

Anderson County Charter Commission
Minutes
May 3, 2021
Room 312

BE IT REMEMBERED THAT THE ANDERSON COUNTY CHARTER COMMISSION MET IN REGULAR SESSION ON MAY 3, 2021 AT 6:00 PM, WITH THE FOLLOWING MEMBERS PRESENT: TIM ISBEL, VL STONECIPHER, STEVE MEAD, BOB SMALLRIDGE, CHUCK FRITTS, JERRY WHITE AND STEVE EMERT

ABSENT: DAVID STANLEY

Chairman Stonecipher called the meeting to order.

Commissioner Emert said the prayer.

The Pledge of Allegiance was led by Commissioner White.

Commissioner Mead made a motion to approve the April minutes. Commissioner Emert seconded the motion. Motion passed.

No citizens addressed the Commission.

The Law Director submitted Commissioner Stanley's notice of resignation to be included in the minutes.

Motion was made by Commissioner Mead to approve the contract for outside counsel as presented with modifications to remove #8 and to include a change to the payment schedule. Commissioner Fritts seconded the motion. Motion passed to forward to full commission for approval.

Concerns and Suggestions – Discussion. No Action Taken.

Old Business – None

New Business

Commissioner Mead made a motion to start the process of filling the vacancy in accordance with State law. Commissioner Smallridge seconded the motion. Motion passed.

Commissioner Emert moved to adjourn.

The next meeting will be June 7, 2021 at 6:00 pm.in room 312.



Anderson County Schools
Every Student, Every Day

Annette Prewitt <aprewitt@acs.ac>

Charter Commission Agenda May 3, 2021

2 messages


Annette Prewitt <aprewitt@acs.ac>

Wed, Apr 28, 2021 at 12:56 PM

To: Bob Smallridge <rjsmal@yahoo.com>, CC - Chuck Fritts <cf3533@msn.com>, David G Stanley <david.stanley11@yahoo.com>, Jerry White <jwhite@andersoncountytyn.gov>, Steve Emert <emert61@gmail.com>, Steve Mead <meadsteven@att.net>, Tim Isbel <isbelt@ymail.com>, V L Stonecipher <vlstonecipher@att.net>, CC - ZZ Jeff Cole <jeffcole@acs.ac>, Terry Frank <tfrank@andersoncountytyn.gov>, "CC - ZZ Jay Yeager, Law Director" <jyeager@aclawdirector.com>, Ch 95 Andy Garrett <agarrett@acs.ac>, Brian Young <it@andersoncountytyn.gov>, Tammy Catron <tcatron@andersoncountytyn.gov>

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Annette R. Prewitt
Chief Deputy to the Anderson County Commission
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129K

David Stanley MD <david.stanley11@yahoo.com>

Thu, Apr 29, 2021 at 7:08 PM

To: Bob Smallridge <rjsmal@yahoo.com>, CC - Chuck Fritts <cf3533@msn.com>, Jerry White <jwhite@andersoncountytyn.gov>, Steve Emert <emert61@gmail.com>, Steve Mead <meadsteven@att.net>, Tim Isbel <isbelt@ymail.com>, V L Stonecipher <vlstonecipher@att.net>, CC - ZZ Jeff Cole <jeffcole@acs.ac>, Terry Frank <tfrank@andersoncountytyn.gov>, "CC - ZZ Jay Yeager, Law Director" <jyeager@aclawdirector.com>, Ch 95 Andy Garrett <agarrett@acs.ac>, Brian Young <it@andersoncountytyn.gov>, Tammy Catron <tcatron@andersoncountytyn.gov>, Annette Prewitt <aprewitt@acs.ac>

Chairman Stonecipher:

This e-mail is an official notice from me to the Anderson County Charter Commission that due to a recent significant deterioration in my hearing that I am no longer able to participate in the Charter Commission and this is my notice of resignation as of today. This hearing loss is also leading to my retirement from medical practice in the near future.

I thank you all for your friendship and your public service and wish you well in completing the Charter Commission duty.

Best Regards to all

David Stanley MD

[Quoted text hidden]

900 S. Gay Street | Suite 800 |
Knoxville, TN 37902

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Knoxville, TN 37902



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JOHN OWINGS

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John has been practicing law in Knoxville and Knox County for over 30 years and has been a member of our firm since 2008. As one of our three partners, his practice concentrates on Business and Corporate Law; Employment and Labor Law; Municipal, Governmental, and Public Utilities Law; Public Finance; Mediation; and Civil Litigation, including defending individual police officers, officials, cities, and counties in civil rights actions.

For two years while in law school, John worked as an investigator for the Tennessee Human Rights Commission, investigating and analyzing complaints, making findings, and writing formal opinions for the Commission related to all forms of employment discrimination.

Between 1988-1990, John was employed as the first Pro Se Law Clerk and Staff Attorney for the United States District Court for the Eastern District of Tennessee. As the Pro Se Law Clerk and Staff Attorney, John examined all State of Tennessee and Federal prisoner petitions and complaints, includin

civil rights complaints, state habeas corpus petitions, and motions to vacate sentences; reviewed all pleadings in prisoner cases; determined the issues involved and the basis for relief from the federal court; performed substantive legal research; managed a case load of over 400 cases; and drafted appropriate dispositive and non-dispositive orders and opinions for the approval of the four federal district court judges – Judges James H. Jarvis, II, R. Leon Jordan, R. Allan Edgar and Thomas G. Hull. John also performed administrative legal duties for the Federal Court Clerk.

Between 1990 and 2006, John served as the Chief Deputy Law Director for Knox County, Tennessee. During that time, he represented, defended, advised, and served as in-house counsel for the entity of Knox County and all of its elected officials, including the Knox County Commission, County Mayor, County Clerk, Register of Deeds, Property Assessor, Sheriff, General Sessions Court Judges, Juvenile Court Judge and Referees, Knox County Schools and Board of Education, and Knox County's directors, officers, Clerks of Court, and employees in all civil matters and cases, including civil rights, education, employment, Tennessee Governmental Tort Liability Act, contract claims, and numerous other causes of action and prosecuted Knox County Code violations.

On September 1, 2006, he was elected by the Commission of Knox County to serve the remainder of his predecessor's four-year term of office – through August 31, 2008. The Knox County Law Director is an elected official of Knox County who is charged with executing and administering all of the legal affairs of the County, including litigation; drafting of contracts or other documents, instruments, and papers, the investigation of titles; and to advising and counseling County officials and the Commission on all legal matters affecting their respective offices. As the Knox County Law Director, John had a staff of seventeen, including seven attorneys, a certified paralegal, and an investigator. As the Chief Deputy and the Law Director for Knox County, John represented Knox County in countless civil rights and personal injury lawsuits with successful jury verdicts and trial court decisions in the State of Tennessee and Federal Court, the Tennessee Appellate Courts and the Federal Appellate Court (Sixth Circuit Court of Appeals), and the Tennessee Supreme Court.

Education

University of Tennessee – J.D., 1988

University of Tennessee – B.A., 1985, Magna Cum Laude

Roane State Community College – A.S., 1983, Cum Laude, (Pre-Law)

Bar Admissions

Tennessee, 1988

U.S. District Court, Eastern District of Tennessee, 1989

U.S. Court of Appeals, Sixth Circuit, 1991

U.S. Supreme Court, 1992

Memberships

Tennessee Bar Association

Knoxville Bar Association, Past Chair of Gov't Lawyers Section

Blount County Bar Association

Roane County Bar Association

Tennessee County Attorney's Association, President 2008-2009, Secretary-Treasurer 2009-2017

American Bar Association

Tennessee School Boards Association

Hamilton Burnett Inns of Court, Emeritus Member

Tennessee Society of Sons of the Revolution, direct descendent of Capt.

William Sumpter, a patriot of the Revolutionary War and brother of Gen.

Thomas Sumpter, the "Gamecock of the Carolinas"

Certifications

Certified Federal and State Court Mediator since 1995

John Owings:

jeowings@owclaw.com

Contact Us

Owings, Wilson
& Coleman
Riverview
Tower
900 S. Gay
Street, Suite
800
Knoxville, TN
37902-1800

Telephone:
(865) 522-2717
Fax: (865)
522-7929

Our Location

1
1 Riverview Tower
900 S Gay St, Knoxville, TN 37902

10 Directions

View larger map

Map data ©2021 Google

Send Us A Message

Name
(required)

Email
(required)

Your Message

SEND MESSAGE



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**Professional Services Contract
Anderson County Charter Commission
Outside Counsel Agreement**

This Agreement is made on this the _____ day of May 2021 between Anderson County, Tennessee and its duly elected Charter Commission (hereinafter, jointly referred to as "County") and Owings, Wilson, Coleman Law Firm (hereinafter, "Consultant") and for good and valuable consideration the parties agree as follows:

Consultant Services. Consultant agrees to provide services to the County in the form of professional legal services as follows:

- 1) Draft complete charter for presentation to citizens;
- 2) Consult and advise the Charter Commission on all aspects of charter construction and legal issues that may develop;
- 3) Meet with the Charter Commission when requested;
- 4) Assist with development of public educational information concerning the charter;
- 5) Provide status updates to the Charter Commission Chair when requested;
- 6) Communicate solely with Chair or his/her designee;
- 7) Identify legal issues and report to the Charter Commission Chair;
- 8) Provide legal assistance and expert witness testimony when needed;
- 9) Timely complete assignments as directed by the Chair;
- 10) Complete first draft of Charter by December 31st, 2021;
- 11) Complete any other duties and assignments when requested by the Charter Commission Chair.

Standard of Performance. Consultant agrees to perform the scope of services in a manner consistent with Attorney Ethical Standards, Board of Professional Responsibility Rules and compliant with Tennessee law.

Term. The term of this agreement shall begin on the date first written above and end on completion of all duties requested by the Charter Commission Chair.

Consultant Compensation. Consultant shall be paid by County for the Consultant Services within thirty (30) days of invoicing from Consultant. The compensation to consultant shall be calculated by lump sum and shall be at a rate of Twenty-Five Thousand Dollars (\$25,000.00) for completion of the entire project and scope of services within the timeframe specified herein. Upon full execution of this Agreement, Consultant will be entitled to a Two Thousand Dollar (\$2,000.00) retainer fee leaving a balance of Twenty-Three Thousand Dollars (\$23,000.00) to be paid as instructed by the Chair. Consultant shall not receive additional compensation for expenses of travel, hotel, food, etc. unless prior approval is provided by the Chair. Progress payments may be approved by the Chair when requested by the Consultant and upon application to the County Finance Department.

Default. In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including the reasonable attorney's fees and the costs associated the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Consultant:

County:

By: _____
John Owings, Partner

By: _____
V.L. Stonecipher, Chair, Charter Comm.

Date: _____

Date: _____

Approved as to Form:

Administrative Approval

County Attorney

Robby Holbrook, Interim Finance Director