

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA

May 10, 2021
6:00 p.m. Room 312

- **Call to Order**
- **Prayer / Pledge of Allegiance**
- **Approval of Agenda**
- **Appearance of Citizens**
- **Mayor's Report**
 1. Resolution No. 21-05-866 to allow the Anderson County Dental Health Program to accept credit cards as a payment option.
 2. Lease Agreement: Lease on the Barker property that is used for the Wolf Valley Convenience Center.
 3. Resolution No. 21-05-867 to allow Anderson County EMS to accept credit cards, debit, e-checks as a payment option.
 4. State of Tennessee Department of Safety and Homeland Security
 5. Updates: Planned allocation from the State of Tennessee
 6. Updates on any or all of the following:
 - a. Flag Poles/Veteran's Bridge
 - b. Senior Center
 - c. Pine Meadows Subdivision
 - d. Wolf Valley Convenience Center
 - e. Comprehensive Parks Plan
 - f. Single Entry
 7. Discussion of annual Commission Intermission each July.
- **American Legion of Oliver Springs** – To discuss possibly helping with fund raising to help with the purchase of a new roof. – Forwarded from County Commission April meeting.
- **Redistricting a portion of Anderson County** – Move house district 36 back into house district 33.
- **Ben's Mobile Home Park Update**

New Business

Old Business

Adjournment



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

May 5, 2021

Commissioner Tim Isbel
Chairman, Anderson County Operations Committee

RE: AGENDA

Dear Chairman Isbel and Honorable Members of Operations Committee,

I wish to add the following items to the Agenda:

1. **Resolution No. 21-05-866** to allow the Anderson County Dental Health Program to accept credit cards as a payment option. Fee schedule attached. **Requesting motion to approve.**
2. **Lease Agreement:** Lease on the Barker property that is used for the Wolf Valley Convenience Center expires June 30, 2021. **Requesting motion to approve lease** for one year, with an option for month to month after one year.
3. **Resolution No. 21-05-867**---to allow Anderson County EMS to accept credit cards, debit, e-checks as a payment option. **Requesting motion to approve.**
4. **State of Tennessee Department of Safety and Homeland Security** looking for 6,100 to 6,900 rentable square feet for the driver's license testing center and state troopers. Question: Would Operations Committee like me to get a surface level look to see if this is possible for a vacant portion of DARC? It would take some remodeling, but for a 10 year lease with three 1-year renewal options, it might be something worth considering as we are invested in the building. It might afford the county a return on our annual cost of maintenance of the facility. **If you desire a motion to authorize me/Buildings and Grounds to pursue this idea, I can report back on findings.** (Leasing proposal attached)
5. **Updates: Planned allocation from State of Tennessee** was reduced from original budget, but Anderson County and municipalities still received a generous allocation to use for one time expenditures. (See attached County and Cities allocation amounts.)
6. **I'm happy to provide updates** on any or all of the following, depending on Operations Committee interest/desire:
 - a. Flag Poles/Veterans Bridge

- a. Flag Poles/Veterans Bridge
- b. Senior Center opening/construction completed/did not have to use contingency (under budget)
- c. Pine Meadows Subdivision
- d. Wolf Valley Convenience Center: engineering and design is proceeding
- e. Comprehensive Parks Plan: Kick-off meeting held
- f. Single Entry/Commissioners Room/Archives/Witness Rooms

A handwritten signature in black ink, appearing to read "T. Frank", with a long horizontal flourish extending to the left.

**Anderson County, Tennessee
Board of Commissioners**

RESOLUTION NO. 21-05-866

**TO ALLOW THE ANDERSON COUNTY DENTAL HEALTH PROGRAM TO ACCEPT
CREDIT CARDS AS A PAYMENT OPTION**

WHEREAS, Tennessee Code Annotated § 9-1-108 allows for a county entity to receive payment by credit card or debit card for any public taxes, licenses, fines, fees or other moneys collected by such county entity or officer; and

WHEREAS, the Anderson County Dental Health Program desires to accept credit cards or debit cards as an option of payment for dental services (fee schedule attached); and

WHEREAS, T.C.A § 9-1-108 (c) (3) allows for the governing body to set and collect processing fees;

NOW THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session on this 17th day of May, 2021, in Clinton, Tennessee, that Anderson County hereby authorizes the following:

SECTION 1. The Anderson County Dental Clinic Program may accept credit or debit cards pursuant to § 9-1-108 for the payment of dental services and donations.

SECTION 2. Processing fees shall be collected in an amount that is equal to the amount paid the third-party processor for processing the payment.

SECTION 3. The Finance Department is authorized to establish a separate bank account for the Dental Health Program credit card collections to clear and be reconciled.

DULY PASSED AND APPROVED this 17th day of May, 2021.

APPROVED:

Josh Anderson, Commission Chairman

Terry Frank, Anderson County Mayor

ATTEST:

Jeff Cole, Anderson County Clerk

2021 Anderson County Dental Clinic Fee Schedule

<u>Code</u>	<u>Procedure</u>	<u>Clinic Fee</u>
D9110	Adult Emergency	\$25.00
D7140	Child Extraction	
	Adult Extraction	\$40-70 each
	+65 Adult Extraction	\$40-70 each
D1120	Prophy (child) 1-20	
D1110	Adult Prophy (Cash patients)	\$35-50 per quad
D1110	+65 Adult Prophy (cash patients)	\$35-50 per quad
D0120	Periodic oral exam	\$40.00
D1208	Fluoride Vanish	\$10.00
D1351	Sealant- per tooth Fee 1	\$10.00
D2140	Amalgam 1 surface prim/perm	\$40.00
D2150	Amalgam 2 surface prim/perm	\$45.00
D2160	Amalgam 3 surface prim/perm	\$50.00
D2161	Amalgam 4 surface prim/perm	\$55.00
D2330	Composite 1 surface anterior	\$50.00
D2331	Composite 2 surface anterior	\$60.00
D2332	Composite 3 surface anterior	\$70.00
D2335	Composite 4 surface anterior	\$80.00
D2391	Composite 1 surface posterior	\$60.00
D2392	Composite 2 surface posterior	\$70.00
D2393	Composite 3 surface posterior	\$80.00
D2394	Composite 4 surface posterior	\$90.00
D2920	Recement Crown	\$25.00
D2930	Stainless steel crown(child)	\$70.00
D2940	Sedative Filling	\$20.00
D3220	Pulpotomy	\$60.00
D5555	Smooth tooth	\$20.00
D9630	Pre-Med	\$5.00

9-1-108. Collection of funds on behalf of the state or local government — Acceptance of checks or money orders — Acceptance of credit or debit cards.

(a) It is lawful for any municipal, county or state officer to receive, in payment of any public taxes, licenses, fines, fees or other moneys collected, checks or money orders made payable to the appropriate municipal official, county officer or to the “State of Tennessee.” If a check or money order so received is not duly paid, the person by whom such check or money order has been tendered shall remain liable for the payment of the tax, license, fee or other obligation, and for all legal penalties and/or interest, to the same extent as if such check or money order had not been tendered.

(b) It is lawful for any public official who collects funds on behalf of the state or any local government to receive checks in such public official's official capacity made payable either to the individual public office or to the individual person's name who holds such public office; provided, that it is unlawful for any such public official to instruct the public to make such checks payable to the individual person's name who holds such public office on any notice sent to the public to collect such funds. This subsection (b) applies only to any county with a metropolitan form of government and is controlling if in conflict with any county or local ordinance to the contrary.

(c) (1) It is lawful for any municipal or county entity or officer to receive payment by credit card or debit card for any public taxes, licenses, fines, fees or other moneys collected by such municipal or county entity or officer.

(2) As used in this subsection (c), unless the context otherwise requires:

(A) “Credit card” has the same meaning as defined in § 47-22-101;

(B) “Debit card” has the same meaning as defined in § 39-14-102; and

(C) “Municipal or county entity” includes, but is not limited to, a municipality, county, metropolitan government, utility district, board, commission or authority created or authorized by general or local law.

(3) Any municipal or county entity or officer collecting payment by credit card or debit card pursuant to this subsection (c) shall set and collect a processing fee in an amount that is equal to the amount paid the third party processor for processing the payment. Such processing fee may be waived by approval of the governing body.

(4) If a payment by credit card is not honored by the credit card company issuing the card, or if a payment by a debit card is not honored by the entity on which the funds are drawn, the municipal or county governmental entity or officer may collect a service charge from the

person who owes the municipal or county tax, fee, fine, penalty, interest or other charge, for processing the transaction. The amount of the service charge shall be the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds; provided, that this service charge shall not apply nor be collected if an electronic device is used to conduct the transaction, the card and card holder are present, and the officer learns of the declination of the credit card or debit card at the time the transaction is processed.

(5) The municipal or county entity or officer collecting funds through payment by a credit card or debit card shall state on any notice to the person owing the tax, fine, fee or other money either the percentage of the processing fee for use of a credit card or debit card or the actual fee imposed for the use of a credit card or debit card.

Acts 1969, ch. 303, § 1; T.C.A., § 9-108; Acts 1989, ch. 480, § 1; 1992, ch. 962, § 1; 2000, ch. 706, § 1; 2001, ch. 348, §§ 1-3; 2016, ch. 621, § 1.

Amendments. The 2016 amendment deleted the second sentence of (c)(3) which read, "However, the processing fee shall not be set in an amount that exceeds five percent (5%) of the amount of the payment collected by credit card or debit card."

Effective Dates. Acts 2016, ch. 621, § 2. March 22, 2016.

Cross-References. Collection of taxes, title 67, ch. 1, part 7; title 67, ch. 5, part 18.

Use of personal name as payee prohibited, § 9-1-117.

LEASE AGREEMENT

This Lease Agreement is made by and between Lessors, Arthur Reed Barker and wife, Mary Barker, hereinafter called the Landowners, and Anderson County Government, hereinafter called the Lessee.

Section 1. LEASE AGREEMENT:

Landowners hereby lease to Lessee the within described property in accordance with the agreements herein set out, and Lessee accepts lease of said property.

Section 2. CONSIDERATION:

This agreement is made upon consideration of monthly lease payments in the amount of Six Hundred Dollars (\$600.00) per month and other benefits and mutual covenants herein set out.

Section 3. LEASED PROPERTY:

SITUATED in District No. 1, formerly District No. 4, Anderson County, Tennessee bounded and described as follows:

FIRST TRACT:

BEGINNING at a point in the Northwest line of Wolf Valley Road where the same intersects the northeast line of U.S. Highway No. 25W, thence with the northwest line of Wolf Valley Road, North 11 degrees 51 minutes East 9.2 feet to a stake at the corner of Walker property, thence with Walker's line North 39 degrees 34 minutes West 128.9 feet to a stake, corner to Partain, thence with Partain's line South 21 degrees 26 minutes West 62.5 feet to a stake in the Northeast right-of-way line of U.S. Highway 25W thence with the Northeast line of said Highway South 64 degrees 22 minutes East 80.6 feet to a concrete marker, thence continuing with the Northeast line of said U.S. Highway South 63 degrees 21 minutes East 29.9 feet to the point of beginning, all as shown by survey of H.M. Brock, Engineer, Clinton, Tennessee, dated August 7, 1950, and being drawing No.8-2A-50.

SECOND TRACT:

BEGINNING on a stake in the V.A. Walker line, corner to C.B. Peoples and the tract herein described, thence running a Northeast course 10 feet to a stake on the North edge of a branch, thence running an East course a direct line to a stake on the South edge of the branch at the Wolf Valley Road, thence running a Southwest course with the West right-of-way line of the Wolf Valley Road 150 feet to a stake, corner to C. B. Peoples and the tract herein described, thence running a Northwest course with the line of C.B. Peoples and the tract herein described 125 feet to the beginning corner, containing $\frac{1}{2}$ acres, more or less.

Section 4. TERM OF LEASE:

This lease shall be effective from July 1, 2016 through and including June 30, 2021.

Section 5. PAYMENTS:

Lessee will pay to Landowners, Six Hundred Dollars (\$600.00) in advance for each month of the lease term effective the first day of the first month of the agreement and a like payment of Six Hundred Dollars (\$600.00) on the first day of each succeeding month of the lease term. If said payment is not timely made by the close of business on the 6th day of each month, a Twenty-Five Dollar (\$25.00) late fee shall be assessed and added to said monthly payment. Any outstanding balance which remains unpaid after thirty (30) days shall be subject to ten percent (10%) APR interest charge, same to be compounded monthly, until any balance remaining is paid in full.

Section 6. FENCE:

Lessee has constructed a chain link fence on the property. It is agreed by the parties hereto that upon termination of the lease, said fence shall not be removed from the property but will be left in place and be the property of the Lessor /Landowners.

Section 7. PROPERTY TAX INCREASE:

If during the lease term the property taxes on the within described realty shall be increased, then both parties agree that any such increase will be borne by the Lessee, and the monthly rental payments heretofore set out will be increased by the amount necessary to pay the tax increase.

Section 8. HAZARDOUS WASTE MANAGEMENT:

The Lessee holds the Landowners harmless for any willful or inadvertent disposition of dangerous and/or hazardous material dumped or left at the convenience center. The Lessee shall pay for any extraordinary cleanup due to unauthorized hazardous material being dumped or left at the convenience center during the term of the lease, said liability to pay shall continue until said cleanup is complete and there is no environmental hazard remaining.

Section 9. INDEMNITY:

The Lessee agrees to defend and hold harmless the Landowners from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Landowners.

Section 10. 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 any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

Section 11. NO ORAL MODIFICATION:

No modifications, 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.

Section 12. CANCELLATION:

In the event either party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on ninety (90) days written notice to the other in the event the breach, default or failure is not cured during that time. Either party may cancel Agreement if unforeseen circumstances occur with ninety (90) days written notice to Landowners.

Section 13. 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.

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18. JURISDICTION:

Each part hereby irrevocably consents to the jurisdiction of all state courts sitting in 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.

Section 19. BINDING EFFECT:

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

Section 20. CHOICE OF LAW:

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

Section 21. NOTICE:

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

Section 22. 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.

Section 23. 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.

Section 24. 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.

Section 25. RELEASE AND HOLD HARMLESS:

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise from the lawsuits or circumstances referenced herein. The only claim that shall survive this Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This 22nd day of July, 2016.

LESSORS:

Arthur Barker
Arthur Barker, Landowner
Mary E. Barker
Mary Barker, Landowner

LESSEE:

ANDERSON COUNTY, TENNESSEE

By: Terry Frank
Terry Frank, County Mayor

By: Anderson County Purchasing Agent
Anderson County Purchasing Agent

APPROVED AS TO FORM:

N. Jay Yeager
N. Jay Yeager, Anderson County Law Director

**Anderson County, Tennessee
Board of Commissioners**

RESOLUTION NO. 21-05-867

**TO ALLOW THE ANDERSON COUNTY EMERGENCY MEDICAL SERVICES TO
ACCEPT CREDIT CARDS AS A PAYMENT OPTION**

WHEREAS, Tennessee Code Annotated § 9-1-108 allows for a county entity to receive payment by credit card or debit card for any public taxes, licenses, fines, fees or other moneys collected by such county entity or officer; and

WHEREAS, the Anderson County Emergency Medical Services department desires to accept credit cards or debit cards as an option of payment for emergency medical services it provides throughout the county; and

WHEREAS, T.C.A § 9-1-108 (c) (3) allows for the governing body to set and collect processing fees;

NOW THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session on this 17th day of May, 2021, in Clinton, Tennessee, that Anderson County hereby authorizes the following:

SECTION 1. Anderson County Emergency Medical Services may accept credit or debit cards pursuant to § 9-1-108 for the payment of emergency medical services and donations.

SECTION 2. Processing fees shall be collected in an amount that is equal to the amount paid the third-party processor for processing the payment.

SECTION 3. The Finance Department is authorized to establish a separate bank account for the Emergency Medical Services credit card collections to clear and be reconciled.

DULY PASSED AND APPROVED this 17th day of May, 2021.

APPROVED:

Josh Anderson, Commission Chairman

Terry Frank, Anderson County Mayor

ATTEST:

Jeff Cole, Anderson County Clerk



April 22, 2021

Via Email
tfrank@andersontn.org

Ms. Terry Frank, Mayor
Anderson County
100 N. Main Street, Suite 208
Clinton, TN 37716

Re: Department of Safety & Homeland Security
Anderson County, Tennessee


Dear Mayor Frank,

The State of Tennessee is currently seeking space in Anderson County for the Department of Safety & Homeland Security ("Agency"). The Agency needs between 6,100 to 6,900 rentable square feet for the driver's license testing center and state troopers. The Agency also needs approximately 100 to 124 parking spaces. Ideally, the State would like to sign a lease with a 10-year term and three 1-year renewal options.

Should Anderson County have space to offer for the State's consideration, please contact me and I will send you a package on the requirement.

Lastly, I would appreciate you informing any of your constituents who may have an interest in offering space to the State of Tennessee. Please have them contact me at (865) 389-6543 and I will be happy to send them a package on the requirement as well.

Sincerely,


Bill Bullock, SIOR
Knox Office Realty, LLC



9111 Cross Park Drive • Suite E-124 • Knoxville, TN 37923
OFFICE: 865.604.1450 FAX: 865.604.6000



LEASING PROPOSAL REQUEST

Agency, Office Name	Department of Safety & Homeland Security (DOS)
Principal Use	
Office/Warehouse/Other	Office space for driver's license ("DL") and Tennessee Highway Patrol ("THP")
Employee Headcount at Premises	14 employees
Transaction Number	TR#. 20-01-921

	Desired	Alternate Accepted
Service Area and Boundary Requirements	<ul style="list-style-type: none"> Proposed space must be located within Anderson County As this office provides services to the public, the preferred location should be obvious from a public road, provide ease of access preferably with a traffic signal, and have identifiable exterior signage. Preference will be given to locations served by municipal water and sewer systems, when available. Preference is for a space that is at least 50' wide and located on the ground floor (i.e. street level) 	No
Parking Requirements	<p>14 Staff + 110 Client = Total required 124</p> <ul style="list-style-type: none"> Free paved, well lighted, striped parking. The parking provided shall include handicap parking to meet the relevant code requirements. Parking lot should have multiple entrances and exits. 	
Usable & Rentable Contiguous Square Footage	<p>5,500 – 6,100 USF / 6,100 – 6,700 RSF</p> <ul style="list-style-type: none"> Usable square footage does not include restrooms, mechanical rooms, janitor closets, telecom closets or vestibules. Proposed space should not exceed or be less than 5% of the estimated rentable square footage (RSF) range specified above 	No
Special Buildout and Other Specifications	<ul style="list-style-type: none"> Turnkey buildout in accordance with Schedule 1, Schedule 2, Schedule 3, and Pro Forma Pre-Bid Lease including, Exhibit D. 	No

- **All State leased offices are required to obtain State Fire Marshall Office approval or waiver**
- Building must include 24 hour access, appropriate HVAC, adequate lighting, and other applicable building mechanics as appropriate for business operation.
- Premises should have separate public and staff restrooms. THP will need access to the staff restrooms.
- Parking lot should have multiple entrances and exits.
- Premises should have multiple public entrances and exits as well as multiple staff entrances and exits.
- Secure access must be provided between DL and THP areas.
- THP to have separate, labeled parking adjacent to the building for wireless video downloading.
- THP must have separate key pad access to the building and/or premises as they operate 24/7
- Landlord will be responsible for paying a leasing commission to Knox Office Realty, LLC. A copy of the Commission Agreement is attached hereto. It must be signed and returned along with your lease proposal

Term Length	The term recommendation is a 10-year base term with three 1-year renewal options, as negotiations permits.	No
Estimated Commencement Date	Within 18 months of executed lease agreement	No
Termination Options	Termination for Convenience: 90 day per Block 6 of Lease. Termination for Cause: see Lease - Exhibit A, Paragraph 5.	
Terms and Conditions	As set forth in State of Tennessee Lease document. A copy of the Pro Forma Lease document can be found at https://www.tn.gov/generalservices/real-estate-/redirect-stream/lease-management/lease-proposal-requests--lprs-.html underneath "Standard Forms" → "Lease Template" Comments to the Lease Template are required with submission of the Lease Proposal Quotation Form.	No
Utility, Services and Other Costs	Preference is for a FULL SERVICE Gross lease with no pass throughs; however, Proposals may be quoted as MODIFIED GROSS with Tenant paying Utilities and/or Janitorial. Utilities must be separately metered for Modified Gross consideration.	

Communications:

Interested parties must direct all communications regarding this procurement to Cristina Johnstone, Leasing Coordinator, who is the State's official point of contact. Email is the preferred form of communication.

Name: Cristina Johnstone, Leasing Coordinator

Phone Number: (615) 939-3108

Email: Rfp.coordinator@tn.gov

Submittal Deadline and Format:

The completed "Lease Proposal Form" must be submitted as follows no later than 2:00 Central Standard Time (CT) on _____

Submittals must be received via either:

Email: RFP.Coordinator@tn.gov

(It is recommended any email submission be sent marked "returned receipt requested" indicating the email has been received)

Or

Printed copy to:

Department of General Services/STREAM

Attn: Cristina Johnstone, Leasing Coordinator

William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue, 24th Floor

Nashville, TN 37243

Phone: (615) 939-3108

Method of Evaluation:

Please refer to the State of Tennessee Real Estate Asset Management Division website for the complete document, which describes the proposal Evaluation Method, by using the following link:

https://www.tn.gov/content/dam/tn/generalservices/documents/stream/leasing/Section_IV-STREAM_LeaseProposalPackage-Evaluation_Method.pdf

Disclaimer of Subjectivity:

Proposers should understand and accept that they are willingly participating in a process that may consist of some degree of subjectivity. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the lowest cost proposal.

PROJECT SPECIFIC REQUIREMENTS

The space must be professional office use and capable of meeting all of the requirements of the agency, including geographic location, square footage, parking and any special requirements identified below and in the Schedules applicable to the Agency.

Landlord shall furnish and install window blinds for all outside windows.

See the Pro Forma Lease document - Exhibit D for General Specifications and Interior Design Standards.

Attached:

Schedule 1: DOS Preliminary Zone Placement Summary Sheet

Schedule 2: DOS – Sample Space Plan

Schedule 3: State Signage Specifications

Schedule 4: Exhibit D from Lease Agreement – Special Buildout & Other Specifications

Schedule 5: Commission Agreement

DOS SCHEDULE 1
DOS PRELIMINARY PLACEMENT SUMMARY SHEET
 (Subject to revision in final plan approved by State design team)

DOS Anderson County Summary Sheet

Drivers License Staff Count – Total Staff 10

Branch Supervisor	1
DL Examiners	6
Part Time Staff – Information Desk	2

THP Staff Count – Total Staff 6

THP Sergeant	1
THP Troopers	5

Drivers License - Hard Wall Spaces – refer to sample plan attached

- Waiting Room 1 @ 1,100 sf seating for 55 people – will need direct access to client restrooms.
- Accessible Public Restrooms quantity determined by plumbing code requirements (Client and Staff restrooms will be separate and will not share a plumbing wall)
- Enclave 1 @ 120 sf Used by DL
- DL Branch Supervisor 1 @ 150 sf office to have an observation window with a view of the Application Process Area. Includes 30 sf closet space for safe
- Supply/Storage Room 1 @ 80 sf used by DL.
- Telecom Closet 1 @ 48 sf for telephone and computer equipment. Room must be temperature controlled. Shared by DL/THP.
- Testing Room DL 1 @ 360 sf with observation window to Application Processing Area. Includes space for 8 computer testing machines and 4 tablet arm chairs. Lessor to provide a minimum of 4 – 120V/20amp dedicated circuits with isolated neutrals for agency supplied testing machines.
- Break Room 1 @ 160 sf with base and wall cabinets, countertop with sink. Shared by DL/THP. Also will be used as a small conference room.

Drivers License – Open Space Plan – refer to sample plan attached

- DL Examiner (Clerk Stations)	1 @ 600 sf	Application Processing Area. DL Examiners will serve the public in this area. Also includes space for shared equipment (camera, eye machine, photo digitizer and printer) placed between examiners. Each Examiner will have a computer terminal with cash drawer (mounted below work surface).
- Admin Work Station	1 @ 56 sf	
- Hoteling Station	1 @ 15 sf	
- Kiosk Station	1 @ 16 sf	includes space for 4 stations (based upon 125 customer estimate).
- Mail Area	1 @ 20 sf	
- Multi Function Printer	1 @ 50 sf	
- Staff Locker Area	1 @ 16 sf	Includes space for 2 Locker Units used by DL Examiners.

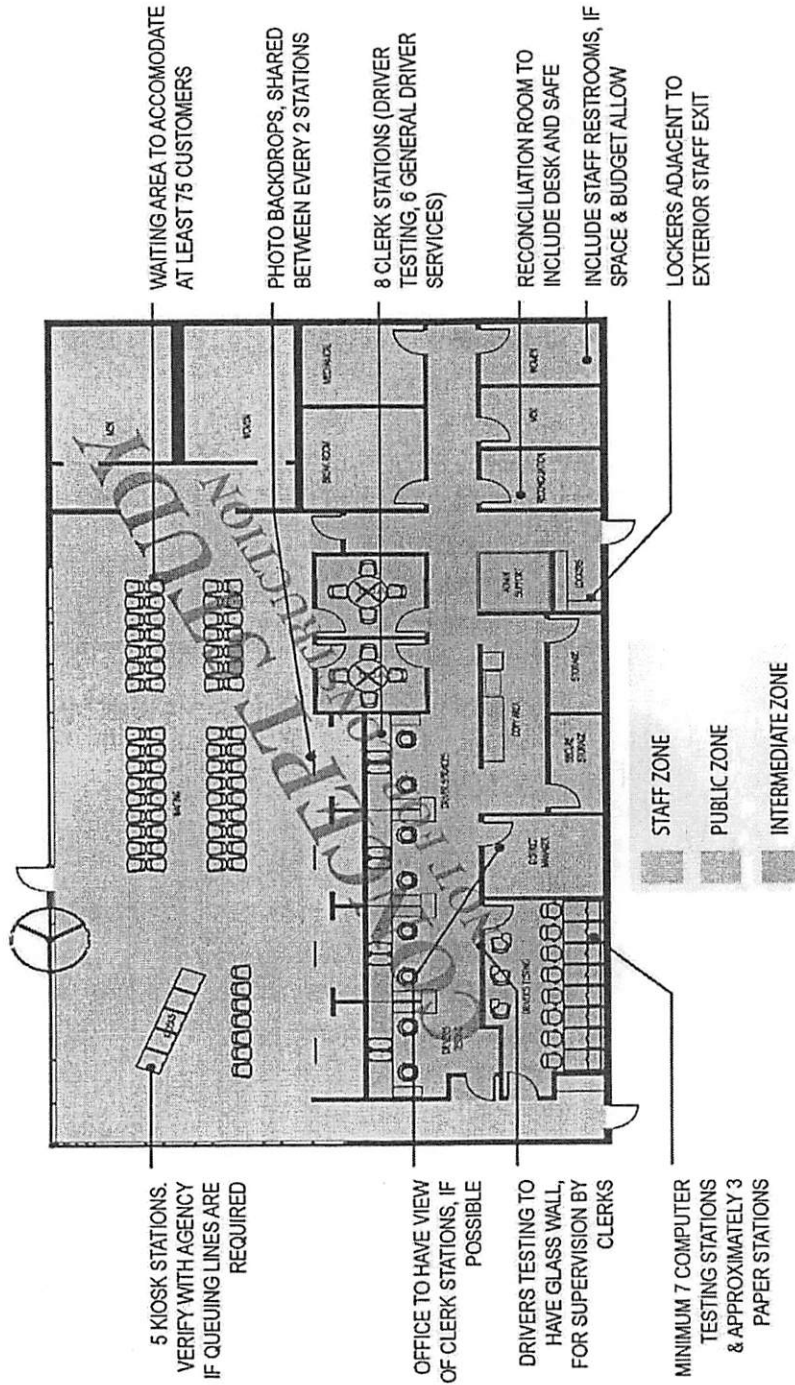
Tennessee Highway Patrol - Hard Wall Spaces

-THP Sergeant	1 @ 120 sf	locate next to Trooper Hardwall Suite.
- Evidence Storage	1 @ 60 sf	
- Interview Room	1 @ 120 sf	
- Reconciliation Room	1 @ 120 sf	
- Trooper Hardwall Suite	1 @ 450 sf	Suite includes space for 5 Trooper Hoteling Stations (75 sf each), 1 multi-function printer (30 sf), 1 collaboration area (100 sf), 2 uniform locker units (16 sf), 2 lateral file cabinets (16 sf each), 1 supply area (60 sf) including circulation.

Suggested Range:	MIN	MAX
Usable:	5,500	6,100
Rentable:	6,100	6,700

PLEASE NOTE – The Sample Space Plan on the following page does NOT show a layout for the Tennessee Highway Patrol office space. Please price base on the information contained above.

Schedule 2
DOS – SAMPLE SPACE PLAN
 (floor plan showing typical rooms within each zone)
 (not to be used for construction)



SCHEDULE 3
STATE SIGNAGE SPECIFICATIONS

The State Signage Specifications are attached as a separate document but are incorporated herein.

SCHEDULE 4 EXHIBIT D SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

PROJECT SPECIFIC REQUIREMENTS

AS APPLICABLE. Landlord agrees to perform the following improvements to the Leased Premises while coordinating with Tenant so that they are accomplished with minimal impact on Tenant's ongoing operations in the Leased Premises.

Landlord required to provide licensed electrician for electrical needs (ie junction boxes, power poles for furniture, security, or dedicated circuits as programmatic needs may require), and invoice State separately including invoice backup, **upon move in and move out of space.**

When flooring is replaced, Landlord's vendor must supply necessary means to lift of (system) furniture and fixtures **as required** by programmatic needs and at State direction.

GENERAL SPECIFICATIONS

1. General

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

3. Structure

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

5. Building Common Areas

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

6. Common Walls

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

7. Electrical

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

8. Communications

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

9. Lighting

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

10. Plumbing

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

11. HVAC

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.

- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

12. Building Directory

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

13. Keys

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

14. Access Control

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS

1. Ceiling

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
 - i. Acoustical Panel Standard: Comply with ASTM E 1264.
 - ii. Metal Suspension System Standard: Comply with ASTM C 635.

- iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.

g. Acoustical Panels

- i. Color: White.
- ii. LR: Minimum of 0.83.
- iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
- iv. CAC: Minimum of 33.
- v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

2. Electrical and Communication

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

3. Partitions

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

4. Glazing

All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with ¼" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0" w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

5. Doors and Frames

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

6. Window Treatments

- a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State. State may determine that repair or replacement, in part or entirety, of existing blinds is acceptable.

7. Finishes

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.
- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically. If not replaced, existing floors must be cleaned as appropriate prior to Commencement.
- c. Carpet must meet the following minimum qualification specifications:
 - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
 - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
 - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
 - iv. Density: Minimum rating of 5,000 or higher.
 - v. Stitches: Minimum of 9 stitches per inch.
 - vi. Gage: 1/12 inch minimum.
 - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
 - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
 - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
 - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
 - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
 - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window

frames shall have semi-gloss finish. Drywall ceilings shall have flat finish. State may determine that only touch up is required. New paint may be required for short-term leases.

- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

8. Break Rooms

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

9. Copy Rooms / Areas

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

10. Telecom Rooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

11. Conference Rooms

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

12. Restrooms

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- c. Provide a floor drain in each restroom.

13. Janitor Closet

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
- c. Provide service sink with hot and cold water and a floor drain.

14. Building Interior

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State. May be required for short-term leases.

15. Building Exterior

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access. May be required for short-term leases.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas

SCHEDULE 5
COMMISSION AGREEMENT
REPRESENTATION OF THE STATE OF TENNESSEE
AND ITS RESPECTIVE AGENCIES FOR LEASING TRANSACTIONS

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 2021, by and between _____ ("Owner"), and Knox Office Realty, LLC ("Tenant's Broker").

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at _____ in Blount County, Tennessee on which building is commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. The "Tenant" is the State of Tennessee and Tenant's Broker represents the office space needs of Tenant. Tenant's Broker has or will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease be consummated and executed between Owner and Tenant, Owner agrees to pay Tenant's Broker a Lease Commission in consideration for services rendered and to be rendered in the consummation and execution of a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant's Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner and Tenant's Broker will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO PAY COMMISSION:** Upon the consummation and execution of a Lease between Owner and Tenant, Owner hereby agrees to pay a Lease Commission to Tenant's Broker as follows:
 - a. For new leases at a new location, Owner shall pay Tenant's Broker a Lease Commission equal to 3.25% of the total of all rental installments as shown in block 7 of the Lease for the term of the lease, up to a lease term of ten (10) years.
 - b. For new leases at a new location whose lease term exceeds ten (10) years in length, the Lease Commission shall be 3.25% of the total of all rental installments as shown in block 7 of the Lease for the first ten (10) years of the lease term plus 1.63% of the total of all rental installments as shown in block 7 of the Lease for the remainder of the lease term beyond ten (10) years.
 - c. For new leases at the same location that is currently leased to the State as of the date of this Agreement, Owner shall pay Tenant's Broker a Lease Commission equal to 1.63% of the total of all monthly rental installments as shown in block 7 of the Lease for the total term of the lease as described in block 5 of the Lease.
 - d. If a new lease includes an option to renew or extend and the lease term(s) is renewed or extended whether by virtue of such option or otherwise, Owner shall pay Tenant's Broker a Lease Commission equal to 1.63% of the total of all monthly rental installments for the extended term.

2. **PAYMENT OF COMMISSION:** The Lease Commission shall be due and payable to Tenant's Broker in U.S. Dollars: (i) one half (1/2) at the time the lease is signed and (ii) the remaining balance one (1) year after the date the Lease is fully executed. If Tenant's lease is modified or amended, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Owner hereby agrees to pay to Tenant's Broker said Lease Commissions in accordance with the terms contained in Item 1 above.
3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the Lease Commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant's Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant's Broker of all Lease Commissions payable hereunder.
4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant's Broker, Tenant's Broker will not be representing Owner in the contemplated lease transaction. Tenant's Broker will be representing only the Tenant in such transaction. The Owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction
5. **AUTHORITY TO SIGN:** Each signatory to this Commission Agreement personally represents and warrants that it has full authority to sign this Commission Agreement on behalf of the party for whom he or she signs, that this Commission Agreement binds such party, this Commission Agreement constitutes a valid and legally binding obligation of the parties, and that no other signatures are necessary. This Agreement may be executed by portable document format (.pdf) signature, such that execution of this Agreement by .pdf signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.
6. **ENTIRE AGREEMENT:** This Commission Agreement constitutes the entire Agreement between Owner and Tenant's Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant's Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.
7. **FAILURE TO PAY:** Should the Owner fail to pay the Lease Commission as contracted here in, the Tenant's Broker shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. In the event Owner fails to pay Tenant's Broker the leasing commission owed within thirty (30) days when due, then from the date due until paid the delinquent amount shall bear interest at twelve (12%) percent annually. If Tenant's Broker must institute legal action against Owner to collect said Lease Commission owed, then Tenant's Broker shall be entitled to reasonable attorney fees and court costs.
8. **NOTICES:** Any notice or demand, consent, approval or disapproval, or statement (collectively called "notice" or "notices") required or permitted to be given by the terms and provisions of this Agreement shall be in writing, and shall be sent by United States mail postage prepaid as registered or certified mail, return receipt requested, or by nationally recognized courier service guaranteeing overnight delivery and providing a confirmed receipt of delivery. Any notice shall be addressed to Owner or Tenant's Broker, as applicable, at its address as follows:

To Tenant's Broker: Knox Office Realty, LLC
 Attn: William G. Bullock, Jr
 9111 Cross Park Drive, Suite E-124
 Knoxville, Tennessee 37923

To Owner: _____

AGREED AND ACCEPTED this _____ day of _____, 2021.

OWNER:

TENANT'S BROKER:
Knox Office Realty, LLC

By: _____

By: _____

Title: _____

Title: _____

**Local Government Recovery and Rebuilding Direct Appropriation Grant
County Allocations (amended)
Fiscal Year 2021-2022**

Counties	Population Estimates ¹	Allocation	Counties	Population Estimates ¹	Allocation
Anderson	76,978	\$ 602,258	Lauderdale ²	25,633	\$ 652,989
Bedford	49,713	\$ 477,491	Lawrence	44,142	\$ 451,998
Benton	16,160	\$ 323,950	Lewis	12,268	\$ 306,139
Bledsoe ²	15,064	\$ 604,624	Lincoln	34,366	\$ 407,262
Blount	133,088	\$ 859,023	Loudon	54,068	\$ 497,420
Bradley	108,110	\$ 744,721	McMinn	53,794	\$ 496,166
Campbell	39,842	\$ 432,321	McNairy	25,694	\$ 367,578
Cannon	14,678	\$ 317,168	Macon	24,602	\$ 362,581
Carroll	27,767	\$ 377,064	Madison	97,984	\$ 698,384
Carter	56,391	\$ 508,050	Marion	28,907	\$ 382,281
Cheatham	40,667	\$ 436,096	Marshall	34,375	\$ 407,303
Chester	17,297	\$ 329,153	Maurry	96,387	\$ 691,076
Claiborne	31,959	\$ 396,247	Meigs	12,422	\$ 306,844
Clay ²	7,615	\$ 570,537	Monroe	46,545	\$ 462,994
Cocke ²	36,004	\$ 700,448	Montgomery	208,993	\$ 1,206,371
Coffee	56,520	\$ 508,641	Moore	6,488	\$ 279,690
Crockett	14,230	\$ 315,118	Morgan	21,403	\$ 347,942
Cumberland	60,520	\$ 526,945	Obion	30,069	\$ 387,598
Davidson	694,144		Overton	22,241	\$ 351,777
Decatur	11,663	\$ 303,371	Perry ²	8,076	\$ 572,647
DeKalb	20,490	\$ 343,764	Pickett	5,048	\$ 273,100
Dickson	53,948	\$ 496,871	Polk	16,832	\$ 327,025
Dyer	37,159	\$ 420,043	Putnam	80,245	\$ 617,208
Fayette	41,133	\$ 438,228	Rhea	33,167	\$ 401,775
Fentress	18,523	\$ 334,763	Roane	53,382	\$ 494,281
Franklin	42,208	\$ 443,148	Robertson	71,813	\$ 578,623
Gibson	49,133	\$ 474,837	Rutherford	332,285	\$ 1,770,566
Giles	29,464	\$ 384,830	Scott ²	22,068	\$ 636,675
Grainger	23,320	\$ 356,714	Sequatchie	15,026	\$ 318,760
Greene	69,069	\$ 566,066	Sevier	98,250	\$ 699,601
Grundy ²	13,427	\$ 597,133	Shelby	937,166	\$ 4,538,556
Hamblen	64,934	\$ 547,144	Smith	20,157	\$ 342,240
Hamilton	367,804	\$ 1,933,104	Stewart	13,715	\$ 312,761
Hancock ²	6,620	\$ 565,984	Sullivan	158,348	\$ 974,615
Hardeman ²	25,050	\$ 650,321	Sumner	191,283	\$ 1,125,328
Hardin	25,652	\$ 367,386	Tipton	61,599	\$ 531,883
Hawkins	56,786	\$ 509,858	Trousdale	11,284	\$ 301,637
Haywood	17,304	\$ 329,185	Unicoi	17,883	\$ 331,834
Henderson	28,117	\$ 378,666	Union	19,972	\$ 341,394
Henry	32,345	\$ 398,014	Van Buren	5,872	\$ 276,871
Hickman	25,178	\$ 365,217	Warren	41,277	\$ 438,887
Houston	8,201	\$ 287,529	Washington	129,375	\$ 842,032
Humphreys	18,582	\$ 335,033	Wayne ²	16,673	\$ 611,987
Jackson	11,786	\$ 303,934	Weakley	33,328	\$ 402,512
Jefferson	54,495	\$ 499,374	White	27,345	\$ 375,133
Johnson	17,788	\$ 331,399	Williamson	238,412	\$ 1,340,995
Knox	470,313	\$ 2,402,194	Wilson	144,657	\$ 911,963
Lake ²	7,016	\$ 567,796	Total	6,829,174	\$ 54,717,041

1 - Annual Estimates of the Resident Population for Counties in Tennessee: April 1, 2010 to July 1, 2019;
US Census Bureau, Population Division; Released March 2020

2 - TN Distressed county as of July 1, 2020

Local Government Recovery and Rebuilding Direct Appropriation Grant
City and Town Allocations (amended)
Fiscal Year 2021-2022

Page 1

Cities/Towns	Population Estimates ¹	Allocation	Cities/Towns	Population Estimates ¹	Allocation
Adams	671	\$ 22,341	Centertown	253	\$ 17,768
Adamsville	2,164	\$ 38,676	Centerville	3,540	\$ 53,731
Alamo	2,277	\$ 39,912	Chapel Hill	1,538	\$ 31,827
Alcoa	9,980	\$ 124,189	Charleston	697	\$ 22,626
Alexandria	1,012	\$ 26,072	Charlotte	1,634	\$ 32,877
Algood	4,463	\$ 63,829	Chattanooga	182,799	\$ 2,014,972
Allardt	627	\$ 21,860	Church Hill	6,664	\$ 87,910
Altamont	1,067	\$ 26,674	Clarksburg	379	\$ 19,147
Ardmore	1,221	\$ 28,359	Clarksville	158,146	\$ 1,745,248
Arlington	11,743	\$ 143,478	Cleveland	45,504	\$ 512,851
Ashland City	4,767	\$ 67,155	Clifton	2,655	\$ 44,048
Athens	14,020	\$ 168,390	Clinton	10,075	\$ 125,229
Atoka	9,517	\$ 119,124	Coalmont	834	\$ 24,125
Atwood	919	\$ 25,055	Collegedale	11,378	\$ 139,485
Auburntown	266	\$ 17,910	Collierville	51,040	\$ 573,420
Baileyton	451	\$ 19,934	Collinwood	944	\$ 25,328
Baneberry	534	\$ 20,842	Columbia	40,335	\$ 456,298
Bartlett	59,440	\$ 665,323	Cookeville	34,706	\$ 394,712
Baxter	1,531	\$ 31,750	Coopertown	4,586	\$ 65,175
Bean Station	3,113	\$ 49,059	Copperhill	321	\$ 18,512
Beersheba Springs	460	\$ 20,033	Cornersville	1,291	\$ 29,125
Bell Buckle	543	\$ 20,941	Cottage Grove	86	\$ 15,941
Belle Meade	2,858	\$ 46,269	Covington	8,834	\$ 111,651
Bells	2,444	\$ 41,739	Cowan	1,658	\$ 33,140
Benton	1,278	\$ 28,982	Crab Orchard	751	\$ 23,217
Berry Hill	508	\$ 20,558	Cross Plains	1,827	\$ 34,989
Bethel Springs	727	\$ 22,954	Crossville	11,779	\$ 143,872
Big Sandy	521	\$ 20,700	Crump	1,454	\$ 30,908
Blaine	1,860	\$ 35,350	Cumberland City	307	\$ 18,359
Bluff City	1,670	\$ 33,271	Cumberland Gap	490	\$ 20,361
Bolivar	4,936	\$ 69,004	Dandridge	3,202	\$ 50,033
Braden	263	\$ 17,877	Dayton	7,358	\$ 95,503
Bradford	978	\$ 25,700	Decatur	1,667	\$ 33,238
Brentwood	42,783	\$ 483,081	Decaturville	862	\$ 24,431
Brighton	2,908	\$ 46,816	Decherd	2,371	\$ 40,941
Bristol	26,987	\$ 310,260	Dickson	15,575	\$ 185,403
Brownsville	9,435	\$ 118,227	Dover	1,546	\$ 31,915
Bruceton	1,395	\$ 30,262	Dowelltown	402	\$ 19,398
Bulls Gap	721	\$ 22,888	Doyle	577	\$ 21,313
Burlison	410	\$ 19,486	Dresden	2,937	\$ 47,133
Burns	1,456	\$ 30,930	Ducktown	467	\$ 20,109
Byrdstown	783	\$ 23,567	Dunlap	5,176	\$ 71,630
Calhoun	500	\$ 20,470	Dyer	2,207	\$ 39,146
Camden	3,632	\$ 54,737	Dyersburg	16,314	\$ 193,489
Carthage	2,338	\$ 40,580	Eagleville	763	\$ 23,348
Caryville	2,148	\$ 38,501	East Ridge	21,182	\$ 246,749
Cedar Hill	312	\$ 18,414	Eastview	707	\$ 22,735
Celina	1,420	\$ 30,536	Elizabethton	13,509	\$ 162,800

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Cities/Towns	Population Estimates ¹	Allocation	Cities/Towns	Population Estimates ¹	Allocation
Elkton	524	\$ 20,733	Hornbeak	470	\$ 20,142
Englewood	1,534	\$ 31,783	Hornsby	262	\$ 17,866
Enville	192	\$ 17,101	Humboldt	8,151	\$ 104,179
Erin	1,280	\$ 29,004	Huntingdon	3,835	\$ 56,958
Erwin	5,918	\$ 79,748	Huntland	844	\$ 24,234
Estill Springs	2,034	\$ 37,254	Huntsville	1,269	\$ 28,884
Ethridge	486	\$ 20,317	Jacksboro	2,058	\$ 37,516
Etowah	3,494	\$ 53,227	Jackson	67,191	\$ 750,125
Fairview	9,146	\$ 115,065	Jamestown	2,106	\$ 38,041
Farragut	23,778	\$ 275,151	Jasper	3,447	\$ 52,713
Fayetteville	7,047	\$ 92,100	Jefferson City	8,194	\$ 104,649
Finger	288	\$ 18,151	Jellico	2,165	\$ 38,687
Forest Hills	4,820	\$ 67,735	Johnson City	66,906	\$ 747,007
Franklin	83,097	\$ 924,150	Jonesborough	5,611	\$ 76,389
Friendship	664	\$ 22,265	Kenton	1,195	\$ 28,074
Friendsville	903	\$ 24,880	Kimball	1,449	\$ 30,853
Gadsden	464	\$ 20,077	Kingsport	54,127	\$ 607,194
Gainesboro	959	\$ 25,492	Kingston	5,994	\$ 80,579
Gallatin	42,918	\$ 484,558	Kingston Springs	2,727	\$ 44,836
Galloway	647	\$ 22,079	Knoxville	187,603	\$ 2,067,532
Garland	298	\$ 18,260	La Follette	6,688	\$ 88,172
Gates	612	\$ 21,696	La Grange	132	\$ 16,444
Gatlinburg	3,860	\$ 57,232	La Vergne	35,716	\$ 405,763
Germantown	39,225	\$ 444,154	Lafayette	5,332	\$ 73,336
Gibson	386	\$ 19,223	Lake City	1,774	\$ 34,409
Gilt Edge	455	\$ 19,978	Lakeland	12,642	\$ 153,314
Gleason	1,376	\$ 30,055	Lakesite	1,864	\$ 35,394
Goodlettsville	16,798	\$ 198,784	Lawrenceburg	11,035	\$ 135,732
Gordonsville	1,245	\$ 28,621	Lebanon	36,479	\$ 414,110
Grand Junction	271	\$ 17,965	Lenoir City	9,324	\$ 117,012
Graysville	1,580	\$ 32,287	Lewisburg	12,368	\$ 150,316
Greenback	1,219	\$ 28,337	Lexington	7,889	\$ 101,312
Greenbrier	6,852	\$ 89,967	Liberty	330	\$ 18,610
Greeneville	14,891	\$ 177,920	Linden	956	\$ 25,459
Greenfield	2,086	\$ 37,823	Livingston	4,049	\$ 59,299
Gruetli-Laager	1,738	\$ 34,015	Lobelville	888	\$ 24,715
Guys	435	\$ 19,759	Lookout Mountain	1,889	\$ 35,667
Halls	2,067	\$ 37,615	Loretto	1,771	\$ 34,376
Harriman	6,132	\$ 82,089	Loudon	5,890	\$ 79,441
Harrogate	4,348	\$ 62,571	Louisville	4,141	\$ 60,306
Hartsville/Trousdale County	11,284		Luttrell	1,080	\$ 26,816
Henderson	6,357	\$ 84,551	Lynchburg, Moore County metro	6,488	
Hendersonville	58,113	\$ 650,804	Lynnville	305	\$ 18,337
Henning	931	\$ 25,186	Madisonville	5,002	\$ 69,726
Henry	447	\$ 19,891	Manchester	11,038	\$ 135,765
Hickory Valley	93	\$ 16,017	Martin	10,484	\$ 129,704
Hohenwald	3,813	\$ 56,717	Maryville	29,742	\$ 340,402
Hollow Rock	679	\$ 22,429	Mason	1,531	\$ 31,750

— Rocky
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Population			Population		
Cities/Towns	Estimates ¹	Allocation	Cities/Towns	Estimates ¹	Allocation
Maury City	659	\$ 22,210	Orme	110	\$ 16,203
Maynardville	2,428	\$ 41,564	Palmer	668	\$ 22,308
McEwen	1,731	\$ 33,939	Paris	10,056	\$ 125,021
McKenzie	5,315	\$ 73,150	Parker's Crossroads	313	\$ 18,424
McLemoresville	326	\$ 18,567	Parrottsville	293	\$ 18,206
McMinnville	13,769	\$ 165,644	Parsons	2,290	\$ 40,054
Medina	4,282	\$ 61,849	Pegram	2,068	\$ 37,626
Medon	183	\$ 17,002	Petersburg	568	\$ 21,214
Memphis	651,073	\$ 5,000,000	Philadelphia	729	\$ 22,976
Michie	625	\$ 21,838	Pigeon Forge	6,266	\$ 83,555
Middleton	635	\$ 21,947	Pikeville	1,741	\$ 34,048
Milan	7,612	\$ 98,282	Piperton	1,986	\$ 36,728
Milledgeville	264	\$ 17,888	Pittman Center	570	\$ 21,236
Millersville	6,769	\$ 89,058	Plainview	2,156	\$ 38,588
Millington	10,641	\$ 131,421	Pleasant Hill	556	\$ 21,083
Minor Hill	531	\$ 20,810	Pleasant View	4,795	\$ 67,461
Mitchellville	196	\$ 17,144	Portland	13,030	\$ 157,559
Monteagle	1,234	\$ 28,501	Powells Crossroads	1,359	\$ 29,869
Monterey	2,898	\$ 46,707	Pulaski	7,597	\$ 98,117
Morrison	722	\$ 22,899	Puryear	663	\$ 22,254
Morristown	30,193	\$ 345,336	Ramer	296	\$ 18,238
Moscow	557	\$ 21,094	Red Bank	11,840	\$ 144,539
Mosheim	2,337	\$ 40,569	Red Bolling Springs	1,132	\$ 27,385
Mount Carmel	5,294	\$ 72,921	Ridgely	1,623	\$ 32,757
Mount Juliet	37,029	\$ 420,128	Ridgeside	441	\$ 19,825
Mount Pleasant	4,897	\$ 68,577	Ridgetop	2,137	\$ 38,381
Mountain City	2,437	\$ 41,663	Ripley	7,753	\$ 99,824
Munford	6,109	\$ 81,838	Rives	311	\$ 18,403
Murfreesboro	146,900	\$ 1,622,207	Rockford	852	\$ 24,322
Nashville-Davidson metro	670,820	\$ 5,000,000	Rockwood	5,425	\$ 74,354
New Hope	1,052	\$ 26,510	Rogersville	4,377	\$ 62,888
New Johnsonville	1,874	\$ 35,503	Rossville	962	\$ 25,525
New Market	1,375	\$ 30,044	Rutherford	1,067	\$ 26,674
New Tazewell	2,719	\$ 44,748	Rutledge	1,355	\$ 29,825
Newbern	3,292	\$ 51,017	Saltillo	538	\$ 20,886
Newport	6,884	\$ 90,317	Samburg	201	\$ 17,199
Niota	733	\$ 23,020	Sardis	382	\$ 19,179
Nolensville	10,062	\$ 125,087	Saulsberry	91	\$ 15,996
Normandy	147	\$ 16,608	Savannah	6,933	\$ 90,853
Norris	1,602	\$ 32,527	Scotts Hill	979	\$ 25,711
Oak Hill	4,516	\$ 64,409	Selmer	4,291	\$ 61,947
Oak Ridge	29,156	\$ 333,991	Sevierville	17,117	\$ 202,274
Oakdale	207	\$ 17,265	Sharon	917	\$ 25,033
Oakland	8,345	\$ 106,301	Shelbyville	22,101	\$ 256,803
Obion	1,041	\$ 26,389	Signal Mountain	8,606	\$ 109,157
Oliver Springs	3,414	\$ 52,352	Silerton	99	\$ 16,083
Oneida	3,705	\$ 55,536	Slayden	205	\$ 17,243
Orlinda	940	\$ 25,284	Smithville	4,886	\$ 68,457

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Cities/Towns	Population Estimates ¹	Allocation
Smyrna	51,586	\$ 579,393
Sneedville	1,349	\$ 29,759
Soddy-Daisy	13,619	\$ 164,003
Somerville	3,264	\$ 50,711
South Carthage	1,398	\$ 30,295
South Fulton	2,214	\$ 39,223
South Pittsburg	3,029	\$ 48,140
Sparta	4,949	\$ 69,146
Spencer	1,691	\$ 33,501
Spring City	1,851	\$ 35,251
Spring Hill	43,769	\$ 493,869
Springfield	17,277	\$ 204,025
St. Joseph	829	\$ 24,070
Stanton	420	\$ 19,595
Stantonville	261	\$ 17,856
Sunbright	519	\$ 20,678
Surgoinsville	1,760	\$ 34,256
Sweetwater	5,895	\$ 79,496
Tazewell	2,276	\$ 39,901
Tellico Plains	909	\$ 24,945
Tennessee Ridge	1,332	\$ 29,573
Thompson's Station	6,567	\$ 86,848
Three Way	1,688	\$ 33,468
Tiptonville	3,971	\$ 58,446
Toone	334	\$ 18,654
Townsend	462	\$ 20,055
Tracy City	1,397	\$ 30,284
Trenton	4,180	\$ 60,733
Trezevant	838	\$ 24,168
Trimble	611	\$ 21,685
Troy	1,321	\$ 29,453
Tullahoma	19,555	\$ 228,948
Tusculum	2,689	\$ 44,420
Unicoi	3,594	\$ 54,321
Union City	10,325	\$ 127,964
Vanleer	422	\$ 19,617
Viola	138	\$ 16,510
Vonore	1,552	\$ 31,980
Walden	2,156	\$ 38,588
Wartburg	924	\$ 25,109
Wartrace	695	\$ 22,604
Watauga	374	\$ 19,092
Watertown	1,523	\$ 31,663
Waverly	4,146	\$ 60,361
Waynesboro	2,419	\$ 41,466
Westmoreland	2,413	\$ 41,400
White Bluff	3,653	\$ 54,967
White House	12,638	\$ 153,270

Cities/Towns	Population Estimates ¹	Allocation
White Pine	2,346	\$ 40,667
Whiteville	4,456	\$ 63,752
Whitwell	1,730	\$ 33,928
Williston	377	\$ 19,125
Winchester	8,982	\$ 113,270
Winfield	1,006	\$ 26,006
Woodbury	2,889	\$ 46,608
Woodland Mills	357	\$ 18,906
Yorkville	255	\$ 17,790
Total	4,097,040	\$ 45,282,959

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Legislative Committee

No action at this time.

New Business

28. Commissioner Creasey made a motion to forward to the Operations Committee the discussion of possibly helping the American Legion of Oliver Springs with some fund raising to help with purchasing a new roof for them. Seconded by Commissioner Denenberg. Voting aye: Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Denenberg, Mead, Creasey, Scott and Smallridge. Voting no: Fritts, Waddell and Yager. Absent: none. Motion passed.

Old Business

No action at this time.

Meeting adjourned.

Josh Anderson, Chairman
County Commission

Jeff Cole
County Clerk



Anderson County Schools
Every Student. Every Day

Annette Prewitt <aprewitt@acs.ac>

Operations Agenda Addition

4 messages

Joshua Anderson <joshanderson1984@gmail.com>
To: Annette Prewitt <aprewitt@acs.ac>

Fri, Apr 30, 2021 at 7:33 PM

I don't know if we need to put this as a subset of our redistricting work or as a separate item, but I would like to add sending a resolution to our state legislature asking to move the portion of Anderson County in house district 36 back into house district 33, putting all of Anderson county in one district.

Thanks,

Josh

Annette Prewitt <aprewitt@acs.ac>
To: Joshua Anderson <joshanderson1984@gmail.com>

Mon, May 3, 2021 at 8:39 AM

I'll ask Jay where it needs to be.

[Quoted text hidden]

--

Annette R. Prewitt
Chief Deputy to the Anderson County Commission
Phone: (865) 463-6866
Fax: (865) 264-6264
Web Site: www.andersoncountyttn.gov

Annette Prewitt <aprewitt@acs.ac>
To: "CC - ZZ Jay Yeager, Law Director" <jyeager@aclawdirector.com>

Mon, May 3, 2021 at 10:27 AM

Jay,
Would this item need to start in the Legislative Committee?
[Quoted text hidden]

Jay Yeager <jyeager@aclawdirector.com>
To: Annette Prewitt <aprewitt@acs.ac>

Mon, May 3, 2021 at 10:45 AM

Yes, that will work.

Thanks and I hope you are feeling much better.

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