

**Anderson County Board of Commissioners  
Purchasing Committee Meeting Minutes  
November 8, 2021 at 4:30 p.m.  
Room 312 of the Courthouse**

**Members Present:** Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell.

**A. Contracts Approved by Law Director**

1. **Hallsdale Powell Utility District, Highway Department, Contract #22-0037** – Contract for the Highway Department to repave parts of Old Clinton Highway after Hallsdale Powell Utility District installs a water line.

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously.

**B. Contracts Pending Law Director Approval**

**C. New Business**

1. **Request to Surplus the following Capital Asset:**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2002 Chrysler Mini Van	Board of Education, Office of Technology	Does not run, must be towed	\$100

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

**D. Other Business**

1. **Winning Bid Amounts from the September capital asset surplus sales. Informational only, no action needed.**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2009 Ford Crown Victoria	Sheriff	Runs rough	\$200	\$994.37
2011 Ford Crown Victoria	Sheriff	Does not run, must be towed	\$200	\$569.75

2005 Ford Crown Victoria	Sheriff	Does not run, must be towed	\$200	\$602.00
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Katherine Ajmeri shared recent cost savings that the Purchasing Office was able to administer.

A savings of \$14,000 was realized after a sole source notification was posted on Vendor Registry for the purchase of the X-Ray scanner for the Detention Center. The Purchasing Office implemented the practice of publicly noticing sole source purchase over the bid threshold on vendor registry for transparency purposes a few years ago. These notices typically do not garner attention from competing vendors because the Departments' justifications are thorough and well documented. In this instance, another vendor did question the sole source decision. Although the justification still stood as correct after the vendor's points were addressed, the Department instead found a contract to piggy-back off of for their needed scanner.

Another savings in the amount \$45,820 was achieved after Geoff Trabalka and the Mayor reviewed itemized costs in the lowest bid for the Wolf Valley Convenience Center. They decided to pull out the fencing portion from the award and re-bid that part. Katherine commented to the Committee that Geoff Trabalka is very knowledgeable on the materials pricing for his projects.

#### **C. Old Business**

Instrument Prepared By:  
 John P. Valliant, Jr., Esquire  
 800 S. Gay Street, Suite 1650  
 Knoxville, Tennessee 37929

### **WATER SYSTEM IMPROVEMENTS CONTRACT**

This WATER SYSTEM IMPROVEMENTS CONTRACT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Anderson County, its successors and assigns**, (hereinafter "Anderson County"), and **Hallsdale Powell Utility District of Knox County, Tennessee**, a utility district organized and existing under the laws of the State of Tennessee, (Hereinafter "Hallsdale").

WHEREAS, Hallsdale is the provider of services in and along Old Clinton Highway in Anderson County, Tennessee; and

WHEREAS, Anderson County is the owner of certain property where the project will take place along the road and roadside of Old Clinton highway to Stanley Road in Anderson County, Tennessee; and

WHEREAS, the project known as Projects B, W, and Y water system improvements Old Clinton Highway to Stanley Road, of which Hallsdale intends to install a water line within and underneath the road on Old Clinton Highway on Anderson County's right-of-way; and

NOW THEREFORE, in consideration of the covenants and other conditions stated herein and above the parties agree as follows:

1. Hallsdale intends to install a waterline approximately between Stanley Road and Clinton Highway on the road portion of Old Clinton Highway.
2. Hallsdale or its designated contractor shall Saw- Cut an area of Old Clinton highway the length and width necessary to install the waterline and shall be responsible for the removal and disposal of the old concrete roadway.
3. Hallsdale is responsible for adding a stone base of appropriate depth to provide a suitable paving base.
4. Hallsdale shall complete its responsibilities under this contract within 30 days of the date of its signing.
5. Anderson County is responsible for paving the road within 60 days of Hallsdale finishing the stone base.

6. Each party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
7. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.
8. All provisions of this Agreement shall run with and burden the properties that are subject to this Agreement.
9. This agreement contains the entire Agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under the law. In the event that any aspect of the Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under law.
11. Each Party expressly consents and submits to the exclusive jurisdiction and exclusive venue of the State of Tennessee. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdictions or venue.
12. This Agreement shall be signed on behalf of Anderson County by Terry Frank, Mayor of Anderson County and Gary Long, Superintendent of Anderson County, and on behalf of Hallsdale Powell Utility District of Knox County, Tennessee, Darren Cardwell, General Manager of Hallsdale Powell Utility District of Knox County, Tennessee, and effective as of the date first written above.

WITNESS the execution and delivery of this Agreement in Anderson County, Tennessee, on the day and year first above written.

**HALLSDALE POWELL UTILITY DISTRICT OF KNOX COUNTY, TENNESSEE**

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

**DARREN CARDWELL  
GENERAL MANAGER,  
HALLSDALE POWELL UTILITY DISTRICT  
OF KNOX COUNTY, TENNESSEE**

**ANDERSON COUNTY**

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

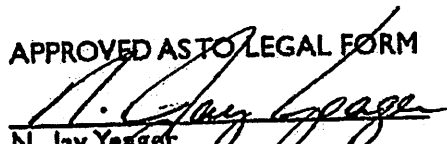
**TERRY FRANK  
ANDERSON COUNTY MAYOR  
ANDERSON COUNTY TENNESSEE**

**ANDERSON COUNTY**

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

**GARY LONG  
ANDERSON COUNTY SUPERINTENDENT  
ANDERSON COUNTY TENNESSEE**

APPROVED AS TO LEGAL FORM

  
N. Jay Yeager  
Anderson County Law Director

**STATE OF TENNESSEE  
COUNTY OF ANDERSON**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **DARREN CARDWELL, General Manager, Hallsdale Powell Utility District of Knox County, Tennessee**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF ANDERSON**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared, **TERRY FRANK, MAYOR OF ANDERSON COUNTY TENNESSEE**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF ANDERSON

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared, **GARY LONG, HIGHWAY SUPERINTENDENT OF ANDERSON COUNTY TENNESSEE**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to [Surplus@andersontn.org](mailto:Surplus@andersontn.org)

OOT

(Department) \_\_\_\_\_

requests to surplus property as detailed below.

  
Signature of Department Head/Elected Official

10/7/2021

Date

Asset Tag Number (N/A if no Tag).	Property Description (Vehicles - list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
NA	2002 Chrysler Minivan	2B4GT44L32R695601	<i>unknown, dead battery</i>
			<i>mileage unknown</i>

Attach additional sheet(s) if necessary.

## Property Disposition Method (check applicable box)

<p><b>Internet Auction</b></p> <p>Fund #: _____</p> <p>Fund Description: _____</p> <p>(Attach photos of item(s) to record)</p>	<p><b>Purchasing Office Use Only</b></p> <p>Govdeals ID#: _____</p> <p>Date: _____</p> <p>Sale Amount: \$ _____</p> <p>Date removed from Asset Listing: _____</p>
<p><b>Transfer Property</b></p> <p>To: _____</p> <p>(Department)</p> <p>Signature of Receiving Department Head/Elected Official _____ Date _____</p>	
<p><b>Trade In</b></p> <p>Purchase Order Number of Trade in: _____</p>	
<p><b>Stolen or Lost</b> (Attach copy of Police Report)</p>	
<p><b>Property Destroyed</b> (Attach explanation)</p>	

Received by Purchasing Office: \_\_\_\_\_  
(Date)

Deputy Purchasing Agent Signature: \_\_\_\_\_



# Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____																	
<b>Short Description:</b> Year <u>2002</u> Make <u>Dodge</u> Model <u>Caravan</u>																			
<b>VIN:</b> <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr> <td>2</td><td>B</td><td>4</td><td>G</td><td>T</td><td>4</td><td>4</td><td>L</td><td>3</td><td>2</td><td>R</td><td>6</td><td>9</td><td>5</td><td>6</td><td>0</td><td>1</td> </tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			2	B	4	G	T	4	4	L	3	2	R	6	9	5	6	0	1
2	B	4	G	T	4	4	L	3	2	R	6	9	5	6	0	1			
<b>Odometer:</b> <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table> <input type="checkbox"/> Miles <input type="checkbox"/> Kilometers    Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N: _____																			
<b>Long Description:</b> This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input checked="" type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> <u>  L, V  </u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid <b>Engine Condition:</b> <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> is in unknown condition <b>Repairs needed:</b> _____ This vehicle was maintained every <u>7,000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles <b>Date Removed From Service:</b> <u>2019</u> <b>Maintenance Records:</b> <input type="checkbox"/> Available <input checked="" type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <b>Speed Condition:</b> <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input checked="" type="checkbox"/> Is Unknown Condition <b>Repairs Needed:</b> _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive <b>Condition:</b> _____																			
<b>Exterior:</b> Color: <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings    Tire Condition: <u>Holds Air</u> Tread: <u>25%</u> #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: <u>Paint is Peeling</u> Decals: {None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input checked="" type="checkbox"/> There are no holes																			
<b>Interior:</b> Color <u>Gray</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>None</u> Damage to Dash/Floor: <u>None</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input checked="" type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input checked="" type="checkbox"/> Unknown) <input type="checkbox"/> No AC    Air Bags: <input type="checkbox"/> Driver's Side <input checked="" type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
<b>Location of Asset:</b> _____ <b>For more information contact:</b> _____ <b>Reminder:</b> Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

## Vehicle Service History Report

ACTV

2002 Dodge Truck Grand Caravan 3.8 L 230 CID V6, Tag:GW6058, Vin:2B4GT44L32R695601

Original Date	Type	Repair Order Number	Reference	Invoice Amount	Invoice Date	Odometer In	Odometer Out
9/9/19	Invoice	7455		\$130.40	9/9/19	144485	144485

Labor Item	Category	Tech	Description
ProDemand		AS	WINDOW REGULATOR Remove &

Parts Mfg	Item	Description	Category	Qty	UOM	Condition
-	741823	LEFT SIDE WINDOW REGULATOR		1		New

Original Date	Type	Repair Order Number	Reference	Invoice Amount	Invoice Date	Odometer In	Odometer Out
10/15/18	Invoice	6393		\$296.37	10/17/18	143250	143250

Labor Item	Category	Tech	Description
ProDemand		TD	A/C COMPRESSOR Remove & Replace

DOES NOT include Air Conditioning System recover, evacuate and/or recharge.

Parts Mfg	Item	Description	Category	Qty	UOM	Condition
-	6511634	COMPRESSOR		1		New
-	R134A	REFRIGERANT		1	LB	New
		2.87 LBS				

Original Date	Type	Repair Order Number	Reference	Invoice Amount	Invoice Date	Odometer In	Odometer Out
1/23/18	Invoice	5384		\$144.10	1/31/18	141217	141217

Labor Item	Category	Tech	Description
TIRE MOUNT	TIRE	JT	MOUNT AND BALANCE TIRE

Parts Mfg	Item	Description	Category	Qty	UOM	Condition
-	2156516	GOODYEAR TIRE		4		
		291.92 SPECIAL ED TIRE PO 57382				
-	603069	COOLANT RESERVOIR		1		New

Original Date	Type	Repair Order Number	Reference	Invoice Amount	Invoice Date	Odometer In	Odometer Out
1/5/18	Invoice	5325		\$60.38	1/5/18	0	0

Parts Mfg	Item	Description	Category	Qty	UOM	Condition
-	SERVICE CALL	SERVICE CALL		1		
		APRIL CALLED AND SEE IF WE WOULD AIR UP THE TIRE SO IT WOULDN'T BE SITTING ON THE RIM				

**Anderson County Motor Pool**

Date Printed 10/08/2021

## Vehicle Maintenance History Report

VIN:	2B4GT44L32R695601	Department:	SPECIAL EDUCATION
Registration:	GW6058	Permit #:	
Manufacture Date:	04/01/2002	Unit #:	
Make/Model:	DODGE, GRAND CARAVAN	Date Added:	06/20/2011
Color:	WHT	Mileage When Acquired:	100,121
Year:	2002		

## Notes:

Date	Cost	Hrs	Mileage	
03/28/2012	\$110.04	3.0	110,550	RESTORED HEADLIGHTS, RECHARGED AC SYSTEM 2PUNDS 14 OZ, REPLACED RIGHT SIDED WINDOW REGULATOR AND MOTOR
12/29/2011	\$5.00	1.5	109,323	PULLED DENT OUT OF BUMPER, CHECKED RIGHT REAR NO LEAK, REPLACED DASH BULB
12/19/2011	\$63.07	2.0	109,322	OIL SERVICE, FRONT AND REAR BRAKE PADS,
11/02/2011	\$6.46	0.5	106,773	PASSENGER SIDE HEAD LIGHT
10/03/2011	\$79.58	1	105,606	OXYGEN SENSER, OIL SERVICE
08/19/2011	\$356.04	2	103,564	ABS MOTOR
08/04/2011	\$35.00	2	103,202	REPAIR AC, REPLACED FUSE & 3LBS 134A













