

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA

August 10, 2020
6:00 p.m. Electronic

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Ongoing Covid-19 Awareness Monthly Briefing** – requested by Chairman Isbel
 - Presentation by Dr. Bunick / Q & A Session
 - Discussion and possible action on preparedness and future action plans – requested by Commissioner Creasey
- 6. HR Advisory Committee** – by Kim Jeffers-Whitaker
 - Elected Officials & Employee Response to Covid-19 Safety Discussion
- 7. Comcast Internet Discussion** – requested by Commissioner Anderson
 - Andres Celedon, Manager External Affairs Comcast
- 8. General Sessions Court II MOU** – referred from County Commission July 20th meeting.
 - Discussion of which Commissioners to put on the Sub-Committee
- 9. Mayor Terry Frank**
 - Authorization to allow the planting of a yellow rose bush on the courthouse grounds.
 - Norris Lake Area Trail Sustainability & Connectivity Study
 - Closures for Security
 - Virtual Meetings
 - Submission of Anderson County Animal Care & Control Vehicle Policy

New Business

Old Business

- Professional Services Contract – by Mayor Frank
(Water, Soil and Home Dust Sampling, Analysis and Reporting)
- Release of Liability

Adjournment



Annette Prewitt <aprewitt@acs.ac>

Operations and Commission Meetings3 messages

JERRY A CREASEY <jacreasey@bellsouth.net>

Sun, Jul 26, 2020 at 6:40 PM

To: Annette Prewitt <aprewitt@acs.ac>

Cc: Tim Isbel <isbelt@ymail.com>, Tracy Wandell <tlwandell@msn.com>

Dear Annette:

I hope you are well and safe. Please add a request for discussion and possible action on our preparedness, and future Action Plans for the Covid-19 Coronavirus, on both the August 2020 Operations Committee, and the Anderson County County Commission meeting's Agenda's.

Respectfully

Jerry Creasey

Annette Prewitt <aprewitt@acs.ac>

Sun, Jul 26, 2020 at 7:04 PM

To: JERRY A CREASEY <jacreasey@bellsouth.net>

I will.

Sent from my iPhone

[Quoted text hidden]

Timothy Isbel <isbelt@ymail.com>

Mon, Jul 27, 2020 at 10:24 AM

Reply-To: "isbelt@ymail.com" <isbelt@ymail.com>

To: "jacreasey@bellsouth.net" <jacreasey@bellsouth.net>, Annette Prewitt <aprewitt@acs.ac>

Cc: Tracy Wandell <tlwandell@msn.com>

Already planned , Thank you Commissioner

Tim Isbel

Anderson County Commissioner

District 4

Rocky Top, TN

[Quoted text hidden]



Anderson County Schools
Every Student, Every Day

Annette Prewitt <aprewitt@acs.ac>

Operations

2 messages

Kim Jeffers-Whitaker <kwhitaker@andersontn.org>
To: Annette <aprewitt@acs.ac>

Thu, Jul 30, 2020 at 8:39 AM

Good Morning Annette,

Have you already sent out operations agenda?

I was asked by the HR Advisory Committee to present the Elected Official's response to Operations. I will also have further data to report out on.

If you would like to call rather than email, feel free.

Thanks,

Kim

Kim Jeffers-Whitaker, IPMA-SCP, aPHR

Director of Human Resources & Risk Management

Anderson County Government

100 N Main St., Room 102, Clinton, TN 37716

Main Tel 865.264.6300 | Fax 865.264.6259

<http://www.anderson-county.com/humanresources/>

In every crisis, doubt or confusion, take the higher path - the path of compassion, courage ~ Amit Ray, Author

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ANDERSON COUNTY BOARD OF COMMISSIONERS

July 30, 2020

Andres Celedon, Manager
External Affairs Comcast
5720 Ashville Highway
Knoxville, TN 37924

Mr. Celedon,

The Anderson County Operations Committee Chairman, Tim Isbel, would like to invite you to the Operations Committee meeting to discuss making internet more accessible for rural areas in this county. The Committee will meet on Monday, August 10, 2020 at 6:00 P.M. in room 312 of the Anderson County Courthouse, 100 N. Main St., Clinton, TN. Due to the Covid-19 Pandemic you may join the meeting at the following address:

Operations Meeting/ Room 312

Mon, Aug 10, 2020 6:00 PM - 8:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/833588517>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 877 309 2073

- One-touch: [tel:+18773092073,,833588517#](tel:+18773092073,833588517)

United States: +1 (646) 749-3129

- One-touch: [tel:+16467493129,,833588517#](tel:+16467493129,833588517)

Access Code: 833-588-517

I am looking forward to meeting with you.

Tim Isbel, Chairman
Anderson County Operations Committee
100 N. Main St. Room 118
Clinton, TN 37716
Ph: 865/463-6866

Commissioner Denenberg. Voting aye: Fritts, Wandell, Jameson, Meredith, Waddell, Anderson, Vowell, Isbel, McKamey, Denenberg, Mead, Creasey, Scott, Yager and Smallridge. Voting no: none. Absent: White. Motion passed.

25. Commissioner Scott made a motion to refer to Operations Committee the discussion of which Anderson County Commissioners to put on the sub-committee for the General Sessions II MOU. Seconded by Commissioner Denenberg. Voting aye: Fritts, Wandell, Jameson, Meredith, Waddell, Anderson, Vowell, Isbel, McKamey, Denenberg, Mead, Creasey, Scott, Yager and Smallridge. Voting no: none. Absent: White. Motion passed.

Old Business

No action at this time.

New Business

No action at this time.

Meeting adjourned.

Tracy Wandell, Chairman
County Commission

Jeff Cole
County Clerk

Memorandum of Understanding For Operation of the Anderson County Senior Center

This Memorandum of Understanding (MOU) is made this 20 day of April, 2020 between the Anderson County Office on Aging and Senior Center (hereinafter "Seniors") and Anderson County Government (hereinafter "County") and collectively (the "Parties"); and

WHEREAS, the purpose of the MOU is to clarify the duties and obligations of the Anderson County Office on Aging and Senior Center and Anderson County Government under an agreement for occupying the new facility located at 96 Mariner Point Drive, Clinton, TN. (Map: 081, Parcel: 095.02 - containing 3.56 Acres); and

WHEREAS, the Anderson County Office on Aging and Senior Center is a program of Anderson County Government operating under the legal and fiscal requirements of the Anderson County General Fund; and

WHEREAS, the facility, including structures, hereditaments and appurtenances, is located at 96 Mariner Point Drive, Clinton, TN is a county-owned building located on county-owned property; and

WHEREAS, Anderson County Government agrees to allow Anderson County Senior Center and Office on Aging to occupy 96 Mariner Point Drive for the purposes of operating a Senior Center and associated programs; and

WHEREAS, the Anderson County Office on Aging & Senior Center coordinates with other local agencies, organizations, businesses, and churches to provide for the needs of those sixty plus (60+) years of age in Anderson County. This office provides information, assistance and referrals, outreach programs, reassurance, and other direct services to assist the elderly. The stated goal is to enable these individuals to remain in their own home as long as possible and to build and enhance the quality of life through the combined strengths and efforts of staff, volunteers, and clients; and

WHEREAS, the Anderson County Office on Aging & Senior Center currently operates through a contractual agreement between the East Tennessee Human Resource Agency, Inc—Area Agency on Aging and Disability and Anderson County Government to provide a senior center and a scope of services for both the Senior Center and Office on Aging. Anderson County Government provides additional fiscal and/or in-kind contributions to meet matching requirements of the contract that is subject to the annual appropriations process; and

WHEREAS, the required scope of services are outlined in the Anderson County Government and the East Tennessee Human Resource Agency, Inc—Area Agency on Aging and Disability contract ("ETHRA Contract"). Reporting requirements are also outlined in the contract between the two contracting parties; and

WHEREAS, in an effort to provide the Seniors with safe and adequate space to perform their duties under the ETHRA contract and continue with serving the needs of Anderson County Seniors, County agrees to allow the Seniors to occupy space at 96 Mariner Point Drive, Clinton under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises of support and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties to this M.O.U. as follows:

SECTION 1. Term

This MOU will continue in full force and effect until revoked by the Anderson County Legislative Body provided Seniors continue as a branch of Anderson County Government and comply with all conditions set forth herein, all Anderson County policies, regulations and requirements, all applicable state and federal law provisions and all future conditions and requirements lawfully enacted by the Anderson County Legislative Body or County Mayor.

SECTION 2. County Responsibilities

Under this agreement, the County agrees to the following:

1. Allow Seniors to occupy the premise located at 96 Mariner Point Drive, Clinton, TN. (Also Identified as Map: 081, Parcel: 095.02 - containing 3.56 Acres) for the sole purpose of providing senior programs for Anderson County citizens.
2. Provide property loss and casualty insurance for building and contents.
3. Provide normal capital improvement replacements, emergency repairs and parking lot resurfacing.
4. Allow the Senior program to host senior related events after normal working hours for the benefit of the senior program.

SECTION 3. Senior Responsibilities

Under this agreement, the Senior Center and Office on Aging agrees to the following:

1. Provide regular maintenance, minor building repairs, painting, daily cleaning, trash/waste/grease removal and renovations. Building modifications shall be approved by the Mayor and County Legislative Body
2. Provide maintenance of the grounds (cutting grass, landscaping, litter pick-up, parking lot, and striping).
3. Provide appropriate signage as approved by the Mayor and County Legislative Body.
4. No exterior storage units, buildings, structures or facilities are permissible without permission of the Mayor and County Legislative Body.
5. Exterior cigarette smoking is permissible in designated areas only as approved by the County Mayor.
6. Provide normal building supplies (paper products, bulbs, filters equipment, cleaning equipment and chemicals).
7. Building security system shall be activated at all times when the building is not occupied.
8. All kitchen equipment shall be installed and approved by the State Fire Marshal and food service areas inspected by the Department of Health if required.
9. Compliance with all local regulations including those building codes and property maintenance requirements adopted by the City of Clinton.

10. Continued compliance with the Americans with Disabilities Act including, but not limited to, parking, bathrooms, signage and unimpeded ingress/egress, to and through exterior or interior doors and entryways.
11. Seniors shall at all times comply with accounting and purchasing policies, procedures and requirements, including the processing of donations received by and through the Senior Center, ETHRA, Council on Aging and the Anderson County Senior Services not-for-profit organization (Secretary of State Control Number 000973372).
12. Pay utilities (water, gas, electric, waste disposal, phone/internet, security system).
13. Maintain exterior and interior in a well-maintained, clean and safe condition free of hazards to the general public and seniors.
14. Allow other Anderson County Government related entities to utilize the facility for conferences, meetings or events free of charge provided the event or conference does not conflict with scheduled senior activities. Outside agencies and entities not affiliated with Anderson County Government may utilize the facility subject to approval by the County Mayor and Legislative Body, pending a use and procedures policy created by the County Mayor and approved by the County Legislative Body. Reasonable rental fees may be imposed to outside agencies and entities subject to policies and procedures created by the County Mayor and approved by the County Legislative Body. All scheduling shall be approved and arranged through the Anderson County Mayor and all rental receipts and donations shall accrue to County General Fund and recorded in a designated cost center
15. Comply with any policies and procedures adopted by the Anderson County Mayor and Anderson County Legislative Body.
16. Seniors agree not to name the facility or any room or office therein, in honor or in memory of any person or sponsor, without two-thirds (2/3) majority approval of the County Legislative Body.

SECTION 4: Default.

In the event of default either Party may bring suit against the defaulting Party to enforce the terms of this M.O.U. provided that any alleged default is not cured by the defaulting Party after thirty (30) days written notice sent by the non-defaulting Party. The prevailing Party shall be entitled only to actual damages lost and any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

SECTION 5: No Oral Modification.

No modification, amendment, supplement to or waiver of this M.O.U. or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

SECTION 6: 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 7: Entire Agreement.

This M.O.U. 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 8: Severability.

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

SECTION 9: Cancellation.

This M.O.U. is subject to cancellation by the Legislative Body of the County or the Seniors with sixty (60) days written notice to the other Party.

SECTION 10: Exhibits

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

SECTION 11: Multiple Counterparts; Effectiveness.

This M.O.U. 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 M.O.U. contractual and binding on the other Party. This M.O.U. shall become effective when executed and delivered by all the Parties.

SECTION 12: 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 M.O.U. shall lie exclusively in such courts.

SECTION 13: Binding Effect.

This M.O.U. shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

SECTION 14: Choice of Law.

This M.O.U. shall be governed and construed in accordance with the laws of the State of Tennessee.

SECTION 15: Notice.

Any notice required or provided pursuant to this M.O.U. shall be in writing and sent or delivered to the Parties by return receipt U.S. Mail.

SECTION 16: 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 M.O.U. agreement.

SECTION 17: Assignment.

This M.O.U. shall be assignable only upon the written consent of the Anderson County Legislative Body. In the event of succession in office, the terms and conditions of this M.O.U. shall be binding upon the Parties and their successors.

SECTION 18: Further Documentation.

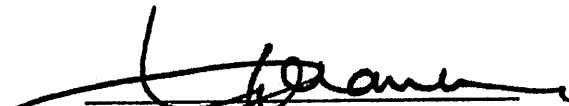
The Parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this M.O.U.


SECTION 19: Release and Hold Harmless.

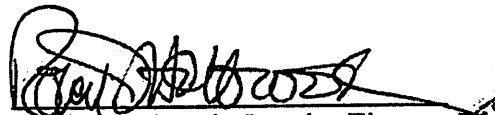
The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever associated with this MOU. Furthermore, the Parties agree to indemnify each other losses, damages or judgments rendered or caused by the negligent or intentional acts of the other Party. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

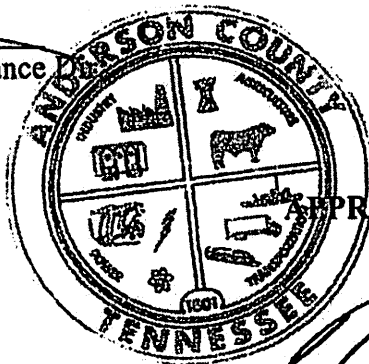
IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U. on the date identified above.

ACCEPTANCE BY ANDERSON COUNTY:


Terry Frank, County Mayor


Tracy Wandell, Commission Chair

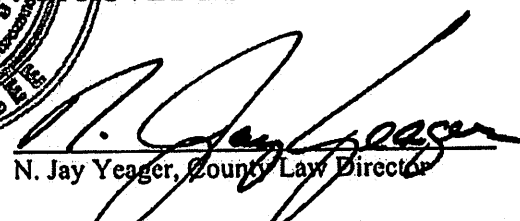

Robby Holbrook, Interim Finance Dir.



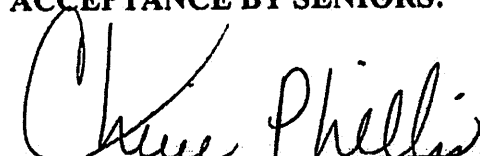
ATTEST:


Jeff Cole, County Clerk

APPROVED AS TO FORM:


N. Jay Yeager, County Law Director

ACCEPTANCE BY SENIORS:


Cherie Phillips, Senior Ctr. Director



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

August 5, 2020

Commissioner Tim Isbel
Chairman, Operations Committee

Dear Chairman Isbel and Honorable Members of Operations,

I wish to add the following items to the Operations Committee Agenda:

1. Authorization to allow the planting of a yellow rose bush on the courthouse grounds in honor of 100th Anniversary of the ratification of the 19th Amendment granting women the right to vote. Gwen Cole of the Clinch Bend Chapter, DAR has been a part of spearheading local efforts and an event has been planned for August 23, 2020 at the Courthouse. (Attached background on 19th Amendment)
2. Norris Lake Area Trail Sustainability & Connectivity Study: Mayor Frank and Tourism Director Stephanie Wells. Discussion of action items. (Attached Anderson County Action Plan)
3. Closures for Security: Discuss policy to address protocol for security closure.
4. Virtual Meetings: COVID-19 has introduced many firsts to government. I am recommending that we clearly define responsibilities for who is responsible for ensuring compliance with the law and making sure public is properly noticed just so we are all on the same page together and avoid glitches. (See attached sample)
5. Submission of Anderson County Animal Care & Control Vehicle Policy. For ACACC Officers Only. Requesting official motion of entry into the minutes. (See attached)

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", with a stylized flourish extending from the end.

Terry Frank

Women's Suffrage: Tennessee and the Passage of the 19th Amendment

Tennessee played a pivotal role in the passage of the 19th Amendment, which granted women the right to vote in 1920. By that summer, 35 of the 36 states necessary had ratified the amendment. Eight states had rejected the amendment, and five had not voted. Suffragists saw Tennessee as their last, best hope for ratification before the 1920 presidential election. Governor Albert H. Roberts called a special session of the General Assembly on August 9 to consider the issue. Pro-suffrage and anti-suffrage activists from around the state and the country descended on Nashville, intent on influencing the legislature.

Tennessee women played a vital role in rallying support for the 19th Amendment. Ann Dallas Dudley of Nashville, Abby Crawford Milton of Chattanooga, and Sue Shelton White of Jackson were prominent among those who fought to gain popular and legislative support for women's suffrage. Among the national suffrage leaders in Nashville that summer was Carrie Chapman Catt, president of the National American Woman Suffrage Association. The anti-suffrage movement also counted numerous Tennessee women among its leaders, including Josephine A. Pearson, a Monteagle educator who was president of the Tennessee State Association Opposed to Woman Suffrage and the Southern Woman's League for the Rejection of the Susan B. Anthony Amendment. Each of these women is represented within the collection.

The summer of 1920 was one of intense pro- and anti-suffrage activity in Nashville. After the resolution passed easily in the Tennessee State Senate, both sides lobbied furiously to secure votes in the state House of Representatives where the vote was extremely close. When young Harry T. Burn of Niota changed his vote to support ratification, he broke a tie in the House of Representatives and made history. The Tennessee General Assembly voted to approve the 19th Amendment to the United States Constitution on August 18, 1920. Opponents worked feverishly to rescind the ratification vote on constitutional technicalities. Some anti-suffrage legislators even fled the state in an attempt to prevent a quorum in the General Assembly. Their efforts failed, and on August 24, 1920, Governor Albert H. Roberts certified Tennessee's ratification of the 19th Amendment. Two days later, U. S. Secretary of State Bainbridge Colby issued a proclamation that officially declared the ratification of the 19th Amendment and made it part of the United States Constitution. Tennessee provided the 36th and final state needed to ratify this landmark amendment to the U.S. Constitution.

This initial collection focuses on pro- and anti-suffrage activity in Tennessee in 1920, primarily drawing from the papers of suffragist Carrie Chapman Catt, anti-suffragist Josephine A. Pearson, and Governor Albert H. Roberts. In addition to letters, telegrams, political cartoons, broadsides, and photographs, it contains three audio clips from an interview conducted in 1983 with Abby Crawford Milton. As the centennial of the ratification of the 19th Amendment approaches, we plan to add to this online collection, expanding the chronological and narrative scope.

External Link:

[Women's Suffrage: Tennessee and the Passage of the 19th Amendment](#)

ANDERSON COUNTY ACTION PLAN

The Norris Lake Area Trail Sustainability and Connectivity Study, from which this action plan is an excerpt, is a resource for local parks and communities as they explore the benefits associated with developing a sustainable and connected regional trail system.

As a regional destination nestled in the Appalachian Mountains of Eastern Tennessee, the Norris Lake Area benefits from natural and man-made features that provide recreational opportunities for a broad variety of users. With a rich history that is intertwined with the emergence of the Tennessee Valley Authority (TVA) and the development of Norris Dam along the Clinch River, the area offers residents and visitors much to learn, discover, and explore.

The area's multiple recreational areas combined with local destinations are assets for community members and anchors for tourism. Activities such as bicycling (mountain and on-street), hiking, camping, horseback riding, boating, and many more can currently be enjoyed throughout the area by users of varying ages and abilities.

Existing recreational assets lay the foundation to make the Norris Lake Area a regional recreation destination. The streets and trails

throughout the area provide access to natural features, such as Norris Reservoir, along with cultural and historical resources that are part of its legacy. Central to this Study is establishing a vision for comprehensive connectivity within and between recreational destinations. Increased connectivity provides choices for mobility between locations and allows the family camping to leave the car at the campsite and explore nearby restaurants or marinas on bicycles, the hiker to experience a variety of loops in a State Park, or a mountain biker to safely link multiple trail systems with a stop in a nearby community for a lunch break. The vision of the Norris Lake Area Trail Sustainability and Connectivity Study is to elevate the Norris Lake Area with additional recreational attractions that benefit public health and local economies.

Collectively, the regional and County-specific action plans detailed over the following pages will continue to build the Norris Lake Area as a regional outdoor recreation destination by leveraging the area's rich character and heritage. Strategies are provided for the region as a whole and for Anderson County specifically. Lastly, decision-making criteria for catalyst and ongoing funding priorities are outlined.

ANDERSON COUNTY ACTION PLAN

STRATEGIC ACTION ITEMS

- **Allocate catalyst funding** for new sidewalk connections to trailheads in the Watershed area and the implementation of bicycle parking at county parks and trailhead locations. **Commit annual funding to trail connectivity and amenities such as small grant program for businesses installing trail user amenities** (i.e., bicycle parking, water filling stations, bicycle repair stations). Annual funding could also be used to acquire easements for off-street trail connections within the County. It could also assist trail-oriented entrepreneurial businesses such as bike rentals, water taxis services between parks, or outdoor recreation retail/service shops.
- **Decide which departments should be represented on the regional steering committee** that will guide recommendations in this study to implementation.
- **Establish which department will be responsible for the operations and maintenance of bicycle facilities within the County.** This may be dependent on which entity owns the roadway. Collaboration with TDOT and municipalities within the County will be key to a well-maintained regional bikeway network.
- **Build the framework to make data-driven decisions** about mobility for people walking and bicycling. Use state tools to annually monitor and assess pedestrian- and bicycle-related crashes. Invest in the use of GIS, or other geospatial analysis systems, and train the appropriate staff on their use. Incorporate survey questions about trail use, bicycling, and walking into local planning efforts around transportation, recreation, tourism, or economic development.
- **Continue existing or develop new events and festivals that showcase the County's history and heritage.** Use events to further leverage the fall visitor season with events featuring fall foliage and Appalachian music and arts. Encourage athletic races/competitions (in applicable areas).
- **Continue strengthening regional partnerships** to collaborate on inter-jurisdictional trails, bikeways, and outdoor recreational programming efforts. Consider establishing partnerships with non-profits and community groups in the County, including but not limited to the key stakeholders highlighted on this page.
- **Explore the formation of tourism development fund** for projects in the County.
- Work with municipalities, small business administrations, and economic development departments to **develop tourism business assistance programs** (such as incubators) to support and assist tourism businesses.
- Have the Anderson County Planning Commission **formally adopt the bikeway routes recommended in this study.**
- **Add an exemption to Article III.A.14.E of the Subdivision Requirements** that allows land dedications for greenways or bikeways adopted by the Anderson County Planning Commission to exceed 10% of land area.
- **Consider requiring dedication or reservation of adopted bikeway alignments in new developments and along major roadways.** Consider providing a **fee-in-lieu option** for developers; this funding can go towards future bikeway development and maintenance. Also, consider providing **incentives** for developers to dedicate land.
- **Develop and adopt a County policy that encourages owners of property adjacent to parks to become a partner in trail development and maintenance.** Landowners who provide easements to trail-developing organizations could be given liability protection in the case that trail users are injured on their land. This ensures protection for individuals or organizations that are willing to provide multimodal connections and close gaps in systems.
- **Encourage municipalities in the County to adopt bicycle-friendly policies,** such as bicycle parking requirements and standards in local zoning codes.
- **Commit to celebrating strategic first wins with a public event.**
- **Develop action items businesses in the County can take to advance the region's position as a premier outdoor recreation destination.**
Example action items include:
 - Posting menus outside the building or on windows so that bicyclists or hikers can easily see them from the sidewalk.
 - Making sealable take-out containers available for easier takeout orders not being transported in a vehicle.
 - Selling basic biking and hiking gear, such as spare tubes, basic bike parts and tools, rain gear, packs and other wearables, and first aid kits.
 - Establishing paid shuttle services for trail users.
 - Providing stations where people can wash off their bikes after a day of muddy riding.
 - Provide boot cleaning stations outside restaurants and stores to encourage hikers to explore the community.
- **Explore a boat shuttle** from Sequoyah Marina and Norris Dam to Cove Creek Wildlife Management Area.

KEY STAKEHOLDERS

REGIONAL

- Campbell County
- Union County
- Tennessee Valley Authority
- Big Ridge State Park
- Norris Dam State Park
- The City of Norris
- The City of Clinton
- The City of Maynardville
- The City of Rocky Top
- Tennessee River Valley Geotourism
- Middle East Tennessee Tourism Council
- Clinch Valley Trail Alliance
- Appalachian Mountain Bike Club
- Friends of Norris Dam State Park
- Norris Lake Project Team
- TDOT

WITHIN ANDERSON COUNTY

- Norris Lake Community Foundation
- Anderson County Highway Department
- Anderson County Office of Planning and Development
- Anderson County Parks and Recreation Department
- Adventure Anderson County
- City of Norris
- City of Clinton
- City of Oak Ridge
- City of Rocky Top
- Town of Oliver Springs
- Norris Dam State Park
- Manhattan Project National Historical Park
- North Cumberland Wildlife Management Area
- Keep Anderson County Beautiful
- Keep Norris Beautiful
- Boy and Girl Scout Troops
- The Norris Lake Project
- Tennessee Citizens for Wilderness Planning
- Friends of Norris Dam State Park
- Tennessee Valley Authority
- TDOT
- Sequoyah Marina
- Stardust Marina
- Trout Unlimited - Norris Chapter

REGIONAL ACTION PLAN

STRATEGIC ACTION ITEMS

Establish a steering committee comprised of key regional partners to carry this study's recommendations into reality is central to success. This committee should formalize the roles and responsibilities of each partnering organization, as well as monitor regional progress toward plan recommendations and celebrate achievements.

The steering committee should work together to accomplish the following regional actions:

- **Conduct a market assessment and routine surveys** of park users and regional tourists. Use this information to prioritize regional and community-specific investments. Data from these analyses can also be used to strengthen future grant applications.
- **Establish cohesive branding** for the Norris Lake Area Trail System and **create a plan for disseminating branding to outdoor recreational partners** in the region who create promotional materials for their services (e.g., marinas, private campgrounds, tour guides, hotels).
- **Develop “Why Norris Lake?” promotional documents** targeted to specific user groups that highlight the opportunities and amenities the area has to offer—existing trails and opportunities for various skill levels, lake adventures, great dining venues, and places to stay—all conveniently located near other major trail systems and outdoor attractions. This package should include printed flyers and brochures that can be made available at outfitters, bike shops, races, and other recreational events around the region—particularly those within close proximity to the Norris Lake Area. The region (inside and outside of Eastern Tennessee) already has a flourishing selection of bike shops and outfitters. Reaching out to these retailers will spur interest in individuals and groups already rooted in the industry and with heightened motivation to explore new trails.
- **Establish a strong online presence by centralizing information and tourism resources on a single website** that contains information about all of the trails, and other recreational opportunities, in the area, as well as links to each park system's website. **A point-person should be dedicated** to maintaining webpages, highlighting events in the area, posting regularly, and answering any questions received through these platforms.
- **Partner with media sources** to advertise the Norris Lake Area to outdoor enthusiasts.
- Brainstorm creative partnerships and/or apply for grants to **create a brief and exciting promotional video** focused on outdoor recreation opportunities in the Norris Lake Area.
- **Incorporate branding into uniform wayfinding design and standards** to be adopted by local municipalities.
- Include **promotion and marketing of entrepreneurial businesses** related to trails in marketing materials.
- **Decide on the most appropriate location for a regional visitor center** or tourism hub. If multiple visitor centers will be established, the group should decide how they will supplement one another.
- **Collaborate on grant applications.** For each application, decide which partner(s) will be responsible for submitting. In addition, establish roles for other partner organizations to support grant application development.
- Utilizing existing trail and recommended on-street connections, **identify a route that links Norris Dam State Park to Loyston Point** and connects all three counties with a signed bicycle route.
- **Prioritize funding a multimodal trail** that connects communities throughout the region and can leverage TDOT support.
- **Commit to celebrating new trails** throughout the region regardless of geographic location or jurisdiction..

DECISION-MAKING CRITERIA FOR PRIORITIZING PROJECTS & PROGRAMS

When prioritizing projects for funding catalyst or ongoing projects, the following criteria should be considered. These criteria can be quantified based on what criteria each decision-making entity—whether at the municipal, County, or regional level—finds appropriate. Scores can be weighted to reflect criteria that are more important than others. Criteria selected for the prioritization of one-time funding for catalyst projects vs. ongoing funding for strategic regional investments may differ.

Catalyst funding is one-time support for projects or programs. This funding source often supports large-scale infrastructure projects that have a high return on investment (e.g., building bikeways, re-routing trails, creating a visitor center).

Ongoing funding is continued support for projects or programs. This funding source often contributes to the ongoing operations and maintenance of infrastructure (trails, bikeways, visitor centers, etc.) or continuing programming (e.g., website, marketing efforts).

POTENTIAL PRIORITIZATION CRITERIA

For each of the following categories, ask “will the project or program...?”

MARKETING

- Increase tourism visits and length of stays
- Leverage existing assets
- Reach potential visitors to the region
- Enhance the visitor/trail user experience

ECONOMIC DEVELOPMENT

- Increase jobs
- Strengthen the local economy
- Attract and retain business

COMMUNITY HEALTH & QUALITY OF LIFE

- Provide more opportunities for active living for people of all ages and abilities
- Increase the education, knowledge, and/or skills of residents
- Provide environmental benefits
- Increase safety

NETWORK COMPLETENESS (TRAIL OR ON-ROAD SYSTEMS)

- Provide an essential link in the proposed network (i.e., without this link the system could not be completed)
- Be important as a ‘standalone’ project
- Be a long-term element and potential future link in the system
- Sustain the system in the long-term

CONNECTIVITY & ACCESSIBILITY

- Increase mobility options between key regional destinations
- Increase access to key community destinations (e.g., schools, employment, retail or commercial areas, parks or recreational areas, residential neighborhoods)

REACH

- Benefit the entire region
- Benefit a target area within the region
- Contribute to regional goals

EASE OF IMPLEMENTATION

- Feasible
- Be ready for implementation or have the potential for advancement
- Have full agency and public support
- Require additional staff and resources

COST

- Contribute to lowered maintenance costs
- Reach the widest range of people per unit cost required for policy/program development (for non-capital projects)
- Realize multiple benefits
- Leverage public resources
- Be a good fit with goals of high priority funding opportunities
- Have a high return on investment

Anderson County, Tennessee

Board of Commissioners

RESOLUTION 20-04-812

RESOLUTION AUTHORIZING THE USE OF ELECTRONIC MEETINGS PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER 16 AND CONSISTENT WITH THE COMPTROLLER'S GUIDELINES

WHEREAS, on March 12, 2020, the Governor issued Executive Order No. 14 declaring a state of emergency and outlining reasonable measures to facilitate the response to COVID-19 outbreak (*See, Exhibit 1 - Executive Order 14*); and

WHEREAS, county governing bodies and the various committees, commissions, boards and sub-committees must continue to meet to carry out essential functions, including, but not limited to, annual budgets, purchasing acquisitions and all other important county business that cannot be delayed; and

WHEREAS, on March 20, 2020 the Governor issued Executive Order 16 waiving certain laws pursuant to the authority in Tenn. Code Ann. §58-2-107(e). Specifically, the Governor waived certain provision of the Tennessee Open Meetings Law codified at Tenn. Code Ann. §8-44-102. (*See, Exhibit 2 - Executive Order 16, Exhibit 3 - TCA §58-2-107 and Exhibit 4 - TCA §8-44-102*)

WHEREAS, Section 1 of Executive Order 16 states as follows:

As a reasonable measure to protect the safety and welfare of Tennesseans while ensuring that government business may continue in a manner that is open and accessible to the public, the provisions of Tennessee Code Annotated, Title 8, Chapter 44, Part 1, are hereby suspended to the extent necessary to allow a governing body, as defined in Tennessee Code Annotated, Section 8-44-102, to meet and conduct its essential business by electronic means, rather than being required to gather a quorum of members to be physically present at the same location, if the governing body determines that meeting electronically is necessary to protect the health, safety and welfare of Tennessee and in light of the COVID-19 outbreak, subject to the following conditions. (*Emphasis Added*)

- a. All governing body meetings conducted by electronic means under this Order shall remain open and accessible to public attendance by electronic means, as follows: Each governing body must make reasonable efforts to ensure that the public access to the meeting via electronic means is live access, but if the governing body cannot provide such live access despite reasonable efforts, the governing body must make a clear audio or video recording of the meeting available to the public as soon as practicable following the meeting, and in no event more than two business days after the meeting; and

- b. This Order does not in any way limit existing quorum, meeting notice, or voting requirements under law, and governing bodies are urged to provide the public with clear notice of the meeting agenda and how the public can access the meeting electronically at a time and location reasonably accessible to all members of the public; and
- c. The provisions of Tennessee Code Annotate, Section 8-44-108 (c) remain in effect; and
(See, Exhibit 5 - TCA §8-44-108(c))
- d. All such meetings shall be conducted in a manner consistent with Article I, Section 19 of the Tennessee Constitution. (See, Exhibit 6 - Tennessee Constitution Article 1 Section 19)

WHEREAS, in furtherance of Executive Order 16 the Comptroller has established guidelines for conducting government meetings by electronic means. (See, Exhibit 7 - Comptroller Guidelines and Exhibit 8 - Electronic Meeting Public Notice template); and

WHEREAS, consistent with Executive Order 16 and the Comptroller's Guidelines for Electronic meetings, the Anderson County Board of Commissioners desires to avail themselves to the authority established in Executive Order 16 and hold electronic meetings for county commission meetings and any board, commission, sub-committee or committee authorized by Tennessee law or local Resolution in order to protect the health, safety and welfare of our citizens and limit the spread of the COVID-19 virus.

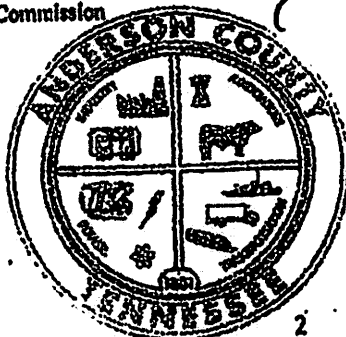
NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 20th day of April 2020 that in order to protect the health, safety and welfare of our citizens and members of our governing body, boards, committees, commissions and sub-committees, and in an effort to limit the spread of the COVID-19 virus, we therefore authorize electronic public meetings consistent with Executive Order 16 and the Comptroller's guidelines for holding electronic meetings.

BE IT FURTHER RESOLVED that all previously held electronic meetings subsequent to the issuance of Executive Order 16 on March 20, 2020 are covered under this Resolution and all actions approved are valid and enforceable.

APPROVED, DULY PASSED AND EFFECTIVE this 20th day of April, 2020.


Tracy Wendell, Chair, County Commission


Terry Frank, Mayor



ATTEST:


Jeff Cole, County Clerk

Anderson County Commission

(OR)

Any sub-committee

NOTICE OF (INDICATE REGULAR OR SPECIAL) MEETING

PLEASE TAKE NOTICE that the _____ County Commission has scheduled a meeting for
_____, 2020 at ____ AM/PM for the purpose of

[INCLUDE AGENDA HERE]

In accordance with the Governor's Executive Order No. 16 regarding limiting gatherings to prevent the further spread of COVID-19 and allowing public meetings to be conducted by electronic means, **THE MEETING WILL BE CONDUCTED WITH COMMISSIONERS PARTICIPATING ELECTRONICALLY** and can be viewed by members of the public at:

[INCLUDE INSTRUCTIONS ON VIEWING HERE]

Meeting electronically and limiting public access to the meeting is necessary to protect the public health, safety, and welfare in light of COVID-19. We hope to return to in-person meetings as soon as possible.

Posted: _____, 2020

For further information, please contact _____ at _____.

Exhibit 8

As an example, we can create a flow chart. I'll use NETRA as an example, but we can create a master form that has blanks to fill in the appropriate board/committee/entity.

Committee/Board/Entity: North East Tennessee Rail Authority (NETRA) Meeting

- Step 1: Chairman Frank determines if meeting will have in-person component or virtual only.
- Step 2: Chairman Frank will contact Annette Prewitt for location availability or other agency head for space. Space reserved. Chairman sets meeting date.
- Step 3: Chairman's designee, Leean Tupper, contacts IT for virtual meeting link with the established date and time.
- Step 4: IT sends details of virtual meeting to Tupper.
- Step 5: Tupper completes form required by Governor's Executive Order No. 16 and County Resolution No. 20-04-812 authorizing virtual meetings.
- Step 6: Tupper confirms in-person and virtual access details with Annette Prewitt for the county calendar.
- Step 7: Proper public notice is submitted by Tupper to meet a timeframe that will provide members of the general public with adequate public notice of the meeting, under the Tennessee Open Meetings Act. Notice will include virtual meeting instructions per recommendations of the State Comptroller.
- Step 8: Board members are mailed meeting details, including the virtual link.
- Step 9: The meeting's agenda notes the meeting location and virtual access information.

Subject: RE: County meeting public notices and COVID-19
Date: Thursday, April 9, 2020 at 9:30:21 AM Eastern Daylight Time
From: Jay Yeager <jyeager@aclawdirector.com>
To: Leean Tupper <ltupper@andersontn.org>
CC: Robby Holbrook <rholbrook@andersontn.org>

I think that would be adequate but my recommendation is more notice is always best. In the future and if we continue with electronic meetings, I would think the GoToMeeting information needs to be published in the newspaper for each meeting. That's what the Comptroller is recommending. Annette has the template that's easy to alter.

Thanks

NOTE: This email may contain PRIVILEGED and CONFIDENTIAL INFORMATION and is intended only for the use of the specific individual(s) to which it is addressed. You are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you received this email in error, please immediately notify the person named above by reply mail and delete this email message immediately.

From: Leean Tupper [mailto:ltupper@andersontn.org]
Sent: Thursday, April 09, 2020 9:24 AM
To: Jay Yeager
Cc: Robby Holbrook
Subject: Re: County meeting public notices and COVID-19

Jay,

I just posted the GoToMeeting information for Budget Committee to the county website's calendar. The link information is posted under the meeting description if one clicks on the "Budget Committee". Should I place the instructions elsewhere on the site as well?

Thanks,

-- Leean R. Tupper
Assistant to the County Mayor
Certified Public Administrator

Anderson County Government
100 North Main Street, Suite 208
Clinton, TN 37716-3617
Phone: (865) 457-6200
FAX: (865) 264-6270

From: "jyeager@aclawdirector.com" <jyeager@aclawdirector.com>
Date: Thursday, April 9, 2020 at 9:05 AM
To: Leean Tupper <ltupper@andersontn.org>
Subject: Re: County meeting public notices and COVID-19

I think that's an excellent idea. Thanks

From: LEEAN TUPPER <ltupper@andersontn.org>
Sent: Thursday, April 9, 2020 9:04:35 AM
To: Jay Yeager <jyeager@aclawdirector.com>
Subject: County meeting public notices and COVID-19

Good morning, Jay.

I'm going to post notices on the county website for electronic meetings for today's Budget meeting and Monday's Operations meeting. Should the electronic meeting notices also be posted somewhere in the Courthouse?

Thanks,

-- LEEAN R. TUPPER
Assistant to the County Mayor
Certified Public Administrator

Anderson County Government
100 North Main Street, Suite 208
Clinton, TN 37716-3617
Phone: (865) 457-6200
FAX: (865) 264-6270



Anderson County Animal Care & Control **Vehicle Policy**

The purpose of this Policy is to establish procedures for the use of drive-home vehicles for on-call Animal Care & Control Officers. This policy shall consist of the following numbered sections:

- I. Purpose
- II. Assignment of Vehicles
- III. Driver Responsibilities
- IV. General Regulations
- V. Restrictions for Vehicles
- VI. Compliance
- VII. Acceptance of Policy

I. Purpose

- A. The drive-home vehicle program calls for a vehicle to be assigned full-time to Anderson County Animal Control Officers subject to on-call response after hours. The drive-home vehicle provides the ability for immediate recall of personnel in times of emergency or for response for assigned duties that may occur during duty hours and after hours.
- B. Personnel will be held responsible for the care and general overall appearance of assigned drive-home vehicles.

II. Assignment of Vehicles

- A. The use of a county vehicle is to be viewed as a privilege and not an automatic fringe benefit or employment right. This privilege is subject to revocation any time an employee fails to properly care for the vehicle or to perform at a satisfactory level or at the discretion of the Director and County Mayor.
- B. The Director and the County Mayor shall determine those employees who, as needed for their job duties or assignment, are eligible for a drive-home vehicle.

- C. Drive-home vehicles shall only be issued to those employees who are required to respond after hours for an animal-related call initiated by Anderson County Dispatch.**
- D. The vehicle drive-home program is not mandatory. If an Animal Care & Control Officer elects not to drive a vehicle home, it should be parked at either the Anderson County Courthouse or Anderson County Shelter and be secured.**

III. Driver Responsibilities

- A. No personnel shall operate any county vehicle without a valid Tennessee driver's license. Any change in driver's license status should be reported immediately to the Director.**
- B. Each employee shall operate his vehicle in a safe, lawful, efficient and courteous manner and shall obey all laws. Personnel must abide by all traffic rules and state laws. Any infraction will result in review and possible termination of the drive-home privilege for that employee.**
- C. Any accidents, or damage to the vehicle, shall be reported immediately. When an employee is involved in an accident, either on or off duty, the following procedures are to be followed.**
 - The local police agency should be called to investigate the accident.**
 - The Director is to be contacted with the details of the incident.**
 - The appropriate forms must be filled out completely and faxed to Human Resources within 24 hours of the incident. The Director is to be notified of when the form was completed and faxed.**
- D. Anytime the vehicle is in use the operator and passengers are required to use the seatbelts. Removal or disabling the seatbelt mechanisms is prohibited.**
- E. Operating a county vehicle while consuming or within eight (8) hours of consuming alcoholic beverages shall be prohibited. At no time shall a county vehicle be driven while impaired or under the influence of alcoholic beverages or any type of medication.**

IV. General Regulations

- A. Only authorized personnel are permitted to operate or ride as a passenger in the vehicle. Temporary passengers are permitted provided they are riding for an Animal Care & Control purpose such as other Animal Care & Control personnel**

or county employees, or other persons required to ride as passengers for a legitimate reason. Citizen riders participating in the Ride-Along Program will also be permitted as passengers provided they have met the requirements.

- B. The vehicle will be legally parked in a prominent place when at the employee's home, locked and secured, or parked and locked at an authorized location.
- C. Unattended vehicles will be locked at all times. Keys shall not be left in the ignition.
- D. County vehicles are designed to provide immediate response when needed.
- E. All personnel shall exercise good judgment in utilizing their vehicles and shall not drive, use, or park their vehicles in such a manner that will cause unfavorable comment or reflect discredit on the department.
- F. Personnel will be responsible for the appearance and cleanliness of vehicles, both interior and exterior. The Director and/or County Mayor shall conduct random inspections for vehicle condition and cleanliness.
- G. There is to be no smoking inside of the vehicle at any time, by either a passenger or the operator of the vehicle.
- H. Employees are required to coordinate with Anderson County Fleet Services all maintenance, service, or repairs needed.
- I. Any neglect of vehicle cleanliness and maintenance will be reviewed by the Director for possible disciplinary action and/or loss of drive-home vehicle privileges.
- J. Accidents and/or damage to any assigned vehicle will result in review by the Director with possible termination of drive-home privileges and possible disciplinary action.
- K. Only authorized personnel shall perform maintenance, repair, instillation, or service to the vehicle or equipment, including radios, emergency lights, siren, etc.
- L. No equipment, including radios, emergency lights, or other such equipment shall be installed in vehicles without prior authorization from the Director or his designee.
- M. Drive-home privilege may be revoked or suspended by the Director if the employee is in violation of this policy or any other policy or for disciplinary reasons.

- N. The use of a drive-home vehicle shall not be construed by the member as a vehicle for commuting to and from work but is to be used as a vehicle to perform duties as an Anderson County Animal Care & Control Officer.

V. Restrictions of Vehicles

- A. Personnel on restricted duty status, injured on duty, or other duty that removes them from their daily assignment, shall not be allowed to operate the county vehicle except as authorized by the Director. Personnel off from work for extended periods for any reason shall park their assigned vehicle at the Anderson County Courthouse or at the Anderson County Animal Shelter.

VI. Compliance

- A. Any county vehicle used outside the restrictions of this policy may result in suspension or revocation of drive-home privileges of the employee as well as disciplinary action as determined by the Director. In addition, the employee shall personally incur liability for any actions while the vehicle is being driven outside this policy. Anderson County shall not be held liable for actions during such unauthorized utilization of a county vehicle.
- B. Vehicle use will be subject to audit by the Director or his designee.
- C. All employees shall be required to follow the rules, regulations, policies, and procedures of this general order, including any revisions, amendments or changes as of the effective date of revision.

VII. Acceptance of Policy

This Drive-Home Vehicle Policy shall be the policy of Anderson County Animal Care & Control Department and will be in effect unless revised, amended or changed. The rules, regulations, and procedures set forth in this policy are subject to change, addition, or deletion at any time at the discretion of the Director and County Mayor. Changes will be communicated to employees of Anderson County Animal Care & Control and continued use of a take-home vehicle will constitute acceptance of such changes.

Officer Signature

Date

Terry Frank, Anderson County Mayor

Date

Robby Holbrook, Interim Finance Director

Date

POLICY CREATION DATE: August 5, 2020

Professional Services Contract
(Water, Soil and Home Dust Sampling, Analyses and Reporting)

This Agreement is made on this the ____ day of _____, 2020 between Anderson County, Tennessee (hereinafter, "County") and Duke University, Inc. (hereinafter, "Consultant") and for good and valuable consideration the parties agree as follows:

Consultant Services. Consultant agrees to provide professional services to County in the form of: microscopic analysis of water, soil and dust gathered from consenting locations including, but not limited to, residences, business, parks and schools in the general vicinity of Claxton, Powell, Clinton and Oak Ridge communities of Anderson County, TN and complete analysis of said samples and report findings, results and recommendations to County consistent with the scope of work defined in *Exhibit 1*. Consultant must comply at all times with the Center for Disease Control (CDC) guidelines for limiting the spread of COVID-19.

Standard of Performance. Consultant agrees to perform the contracted services in a manner consistent with the applicable scientific standards for gathering, analyses and reporting microscopic sampling to County.

Term. The term of this agreement shall begin on the date last written below and terminate when the requested work is completed but no later than June 30, 2021.

Consultant Compensation. Consultant shall be paid by County for all services requested and rendered within thirty (30) days of invoicing from Consultant. The compensation to Consultant shall be one thousand, five hundred dollars and no/one hundredths (\$1,500.00) and payable in one lump sum. Consultant shall not receive additional compensation for travel, food and lodging.

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 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 at the following address:

For County:
Mr. Robby Holbrook
Finance Director
100 N. Main St., Room 210
Clinton, TN 37716
865-259-2311

For Duke University:
Avner Vengosh, Ph.D.
Professor of Geochemistry and Water Quality
Division of Earth and Ocean Sciences
Levine Research Center
P.O. Box 90328
Durham, NC 27708

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:

Print Name

Terry Frank, County Mayor

Signature

Tracy Wandell, Chair, AC Commission

Administrative Approval:

Date: _____

Date: _____

Approved as to Form:

N. Jay Yeager, County Attorney

Jay Yeager

From: Avner Vengosh, Ph.D. <vengosh@duke.edu>
Sent: Monday, July 27, 2020 3:27 PM
To: Jay Yeager
Cc: Catherine Denenberg
Subject: Re: Anderson County Sampling

Dear Mr. Yeager,

Below is a summary of the work to be performed. I hope that this is what you need.

Duke University PhD students Rachel Coyte and Zhen Wang will travel (separately) to Anderson County to conduct water, soil and home dust sampling from about 30 homes located near Bull Run coal plant. A list of homeowners that will participate in this study will be generated jointly with Commissioner Catherine Denenberg. Prior to the arrival, the PhD students will contact the homeowners by the phone/email to confirm that they agree to be part of the study. Duke students will also ask homeowners to provide a bag of their home dust as collected in the home vacuum cleaner. During the sampling, Duke students will collect water samples directly from the well and/or outside faucet as well as soil at the yard. We will ask the homeowners to provide the vacuum cleaner bag so the students will be able to pick them up. We will strictly keep social distancing and all of the sampling will be conducted outside the homes. Following the water, soil and home dust collection, we will process the samples and analyze them at Duke labs. We will measure the major and inorganic trace elements in the water, stable oxygen and hydrogen isotopes and if we find elevated levels of contaminants we will also measure boron and strontium isotopes to detect the water contamination sources. For soil we will measure the trace metals and radionuclides (radium and lead-210) distribution, and if high lead concentrations will be found, we will measure stable lead isotopes to detect the lead origin. For home dust we will measure the trace metals distribution and if needed also stable lead isotope ratios. Once the data will be generated we will report the results to each of the homeowners that were part of the study including the implications of the results (e.g., if the water quality exceeding state and national drinking water regulations). We will provide a short report to the Commissioner Catherine Denenberg with the results, implications, and recommendations for next stage of research if needed.

Best regards,
Avner

Avner Vengosh, PhD
Professor of Geochemistry and Water Quality,
Division of Earth and Ocean Sciences
Levine Science Research Center, Box 90328, Room A207, Duke University
Durham, NC 27708

Phones: office (919) 681-8050; Lab: (919) 681-0638; Fax (919) 684-5833
E-mail: vengosh@duke.edu

BULL RUN SOIL, WATER, AND HOME DUST PROJECT

RELEASE OF LIABILITY

Anderson County Commission is excited to announce a partnership with Duke University in a joint effort to collect and analyze the soil, water, and home dust of certain residences near Bull Run Steam Plant. As part of this program, students and/or faculty of Duke University may visit your home and property to collect these samples, with your permission. Students and/or faculty may ask for your used vacuum cleaner bags or contents in order to analyze your home dust. These students and/or faculty will be analyzing these samples at Duke University laboratories for certain contaminants or particulates which may be found in your soil, water, or home dust. The results of this analysis will be released to Anderson County Commission.

*****This program is provided by Anderson County at no cost to the individual residents and is completely voluntary*****

I, the undersigned resident(s), being of sound mind and lawful age, do(es) hereby and for my heirs, executors, administrators, successors, and assigns; release, acquit, indemnify and hold harmless, and forever discharge Anderson County, Tennessee (a governmental entity and political subdivision of the State of Tennessee) and its officials (appointed or elected), all its employees, contractors and subcontractors; and Duke University, its officials, faculty, students, employees, affiliates, contractors and subcontractors from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or which may accrue on account of the collection, analysis, compilation, interpretation, and/or release of results, and any and all related activities.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release is not a mere recital.

I/WE, THE UNDERSIGNED, HAS/HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND(S) IT, THIS ____ DAY OF _____, 2020.

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____