not to Exceed \$30,000,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2024.**

Dear County Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Sullivan County, Tennessee (the "Issuer"), in connection with the



issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain capital improvements within the Issuer and pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at competitive sale.

### **SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.





Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - i) Do not contain any untrue statement of a material fact or
    - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.



- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other outstanding obligations of the County or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES**



Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$40,000. The fee quoted above will include all out-of-pocket expenses advanced for your benefit. It is our understanding that the Bonds may be issued together with the remaining authorization of previously authorized bonds for the Project and, if so, this fee may be adjusted to reflect the issuance of a single series of bonds.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amount set forth above.

### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

### **CONCLUSION**

If the foregoing terms are not acceptable to you, please so indicate in writing by an authorized officer of the Issuer. Otherwise, we look forward to working with you.





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

Item 5  
Resolution No. 2024-10-02

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of October 2024.

RESOLUTION TO APPROVE VACATING AND QUITCLAIMING EXCESS RIGHT-OF-WAY TO TIM AND BRENTA BARB, MICHAEL ROBINETTE, DONNA BENNETT, AND REESE DONALD, HOMEOWNERS ADJACENT TO THE UNIMPROVED, UNOPENED PORTION OF ALHAMBRA DRIVE, BRISTOL:

WHEREAS, the Bristol Regional Planning Commission reviewed and recommended for the request to close this particular portion of excess right-of-way of the unopened and unimproved portion of Alhambra Drive, during their regular meeting held on August 19, 2024, and

WHEREAS the original subdivision plat, found in Plat Book 8, Page 25, dedicated the right-of-way as being part of the original Rock Hill Park Subdivision, however the original developer did not construct the road; and

WHEREAS, this portion of the platted right-of-way is not part of the adopted County Road Atlas nor maintained by the County Highway Department; and

WHEREAS, the proposed right-of-way closure of being only 0.234 of an acre in area, is illustrated on the most recent survey dated June 12, 2024, as prepared by Dan Mort, a registered land surveyor; and

WHEREAS this property is located within the 5th Civil District and the 3rd Commission District; and

WHEREAS this request has been reviewed by the Sullivan County Highway Commissioner's office, Planning Director, 911-Addressing Department, the Blountville Utility District, Bristol Planning & Development Services, Bristol Regional Planning Commission, Bristol Water & Sewer Department, and BTES engineering. BTES reserves their utility easement; however, there are no utility poles or existing utilities within this unimproved r-o-w.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby abandons 0.234 of an acre of Excess Right-of-Way of the unopened portion of Alhambra Drive located between Old Stage Drive and the Alhambra Drive, and authorizes the County Attorney to draft the appropriate quitclaim deed to the applicants, Tim & Brenta Barb, Michael Robinette, Reese Donald and Donna Bennett.

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 Rules Requested**

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



Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

Sponsor: Commissioner Andrew Cross  
Cosponsors: Commissioner Joyce Crosswhite; Commissioner Michael Cole

ACTIONS: Potential resolution distributed at Work Session on Oct. 10, 2024. Signature lines updated per County Attorney Street following election of chairman other than mayor.-- JHO III



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

Item 6  
Resolution No. 2024-10-03

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of October 2024.

RESOLUTION to Submit the 2024-2025 Tennessee Highway Safety Office Application for Impaired Driving Enforcement, Accept Funds and Appropriate Funds.

WHEREAS, the Sullivan County Sheriff's Office has administered the Tennessee Highway Safety Office grant for a number of years specifically to pay overtime for impaired driving detection and to purchase traffic safety equipment; and

WHEREAS, the 2024-2025 Community Based Traffic Safety Enforcement and Education grant application amount is \$30,000.00 with no matching funds required.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Sheriff's Office to execute and submit the 2024-2025 Tennessee Highway Safety Office grant application in the amount of \$30,000.00 and approve the funds to be used as required for law enforcement purposes by the Sullivan County Sheriff's Office.

BE IT FURTHER RESOLVED that upon approval of said grant application, Sullivan County is hereby authorized to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$30,000.00), as required by the grant contract. The revenue account code for the grant is 47990-914 and the expenditure account codes for the grant are 54110.100.914 (\$30,000.00) respectively.

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 17<sup>th</sup> day of October 2024.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**



Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the  
following \_\_\_\_\_ method:  
\_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

Sponsor: Commissioner Michael Cole  
Cosponsor: Commissioner Andrew Cross

ACTIONS: Draft resolution presented at Work Session on Oct. 10, 2024. Signature lines updated  
per County Attorney Street following election of chairman other than mayor. -- JHO III





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

Item 7  
Resolution No. 2024-10-04

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 17<sup>th</sup> day of October, 2024.

**RESOLUTION FOR THE SULLIVAN COUNTY SHERIFF’S OFFICE TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDS FROM THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), LOCAL SOLICITATION.**

WHEREAS, the Sullivan County Sheriff’s Office has administered the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) for a number of years specifically to purchase equipment and supplies for law enforcement purposes; and

WHEREAS, the 2024 grant amount is \$18,798.00 with no matching funds required.

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorize the Sullivan County Mayor to execute and submit the 2024 Department of Justice Assistance Grant application in the amount of \$18,798.00 and approve the funds to be used as required for law enforcement purposes by the Sullivan County Sheriff’s Office.**

**BE IT FURTHER RESOLVED that upon approval of said grant application, Sullivan County is hereby authorized to receive, appropriate, and expend said grant funds; not to exceed the above amount (\$18,798.00), as required by the grant contract. The revenue and expenditure account codes for the grant are 47990-913 and 54110.400.913, respectively.**

*WAIVER OF RULES REQUESTED*

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



Approved this 17<sup>th</sup> day of October 2024.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following \_\_\_\_\_ method:  
\_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

Sponsor: Commissioner John Gardner  
Cosponsor: Commissioner Michael Cole

ACTIONS: Draft resolution presented at Work Session on Oct. 10, 2024. Signature lines updated per County Attorney Street following election of chairman other than mayor. -- JHO III





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

*Added to agenda on the floor,*  
*Work Session, Oct. 10, 2024*

Item 8  
Resolution No. 2024-10-05

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 APPROVE TRANSFER OF FUNDS WITHIN THE CIRCUIT COURT CLERK'S BUDGET TO COVER INCREASE IN COSTS FOR CONTRACTED SERVICES.**

**WHEREAS**, the Circuit Court Clerk Data Processing Reserve has approximately \$49,700.00 balance; and,

**WHEREAS**, it would be advantageous to the Court System to be able to use these funds to cover the cost of a new network server to replace the current server; the initial cost will be \$23,938 with a recurring yearly cost of \$7,200.00 and,

**WHEREAS**, it would be advantageous to the Court System to be able to use these funds to cover the costs of a web site to better serve the public; with an initial cost of \$9887.00 with a recurring yearly cost of \$1,212.00.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby approves transferring funds in an amount of \$42,237.00:

From: Account 53120-300 Circuit Court Clerk Contracted Services

To: Account 53120-300-PGM 186 - \$18,299  
Account 53120-700-PGM 186 - \$23,938

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 RULES REQUESTED**

Approved this 17<sup>th</sup> day of October 2024.

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

ATTEST: \_\_\_\_\_  
Teresa Jacobs, County Clerk, Sullivan County



Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
County Clerk, Sullivan County

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

Sponsored By: Commissioner Michael Cole  
Prime Co-Sponsor(s): Commissioner John Gardner

ACTIONS: Introduced at Work Session on October 10, 2024.





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

Item 9  
Resolution No. 2024-10-08

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 17<sup>th</sup> day of October 2024.

**RESOLUTION to amend the Sullivan County General Fund budget for the 2024-5 fiscal year to fund the purchase of shelving for the County Attorney’s Office not to exceed \$12,000.**

**WHEREAS the Sullivan County Attorney retains and stores the many files involving litigation his offices have been involved with which exceed his office space and has been provided additional empty space adjacent to his office; and,**

**WHEREAS, the County Attorney’s Office does not have funding to furnish this space; and,**

**WHEREAS, the Purchasing Department has acquired pricing to furnish the filing space.**

**NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby amends the 2024-5 fiscal year General Fund budget in the amount of \$12,000. This amendment is to be funded from the Fund Balance account of the General Fund. (Account codes to be provided by the Finance Department).**

**(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 as far as such conflict exists.

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

Reviewed by Chairman: \_\_\_\_\_  
John T. Gardner, Chairman, Sullivan County Commission

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

Delivered to the Sullivan County Mayor or his secretary this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the following method: \_\_\_\_\_.



\_\_\_\_\_  
Teresa Jacobs, County Clerk

**ACTION BY MAYOR**

Reviewed and ACCEPTED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Reviewed and VETOED by Mayor, Sullivan County: \_\_\_\_\_  
Mayor, Sullivan County

Delivered to the Chairman of the Sullivan County Commission or his designee this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ at or about the following time \_\_\_\_\_ by the  
following \_\_\_\_\_ method:  
\_\_\_\_\_.

\_\_\_\_\_  
Mayor, Sullivan County

**Sponsor: Commissioner Mark Ireson**  
**Co-Sponsors: Commissioner Darlene Calton, Commissioner Joyce Crosswhite**

Commission Action:

