
Anderson County Board of Commissioners

Regular Agenda Monday, July 18, 2022 @ 6:30 p.m.

1. **Call to Order / Roll Call**
2. **Prayer / Pledge of Allegiance**
3. **Appearance of Citizens**
4. **Approval and Correction of Agendas**
 - Consent Agenda
 - Regular Agenda
5. **Public Hearing Report**– by Vice-Chairman Vowell
6. **Committee Reports**
 - Purchasing Report – by Robby Holbrook, Finance Director
 - Finance Report – by Robby Holbrook, Finance Director
 - Budget Report – by Robby Holbrook, Finance Director
7. **Director of Schools** – No Report
8. **County Mayor** - Any Questions from commission.
9. **Law Director**
 - A. Contract Approvals
 - B. Anderson County Zoning Violations
 - C. Delinquent Taxes
 - D. Lawsuit Update
 - E. Other
 1. Anderson County Emergency Management Services Medical Director Contract Amendment (Pending Review by Director Sweet)
 2. Resolution to create the Anderson County Animal Care Advisory Committee (Needs Commission Approval).
 - F. Authority to institute foreclosure (Needs Commission Approval).
10. **Committees/Boards Reports**
 1. Operations Committee Report – by Chairman Isbel
11. **New Business**
12. **Old Business**
13. **Adjourn**

Respectfully Submitted
Joshua Anderson, Chairman

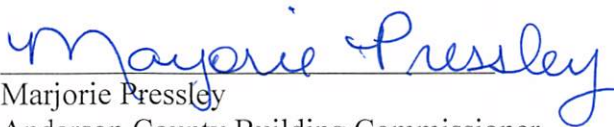


ANDERSON COUNTY GOVERNMENT

Legal Notice of Public Hearing

Published in Compliance with TCA § 13-7-105 (b)

The Anderson County Board of Commissioners will hold a Public Hearing on July 18, 2022 in Room 312 of the Anderson County Courthouse, 100 N. Main Street, Clinton, Tennessee, to consider an amendment to the “Anderson County Zoning Resolution” to include the rezoning of the property at 116 Lewallen Hollow Lane, Clinton, Parcel 016.00 Tax Map 065E Group A from A-2 (Rural-Residential District) to C-1 (General Commercial District). A copy of the proposed zoning amendment is available at the Office of Planning & Development at the Courthouse.


Marjorie Pressley
Anderson County Building Commissioner

WHEREAS, the Anderson County Regional Planning Commission has reviewed and made recommendations regarding the proposed amendment of the “Zoning Resolution of Anderson County, Tennessee,” in accordance with Tennessee Code Annotated § 13-7-105 (b).

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Board of Commissioners does hereby amend the Anderson County Zoning Resolution.

This resolution shall take effect immediately after its notification and passage, the public welfare requiring it.

Josh Anderson, Chairman

ATTEST:

Jeff Cole, County Clerk

DATE: _____

**Anderson County Board of Commissioners
Anderson County, Tennessee**

RESOLUTION NO. 22-07-933

A RESOLUTION AMENDING THE “ZONING RESOLUTION OF ANDERSON COUNTY, TENNESSEE” BY REZONING PARCEL 016.00; ANDERSON COUNTY TAX MAP 065E GROUP A FROM A-2 (RURAL-RESIDENTIAL DISTRICT) TO C-1 (GENERAL COMMERCIAL DISTRICT)

WHEREAS, the Anderson County Commission, in accordance with Section 13-7-105 of the Tennessee Code Annotated, may amend the zoning resolution and the “Zoning Map of Anderson County, Tennessee”; and

WHEREAS, the Anderson County Regional Planning Commission has forwarded its recommendation to the Anderson County Commission regarding the amendment to the “Zoning Map of Anderson County, Tennessee.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners of Anderson County, Tennessee, meeting in regular session on the 18th day of July, 2022, in Clinton, Tennessee, that:

SECTION 1. The Zoning Map of Anderson County, Tennessee, is hereby amended by rezoning Parcel 016.00; Anderson County Tax Map 065E Group A from A-2 (Rural-Residential District) to C-1 (General Commercial District). Said territory located at 116 Lewallen Hollow Lane, Clinton; and being more clearly defined by the attached map that is made part of this resolution.

SECTION 2. This resolution shall be effective from and after its passage and publication, as required by Section 13-7-105(b) of the Tennessee Code Annotated, the public welfare requiring it.

ADOPTED this _____ day of _____, _____.

Josh Anderson, Chairman

Terry Frank, County Mayor

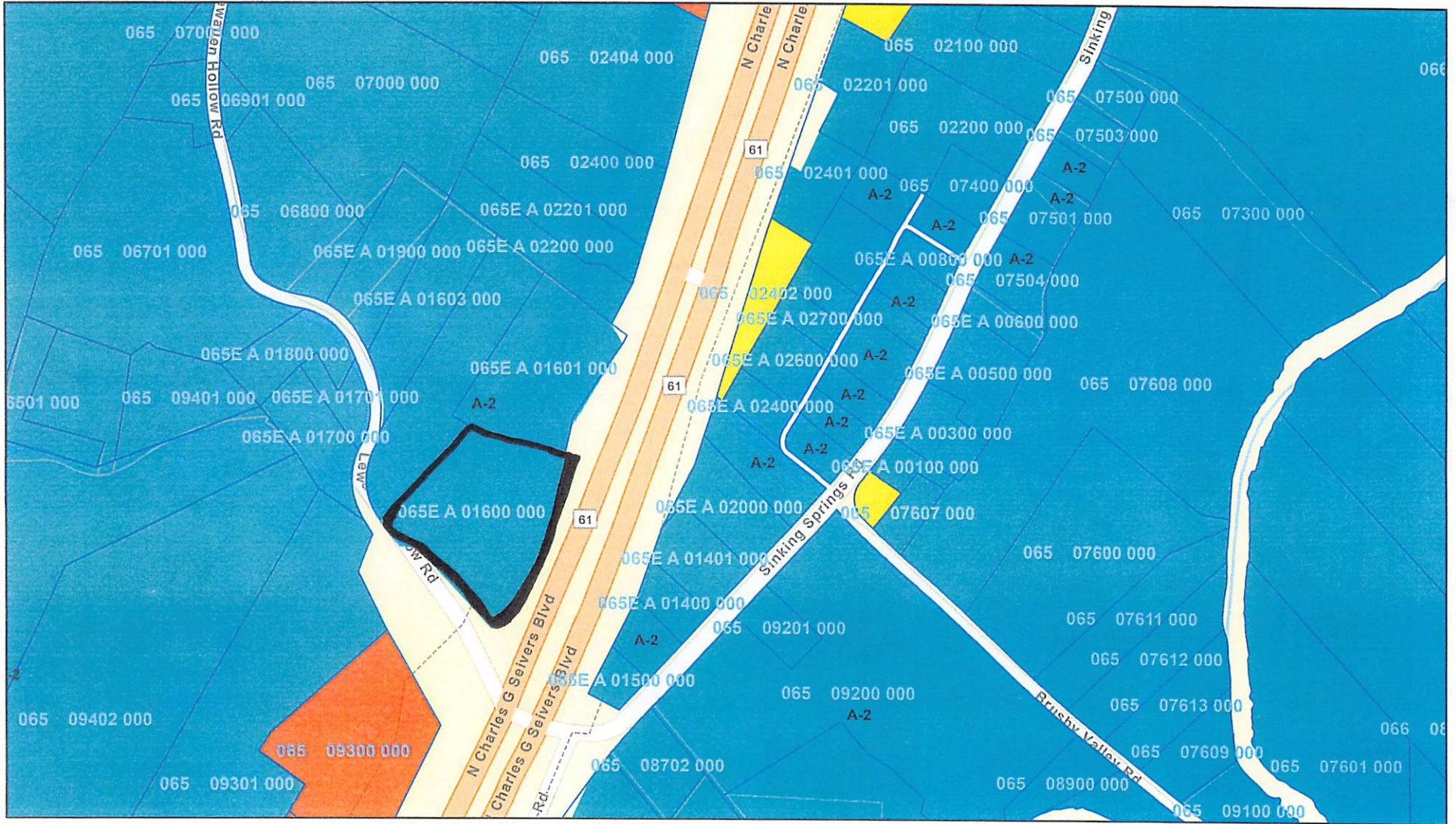
Public Hearing Held: _____

Resolved and Approved: _____

ATTEST:

Jeff Cole, County Clerk

Lewallen Hollow Ln



6/1/2022, 9:44:13 AM

Zoning 1.14.22

- A-2
- Parcels
- CITY
- C-1
- County Boundary

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
July 11, 2022
4:30 p.m.
Room 312 of the Courthouse**

Members Present: Tim Isbel (Committee Chair), Steve Mead and Phil Yager.

Members Absent: Catherine Denenberg and Denver Waddell.

A. Contracts Approved by Law Director

1. **Miller Legal Partners PLLC**– Retention Agreement for Legal Services. County Commission authorized Chairman Anderson and Jay Yeager, Law Director to seek outside counsel in the Harber case.

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

B. Contracts Pending Law Director Approval

C. Other Business

D. New Business

E. Old Business

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
July 11, 2022
4:30 p.m.
Room 312 of the Courthouse**

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

A. Contracts Approved by Law Director

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B. Contracts Pending Law Director Approval

C. Other Business

D. New Business

E. Old Business



MILLER LEGAL PARTNERS PLLC
CREATIVE | TENACIOUS | SOLUTIONS

June 22, 2022

Via Email

Jay Yeager
101 South Main Street, Suite 310
Clinton, TN 37716
jyeager@aclawdirector.com

Anderson County, Tennessee
c/o Jay Yeager, Law Director
100 North Main Street
Clinton, TN 37716
jyeager@aclawdirector.com

Anderson County Board of Commissioners
c/o Jay Yeager, Law Director
100 North Main Street
Clinton, TN 37716
jyeager@aclawdirector.com

Re: Retention Agreement for Legal Services

Dear Mr. Yeager, Anderson County, and Anderson County Board of Commissioners,

Thank you for retaining Miller Legal Partners PLLC and its attorneys (collectively the "Firm") to represent Jay Yeager, Anderson County, Tennessee, and the Anderson County Board of Commissioners (collectively, "Client") in regard to *State of Tennessee ex rel. Thomas Michael Miller et al. v. Anderson County, Tennessee et al.* pending in the Chancery Court for Anderson County, Tennessee (Case No. 22CH4214).

The purpose of this letter is to confirm our engagement as counsel for Client and to provide you with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. By signing this retention letter, you on behalf of Client agree to all terms set forth herein and in our standard terms and conditions (the "Terms and Conditions") attached to the end of this retention letter.

The Firm's engagement will be terminable at will by either of us, subject to payment of all fees for services performed and expenses and costs incurred and/or advanced through the date of termination.

I will be the attorney responsible for handling this matter. My standard hourly rate is US\$450 per hour. As a courtesy, I will reduce that rate to US\$300 per hour. As necessary and appropriate, I will be assisted by one or more members, associates, or paralegals of the Firm. Their courtesy rates range from US\$100 per hour (paralegal) to US\$250 per hour (associate). Our rates are subject to increase in the ordinary course of our practice, but for this matter, we will not raise our rates any earlier than eighteen months from June 22, 2022.

This letter is a summary of the terms of engagement that will apply to our representation in addition to the Terms and Conditions. Please review this letter and the terms and let me know if you have any questions. All invoices for services and expenses are due within 15 calendar days of the date of the invoice. Invoices not paid within 15 calendar days shall be subject to a late payment fee of 1.5% of the invoiced amount per month until the balance of the invoice and late payment fee(s) are paid in full plus any costs of collection (including attorneys' fees, expenses, and costs). We reserve the right to terminate services if any invoice is not timely paid, as stated above.

Our Firm usually requires a retainer ("Initial Retainer"), but we will not require an Initial Retainer at this time. If we do request an Initial Retainer in the future (due to failure to timely pay bills or the need for significant upcoming expenses),

the Initial Retainer will be held until our final bill to you but will be applied to any outstanding invoice that is not paid within 15 days of a particular invoice due date. If that occurs, Client will be required to fully replenish the Initial Retainer before further work is undertaken. The Initial Retainer and any replenishment of the Initial Retainer may be paid via check, cash, credit card at <https://www.millerlegalpartners.com/clients/#payinvoice>, or wire/ACH transfer:

To: Pinnacle Bank, 150 3rd Avenue South, Nashville, TN 37201
Phone: 1-615-743-8205
Routing, Transit, ABA: 800106757107
For Credit to Account Number: 1637-2240
IOLTA Account
214 Overlook Circle – Suite 275
Brentwood TN 37027

Please note that we do not accept payments via credit card over US\$5,000. Client is responsible for all fees associated with credit card or ACH transactions.

For this matter, should significant expenses (\$1,000 or greater) arise, you agree to prepay for those expenses upon reasonable prior notice to you. Examples of such expenses include, but are not limited to, expert witness fees and trial exhibit fees.

Although you are retaining me to represent all of you, to the extent there is ever a question as to whether I represent one or more of you individually, you expressly waive any conflict of interest pertaining to our representation of all of you. The work involved in our representation of all of you should not impact my ability to provide competent and diligent representation; the representation is not prohibited by law; the representation does not involve the assertion of a claim by one of you against another; and if any of you are concerned that there is a conflict, you should obtain independent counsel to so advise you. By signing this Agreement, you agree to waive any conflict of interest that may be created by Miller Legal Partner PLLC or its attorneys by representing all of you in this matter. If you are concerned in any way by this waiver, I encourage you to obtain independent counsel before signing. If you believe that a potential or actual conflict between both of you has arisen at any time during our representation of you, you agree to immediately inform me as soon as you are aware of the potential or actual conflict.

By signing this letter, the below signers for Anderson County, Tennessee, and the Anderson County Board of Commissioners represent and warrant that they are signing the letter on behalf of Anderson County, Tennessee, and the Anderson County Board of Commissioners, have the authority and authorization to retain the Firm and its attorneys on behalf of the Anderson County, Tennessee, and the Anderson County Board of Commissioners. Anderson County, Tennessee, and the Anderson County Board of Commissioners also represent that they have complied with all laws and taken all steps necessary to lawfully retain the Firm and its attorneys in this matter. Should that later found not to be accurate, the signers and Anderson County, Tennessee, and the Anderson County Board of Commissioners agree to, jointly and severally, indemnify, defend, and hold harmless the Firm and its attorneys and staff for any damages, attorneys' fees, and expenses that may arise from a claim related to lack of authority and/or authorization and/or failure to comply with all laws and necessary steps.

If the terms described above and in the enclosed Terms of Engagement are agreeable to you, please so indicate by signing the enclosed copy of this letter, initialing each page of the Terms and Conditions, and returning a copy of the signed letter and initialed Terms and Conditions to me via email. We will not begin work on the matter until the letter is signed and the Terms and Conditions initialed.

We are grateful for the opportunity to work with you.

Sincerely,

Miller Legal Partners PLLC

/s/ Samuel F. Miller

Enclosures: Terms and Conditions

Agreed to by:

Jay Yeager

Date: _____

Anderson County, Tennessee

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Anderson County Board of Commissioners

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

PRIVILEGED AND CONFIDENTIAL

Thank you for the opportunity for Miller Legal Partners PLLC (the "Firm") to serve as your legal counsel. These terms are incorporated by reference and included in the retention letter (the "Retention Letter") that sets forth the relationship between you (the "Client") and the Firm.

1. CONDITIONS. This Agreement will not take effect, and the Firm will take no action on behalf of the Client until the Client returns a signed copy of the Retention Letter and pays the Initial Retainer (advanced fee) required by the Retention Letter and section 5 of this Agreement.

2. SCOPE OF SERVICES. Client hires the Firm to the scope of service set forth in the Retention Letter. So that we may avoid any conflict of interest, we request that you disclose to us all corporations, persons, and entities that may have, or may acquire, an interest in this matter. If this information changes, please let us know immediately.

The Firm will provide those legal services reasonably required to represent Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. The Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

Under this Agreement, we represent only the Client and not any other related entity, including corporate parent, subsidiary, or affiliate, or any of your officers, directors, or employees. Further, we establish an attorney-client relationship only with the Client. If any other corporate entities or individuals wish to retain our legal services, they may do so by a separate agreement.

3. CLIENT. The Firm is representing the Client only in this matter. Client understands it and any third party who may be assisting Client financially, emotionally or otherwise in this matter, that lawyer's duty is to act in the best interest of the Client, and lawyer cannot share information about Client's case with anyone other than Client without express permission.

4. RESPONSIBILITIES OF THE PARTIES. Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay the Firm's bills on time. Further, while it is impossible to predict the course of a representation, it may be necessary for the Firm to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and detrimentally affect the outcome of the case. Accordingly, Client agrees to keep the Firm informed of Client's current address, telephone number and whereabouts. If Client leaves town, for example, to travel on business or vacation, Client agrees to notify the Firm before leaving of the expected duration of the trip and how Client may be contacted in the meantime.

5. RETAINERS; HOURLY FEES

(a) **Retainers.** Unless otherwise set forth in the Retention Letter, Client agrees to pay the Firm an Initial Retainer (as defined in the retention letter) upon execution of this Agreement and a subsequent retainer as may be set forth in the retention letter. The Initial Retainer deposit and any future fee deposit will be held in a trust account. If the Initial Retainer is not paid on or before the above date, you agree that our Firm may move to withdraw from representation of Client without prior notice to you. These retainers will be applied to monthly invoices if the monthly invoice is not paid within 15 days and by entering into this Agreement, you agree to such application from the trust account. At the completion of this engagement (including any post-judgment and appellate matters) or the termination of our relationship, this amount will be applied to any outstanding invoices and/or unbilled time and expenses. If there is an amount left after such application, the remaining amount will be refunded. Client acknowledges that the fee deposit is not an estimate of total fees and costs, but merely an advance for security.

If the Initial Retainer deposit is depleted, the Firm reserves the right to receive further reasonable fee deposits. When a trial or arbitration date is set, Client agrees to pay all sums then owing and fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees and court costs or arbitration fees, expert witness fees, and other costs likely to be assessed.

Client agrees to pay all fee deposits after the initial fee deposit within 15 days of being requested by the Firm. Any unused fee deposit at the conclusion of the Firm's services will be refunded to the Client.

(b) Hourly Fees. Client agrees to pay all invoices from the Firm for fees, costs, and expenses upon receipt of invoice. Billing statements detailing the fees, costs, and expenses will be sent monthly to the Client but in no event shall the failure to send out a monthly billing statement constitute a waiver of any fees, costs, and expenses due. When billing statement carries a balance due from a prior month, Client shall pay the balance due in full within 10 days after the date of such statement. If such balance due remains unpaid for more than 60 days, Client agrees that interest at an annual rate of 18% (or the maximum rate permitted by law) shall be charged, accrued, and added to the unpaid balance starting with the initial invoice date and applied to the remaining amount due until fully paid.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at the Firm's prevailing rates for all time spent on Client's matter by the Firm's legal personnel. Unless otherwise set forth in the Retention Letter, the Firm's prevailing rates are subject to change on January 1st of each year.

The time charged will include the time the Firm spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, if the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.

7. COSTS AND EXPENSES

(a) In General. The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long-distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items.

Any third-party costs, expenses, or fees above \$1,000 shall be paid directly by the Client to the vendor, court, consultant, expert witness, mediator, arbitrator, or other similar party that incurred such cost, expense, or fee.

(b) Out of Town Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by the Firm's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client authorizes the Firm to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in the Firm's judgment. Client agrees to pay such fees and charges. The Firm will consult with client on the selection of any expert witnesses, consultants, etc., to be hired and their charges.

(d) Fees and Costs Awarded or Assessed by the Court. Additionally, Client understands that as the matter proceeds to trial, Client may be required to pay fees and/or costs to other parties in the action and/or court fees assessed by the Court. Any such payment will be entirely the responsibility of Client, which is agreed to be paid by the Client within 30 days of the fees assessed by the Court or awarded to the other parties. If Client refuses to pay fees or costs assessed or awarded by the Court within 45 days after any those fees are due (including after time to appeal those costs or fees assessed or awarded by the Court), the Firm may withdraw from the matter without Client's consent.

8. BILLING STATEMENTS. The Firm will send Client monthly statements for fees and costs incurred. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be identified by item and amount. If the Client objects to any charges against the fee deposit, Client agrees to notify the Firm within 5 days. When statement carries a balance due, Client shall pay the balance due in full within 10 days after the date of such statement. If such balance due remains unpaid for more than 60 days, Client agrees that interest at an annual rate of 18% shall be charged, accrued, and added to the unpaid balance starting with the initial invoice date and applied to the remaining amount due until fully paid.

9. DISCHARGE AND WITHDRAWAL. Client may discharge the Firm at any time. The Firm may withdraw at any time. When the Firm's services conclude, all unpaid charges will immediately become due and payable. Interest on unpaid charges will continue to accrue until paid.

If Client refuses to pay fees or costs assessed or awarded by the Court within 45 days after any those fees are due (including after time to appeal those costs or fees assessed or awarded by the Court), the Firm may withdraw from the matter without Client's consent.

If Client refuses to pay legal fees, expenses, and costs to the Firm for 60 days on any outstanding balance, Client agrees that the Firm may withdraw without the Client's consent. In this instance, the Firm will provide Client a copy of the motion for withdrawal and may withdraw without further notice to Client. Further, Client agrees to pay all outstanding legal fees, costs, and expenses before proceeding to trial. If Client refuses to pay outstanding fees, costs, or expenses to the Firm 60 days before trial, the Firm may withdraw without additional notice to Client or Client's consent. In this instance, the Firm will provide to Client a copy of the motion for withdrawal and may withdraw without further notice to Client. Lastly, Client agrees to pay into The Firm's Trust Account the Trial Retainer in the amount and within the time set forth in this Agreement. If Client does not deposit the Trial Retainer in the full amount or within the time set forth in this Agreement, the Firm may withdraw without Client's consent or further notice.

The Firm will maintain Client's file for one year after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Two years after the conclusion of this matter, the file may be destroyed without further notice to Client.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. The Firm makes no such promises or guarantees. The Firm's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by the Firm shall not be a guarantee or cap. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement and the retention letters to which it is attached contain the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both or an oral agreement only to the extent that the parties carry it out.

14. CLIENT NAME, LOGO, MARK, OR OTHER REFERENCES. Because we are proud to work with you, the Firm may place Client's name, logo, mark, or other non-confidential references on the Firm's website or subsequent websites regarding the fact that Client has engaged the Firm. Client hereby agrees that the Firm may use Client's name, logo, mark, or other non-confidential references on The Firm's webpage upon public disclosure of the Firm's representation and/or at the conclusion of the Firm's representation in a particular case for Client.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by the Firm on behalf of Client commencing with the date the Firm first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay the Firm the reasonable value of any services the Firm may have performed for Client.

16. INDEPENDENT COUNSEL. Client has had the opportunity to consult with independent counsel concerning this Agreement and have entered into this Agreement based on such advice and its independent judgment and not based on any representations of the Firm.

17. WAIVER OF CERTAIN CONFLICTS. As we have already discussed with you, we represent other companies and individuals. During the time that we are representing you, some of our present or future clients might have a matter adverse to you. You agree that while we are representing you in an active, pending matter, we may represent other clients in any matters adverse to you, provided that these other matters (1) are not substantially related to completed matter(s) or active matter(s) we are working on for you, and (2) do not involve confidential information we obtained from you. In addition, if our representation of you ends, we may thereafter represent other clients with interests adverse to you (even in litigation), provided that the representation does not involve confidential information we have obtained from you that is material to those matters and provided that the representation is not the same or substantially the same as a matter in which we represented you.

18. ARBITRATION. We believe that the best way to avoid disappointments and misunderstandings is for there to be frequent and open communication between us. If a dispute should arise between you and the Firm (and/or its attorneys or staff), we want to resolve it efficiently. We will try to do so through discussion. If we are not successful in doing so, then both parties agree to settle any dispute between us (including not limited between you and any attorney of the Firm and/or staff of the Firm) by prompt, confidential, and binding arbitration under the auspices and pursuant to the mandatory arbitration rules of the applicable Tennessee Bar Association (including its further county or municipal divisions) or the Model Rules for Fee Arbitration of the American Bar Association for the conduct of fee disputes and other matters. The decision of the arbitrator or panel of arbitrators shall be binding. If the Firm prevails, it shall be entitled to reasonable attorneys' fees, expenses, filing fees, arbitration fees, and cost incurred therein. This shall be the sole and exclusive means for resolving disputes related to this Agreement, the Firm and/or its attorneys' representation of you, and another other matter related your matter and/or case.

19. PRESERVATION OF EVIDENCE. Lawyer advises you to retain and preserve all evidence (written, oral, and/or electronic/email based) in any way relevant to the claims being made in current and future lawsuits or other legal matters. You can be sanctioned by a court (or other decision maker) if you fail to preserve relevant evidence.

20. WAIVER OF JURY/CLASS ACTION. In addition to the requirement for arbitration in section 18, you expressly waive any and all right to request a jury in any lawsuit and/or any class action lawsuit related to this Agreement, the Firm and/or its attorneys' representation of you, and another other matter related your matter and/or case except for the right to request a jury and/or class action against another party in the case in which we represent or represented you.

21. ATTORNEY'S LIEN. Client hereby grants the Lawyer a lien for reasonable attorney's fees and costs advanced on all claims and causes of action that arise from its representation of the Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, court judgment, or any other method or award).

22. EU GENERAL DATA PROTECTION REGULATION ("GDPR"). In accordance with the GDPR, where applicable, the Firm acknowledges that any personal data (being any data that identifies an individual) provided to us by you in the course of this engagement will: (1) only be used or disclosed by us in the course of and for the purpose of representing you in the furtherance of this litigation; (2) be maintained at all times securely on the Firm's server or IT system protected by a password system, will only be accessed by staff or other authorized persons on a "need to know" basis and will not be disclosed to third parties without our written consent, except as required by law, or in furtherance of this litigation; and (3) not be retained by us after the termination of this litigation for longer than the relevant statutory limitation period in our jurisdiction and after that time will be deleted entirely.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

Anderson County Board of Commissioners
Financial Management Committee
Meeting Minutes

July 11, 2022
3:30 PM, Room 312

Members Present: Phil Yager (Committee Chair), Chuck Fritts, Gary Long, Terry Frank, Tim Isbel, Rick Meredith, and Dr. Tim Parrott.

Members Absent: None

Meeting Facilitator: Phil Yager (Committee Chair)

Call to Order: The meeting was called to order by Phil Yager (Committee Chair).

I. Travel Policy

Finance Director Robby Holbrook presented, for discussion, ideas for changing the County Travel Policy.

Motion by Dr. Tim Parrott, seconded by Road Superintendent Gary Long, to revise the County's per diem allowance for meals as follows:

Breakfast \$10.00; Lunch \$15.00; Dinner \$25.00. To claim breakfast, travel must begin before 6:00 a.m. To claim dinner, traveler must return after 7:00 p.m. This change will become effective August 1, 2022, and will be communicated to all County Departments, Offices, and Agencies via memorandum from the Finance Director.

Motion passed unanimously by voice vote.

II. Purchasing Policy/Bid Threshold

Finance Director Robby Holbrook presented a request to increase the bid threshold requiring competitive bids from \$20,000 to \$50,000.

Motion by Mayor Terry Frank, seconded by Road Superintendent Gary Long, and passed to increase the bid threshold requiring competitive bids from \$20,000 to \$50,000; and to increase the threshold requiring three (3) competitive quotes to \$10,000 thru \$49,999.

III. Capital Asset Policy

Removed from agenda.

IV. Surplus Equipment Donation

No action taken.

V. Old Business

Finance Director Robby Holbrook presented a request to change the County's Conflict of Interest Policy to be consistent with the current T.C.A 5-21-121. To be effective July 19, 2022.

Motion by Mayor Terry Frank, seconded by Dr. Tim Parrott, to approve the request.

Motion passed unanimously by voice vote.

VI. New Business

Motion by Dr. Tim Parrott, seconded by Commissioner Chuck Fritts, to increase the bid threshold requiring competitive bids for vehicles from \$20,000 to \$50,000. To be effective July 19, 2022.

Motion passed unanimously by voice vote.

VII. Adjourn

A handwritten signature in blue ink, appearing to read "Robby Holbrook", is written over a horizontal line.

Anderson County Board of Commissioners
Financial Management Committee
Meeting Agenda

July 11, 2022
3:30 PM, Room 312

Purpose of Meeting: Regularly scheduled meetings to discuss topics as they relate to the County Financial Management System of 1981

Meeting Facilitator: Phil Yager (Committee Chair)

Invitees: Phil Yager, Rick Meredith, Chuck Fritts, Terry Frank, Tim Isbel, Gary Long, and Tim Parrott

- I. Travel Policy
- II. Purchasing Policy/Bid Threshold
- III. Capital Asset Policy *| Look more into this + discuss w Audit*
- IV. Surplus Equipment Donation
- V. Old Business
- VI. New Business
- VII. Adjourn

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Nashville	Davidson	\$79	\$18	\$20	\$36	\$5	\$59.25

Per Diem *\$ 10, 15, 25* *Meals*



FY 2022 Per Diem Rates for Nashville, Tennessee

I'm interested in:

Lodging by month (excluding taxes) | October 2021 - September 2022

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACO\) website](#) (a non-federal website).

Primary Destination	County	2021 Oct	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Nashville	Davidson	\$234	\$234	\$187	\$187	\$230	\$230	\$230	\$230	\$230	\$207	\$207	\$234



U.S. General Services Administration

FY 2022 Per Diem Rates for Tennessee

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

ATTACH RECEIPTS FOR LODGING, PHONE CHARGES, REGISTRATION, PARKING AND OTHER EXPENSES

I hereby certify that this statement, representing a claim for payment in accordance with the travel policies of the Anderson County Board of Education, truthfully and accurately states the day of service, the mileage traveled, the amounts claimed and the purpose thereof.

Employee's Signature *Ligin Bandy*
Principal's Signature *[Signature]*
Supervisor's Signature _____
Director of Accounts and Budgets _____

Revision effective July 1, 2018

Date 6/27/22
Date 6/27/22
Date _____
Date _____

PER DIEM:	
Mileage	0.58 01/01/2019
Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total	\$40.00 (per day)

To claim breakfast you must leave before 6:00 a.m.

To claim dinner you must return after 7:00 p.m.

REMEMBER DO NOT CLAIM ANY MEALS PROVIDED BY EVENT SPONSOR

Chapter 13

Comprehensive Travel Regulations

Section 13.1 General: Travel may not be undertaken unless it is authorized in advance by the appropriate department head, elected official or agency leader (or designee). Claims for reimbursement of travel expenses should be submitted no later than thirty (30) days after completion of the travel. Claims submitted after this period must include written justification for the delay and maybe approved or denied at the discretion of the Finance Director.

Approved County travel is on the basis of reimbursement or advances for the necessary business expenses incurred subject to the limitations set forth herein. Receipts are required for all items or fares in excess of \$3.50 except for per-diem items. Receipts must itemize room charges and taxes. ?

Travel must be by the most direct route possible, and any individuals traveling by an indirect route must assume any extra expense incurred thereby.

The department head, elected official or agency leader shall designate the official workstation of an employee. The official workstation is the location at which the employee spends the major portion of their working time. Lodging will be allowed only when overnight travel is required outside a fifty (50) mile radius of the employee's official workstation. Mileage shall be computed from the employee's official workstation. ?

Reimbursement for lunch meals will not be made unless overnight travel is involved, or the employee is required by County business to be outside a fifty (50) mile area of their official workstation.

GSA
Government Services Administration
put forth CONUS Rates Continental United States

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The limits on travel expenses set forth herein are maximum amounts above which reimbursements cannot be made. County employees, when traveling, should be as conservative as circumstances permit.

Section 13.2 Claims for Travel Expense: The standard form or other forms approved by the Finance Director will be used for all travel expense claims. Any recovery of the cost of travel by other methods is not allowed. Receipts must accompany this form, and each claimant must file a separate claim for expenses. Travel claims shall be typed or in ink.

Expenses of books, supplies, postage, and other items that do not constitute actual travel expenses should not be made a part of the travel claim.

Section 13.3 Transportation: Transportation for persons traveling individually out of state should be by common carrier (air, train, bus) whenever practicable, and the fare must not exceed the regular tourist fare charged the general public. Advantage of round trip rates must be taken when available. A receipt in the form of a ticket stub must accompany the expense claim. The use of air travel is encouraged when time is an important factor, or where the trip is so long that other methods of travel would prove more expensive because of subsistence allowance.

Elected officials and employees should make use of county-owned vehicles whenever possible. However, county-owned vehicles should be used only for official business. Valid license/proof of ins?

When transportation is by county-owned vehicle, the necessary automobile repair bills, tolls, parking and gasoline are allowable. When personally owned vehicles are used for authorized travel, the standard mileage rate allowance as established annually by the Internal Revenue Service shall be used to calculate the mileage reimbursement amount. This allowance includes all operating expenses such as gas, oil and repairs precluding any separate claim for such items.

7.
Should we take all references to County owned vehicles at?
Not common Now

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Charges for automobile rental shall not be allowed unless specific written authorization is secured in advance from the Finance Director.

If an individual travels by common carrier, reasonable local transportation fees and taxi fares will be allowed as necessary. It is expected that bus or shuttle service to and from airports will be used when available and practical. In traveling between the lodging location and the meeting or conference facilities, reasonable (local transportation and) taxi fares will be allowed.

Reasonable tolls and ferry fees will be allowed when necessary.

Necessary charges for airport and overnight hotel parking will be allowed. Receipts must be furnished on airport and hotel parking. Daily parking fees for employees working at their official workstation will not be allowed.

Vicinity Mileage for employees that has been authorized by the department head, elected official or agency leader may be claimed under the following conditions:

- (a) If a personally owned car has been authorized in the daily or routine performance of duties, employees shall be reimbursed at the standard mileage rate established annually by the Internal Revenue Service.
- (b) Each department head, elected official or agency leader shall be responsible for ensuring that the use of personally owned automobiles is properly limited to working conditions, which are such that the use of a county-owned vehicle is impossible or impractical. Full utilization of county-owned vehicles should be the primary consideration where travel is concerned.
- (c) Mileage as shown by the official state map and that published by RandMcNally for out-of-state routes will be regarded as official.
- (d) Only mileage for official business may be claimed for reimbursement and it must be treated in accordance with Internal Revenue Service regulations. A mileage expense

form must be submitted to the Finance Department with a detailed account of vicinity mileage.

Section 13.4 Lodging and Meals: Reimbursement for lodging expenses will be on the following basis:

- (a) Travel must be authorized in advance by the appropriate department head, elected official or agency leader;
- (b) ~~Only lodging incurred outside a fifty (50) mile radius of the official workstation will be allowed~~ ?
- (c) The most economical lodging should be chosen as circumstances permit
- (d) ~~Baggage handling fees will be allowed up to three dollars (\$3.00) per hotel?? M&IE~~
- (e) When employees share a hotel room only one employee should claim the room cost on the expense report and each employee should make a notation indicating the employee(s) with whom the room was shared.

~~A meal and allowance of thirty dollars (\$30.00) per day will be provided for travel. For fractional days in travel status, only fifty percent (50%) of the allowance will be permitted.~~

A Meal and Incidental Expenses (M&IE) allowance is provided based on the GSA Per Diem Rates calculator found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

The Traveler must provide a copy of their M&IE calculation when submitting for a travel expense advance or reimbursement. The first and last calendar day of travel is calculated at 75 percent of the full daily M&IE amount. If your trip includes meals that are already paid for by the County (such as through a registration fee for a conference), you will need to deduct those meals from your request for advance or reimbursement.

Section 13.5 Miscellaneous: Expenditures for entertainment (employee or others), laundry, valet service, theatre, etc., are personal charges and will not be allowed.

Update language
Charges for local, long distance, and telefax telephone calls for official business will be allowed provided a statement is furnished indicating the date, name and location called.

Registration fees for approved conferences, conventions, seminars, meetings, etc., are addressed in the training/tuition policy.

Travel for transportation of prisoners should be made using the most economical method available.

All signatures on travel claim must be original. No stamped signatures will be permitted.

Travel advances shall be made as follows:

(a) A request for travel advance with proper documentation should be sent to the Finance Director one week prior to departure date requesting an advance based on the estimated expenditures for the period of travel. An amount equal to the estimated expenditures will be allowed as an advance; however, no advance less than twenty-five dollars (\$25.00) will be made.

Since?
(b) Each employee receiving a travel advance for the first time must sign a payroll deduction authorization form which will allow the County to recover the advance from any salary owed the employee in the event of termination of employment or failure to submit a finalized travel claim. This deduction from payroll should be used as a last resort only in the event all other efforts to collect the advance have failed.

(c) Upon return, the employee should submit an expense claim form detailing his/her actual expenditures. This claim should show the total expenses incurred. If an advance should exceed actual expenses, the employee shall return the excess to the Finance Department within 10 business days for deposit as a credit against the original advance.

Special arrangements should be made in advance with the Finance Director for employees on extended travel whether in state or out-of-state. This provision is intended to cover employees attending schools or institutes and employees performing auditing, investigative or like duties requiring absence from their official stations for more than one week.

These rules and regulations supersede and rescind all previous travel regulations approved by the Anderson County Board of County Commissioners.

13.6 Anderson County Schools & Anderson County Board of Education: Travel Policy and Procedures for Anderson County Schools and the Board of Education can be found on the Finance Department page the County website.

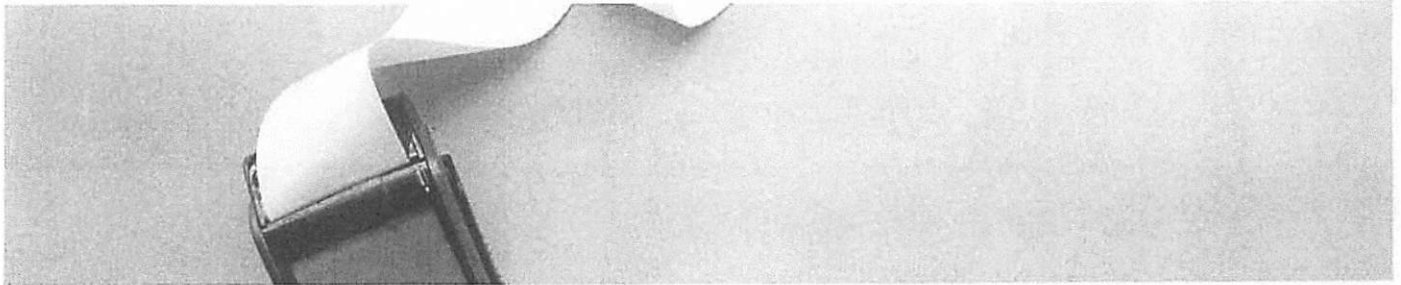
Section 9.3.6 Intergovernmental Agreements: In order to avoid unnecessary costs, Anderson County Government, advocates intergovernmental agreements to meet the County's needs when possible. It is imperative that Anderson County Government perform due diligence to ensure the intergovernmental cooperative agreement conforms to the purchasing laws of the State of Tennessee.

Section 9.3.7 Avoidance of Unnecessary or Duplicated Items: To best leverage assets and resources, Anderson County Government advocates cooperation and coordination within the umbrella of Anderson County Government's programs and operations. This includes, but is not limited to: Anderson County Schools, Highway, Solid Waste, and other General Departments. Department heads, elected officials, and agency leaders shall work together in regard to this issue. Coordination on Disposal of Surplus Property shall be included in this process.

Section 9.3.8 Procurement Card Purchases: To help facilitate the efficient purchase of goods and services Anderson County Government has approved the use of procurement cards (P-cards). However, the P-card system shall not be used to circumvent the purchasing statutes and guidelines of the County. Each department head, elected official, and agency leader will be responsible for its proper use. Each cardholder must review and sign the procurement card agreement. The agreement is kept on file in the Finance Department.

~~9.4~~ **Section 9.4 Purchasing Thresholds:** With the exception of motorized vehicles, all purchases of less than ~~10,000~~, may be made in the open market without advertised or public notice. Purchases between ~~10,000~~ to ~~19,999~~, require three (3) written quotes and must be submitted with the requisition. However, competitive bids may be sought at the discretion of the Finance Director (or their designee). Competitive bids are required for purchases estimated to be \$20,000 or greater. 50,000

Important Changes to Purchasing Laws in Tennessee



News Date

05/19/2022

Public Chapter 1016

Effective May 11, 2022, [Public Chapter 1016](#) allows counties having centralized purchasing and a full-time purchasing agent, by resolution of the governing body, to increase the threshold amount over which public advertisement and sealed competitive bids or proposals are required to \$50,000 for nonemergency, nonproprietary purchases. The law provides that a full-time purchasing agent is someone that devotes 100% of the person's working time to purchasing.

In addition, counties with non-centralized purchasing or counties without a full-time purchasing agent, by resolution of the governing body, may increase the threshold over which public advertisement and sealed competitive bids or proposals are required to \$25,000 for nonemergency, nonproprietary purchases.

The law requires local governments to get at least three written quotes, when possible, for purchases costing less than the bid threshold but more than 40% of such bid threshold or a lower amount as may be established by the governing body in a resolution.

Public Chapter 1036

[Public Chapter 1036](#) allows the county road department or chief administrative officer to make any purchase costing less \$25,000 in the open market without newspaper notice. However, the road department or chief administrative officer must obtain at least three competitive bids when possible. The law became effective May 11, 2022.

For more information about purchasing, do not hesitate to contact your CTAS County Government Consultant.

QUICK LINKS

[Services Provided by CTAS](#)

[CTAS Staff](#)

[Field Services Map](#)

[Environmental Services Map](#)

[Property Assessment Services Map](#)

[Strategic Plan](#)

[CTAS Recruitment](#)

[IPS Internships](#)

[County Employment](#)

[Contact Us](#)



CONTACT US

University of Tennessee County Technical Assistance Service (CTAS)

226 Anne Dallas Dudley Boulevard, Suite 400

Nashville, Tennessee 37219

Phone: 615.532.3555

Fax: 615.532.3555

www.ctas.tennessee.edu

II

Robby Holbrook

From: Katherine Ajmeri
Sent: Monday, July 11, 2022 2:40 PM
To: Robby Holbrook
Subject: FW: bid threshold

May save us money – right now vendors don't want to hold prices for very long and for that reason they may not participate in lengthier purchase processes. If we say "We can issue a PO tomorrow" we may end up with even more participation and better prices.

Could help us actually get what we need – some items are so low in stock they need to be ordered ASAP. Departments may even claim them as an emergency because of that situation and not get more than 1 quote. This gives us more leverage against emergency purchases.

If we feel like a bid would be a better process for certain purchases (I can't think of any examples) then we could still do a bid even if the expected costs will be lower than \$50,000.

This could also save money because a lot of times folks find a cooperative contract to piggy-back off of and it's hard to know how competitive those prices are, a lot of times the administering agency makes it more of a qualifying event and award to 100 vendors. But, because it saves time and is legal Departments elect to use them. By obtaining our own quotes we save the time but also may save money. A vendor could still provide us pricing from a cooperative contract but we'll have the flexibility to compare with other non-cooperative prices.

We'll still require quotes. We can still ask for references. We can still require certificates of liability.

Current threshold set in 2015

Katherine Ajmeri
Anderson County
Deputy Purchasing Agent
865-463-6841

Section 9.3.6 Intergovernmental Agreements: In order to avoid unnecessary costs, Anderson County Government, advocates intergovernmental agreements to meet the County's needs when possible. It is imperative that Anderson County Government perform due diligence to ensure the intergovernmental cooperative agreement conforms to the purchasing laws of the State of Tennessee.

Section 9.3.7 Avoidance of Unnecessary or Duplicated Items: To best leverage assets and resources, Anderson County Government advocates cooperation and coordination within the umbrella of Anderson County Government's programs and operations. This includes, but is not limited to: Anderson County Schools, Highway, Solid Waste, and other General Departments. Department heads, elected officials, and agency leaders shall work together in regard to this issue. Coordination on Disposal of Surplus Property shall be included in this process.

Section 9.3.8 Procurement Card Purchases: To help facilitate the efficient purchase of goods and services Anderson County Government has approved the use of procurement cards (P-cards). However, the P-card system shall not be used to circumvent the purchasing statutes and guidelines of the County. Each department head, elected official, and agency leader will be responsible for its proper use. Each cardholder must review and sign the procurement card agreement. The agreement is kept on file in the Finance Department.

Section 9.4 Purchasing Thresholds: With the exception of motorized vehicles, all purchases of less than \$8,000, may be made in the open market without advertised or public notice. Purchases between \$8,000 to \$19,999, require three (3) written quotes and must be submitted with the requisition. However, competitive bids may be sought at the discretion of the Finance Director (or their designee). Competitive bids are required for purchases estimated to be \$20,000 or greater.

50,000

Requisitions for items estimated to cost more than the minimum bid requirement of \$20,000 will not be subdivided to circumvent the requirement for competitive bidding.

Motorized vehicles costing more than \$12,000 shall require three (3) written quotes. Competitive bids are required for motorized vehicles costing \$20,000 and greater.

Section 9.5 Requisitions and Purchase Orders: No purchase shall be made until a requisition has been properly approved by the appropriate department head, elected official or agency leader, and approved by the Finance Director (or their designee) verifying the availability of funds. Purchase orders will not be issued without the proper approvals and without verification of available funds.

It shall be the responsibility of each department, office or agency to anticipate their needs for equipment, materials, supplies, contracted services or other requirements and submit requisitions with enough lead-time to facilitate an efficient purchasing process.

Failure to plan does not justify or constitute an emergency purchase or direct pay.

Section 9.6 Emergency Purchases: Emergency purchases are purchases necessary due to uncontrollable or unforeseeable circumstances where any delay would endanger the health or safety of Anderson County residents, cause additional and extensive damage to County property, or adversely affect the operations and programs of Anderson County Government. Emergencies shall not include conditions arising from neglect, poor planning or indifference in anticipating normal needs.

Emergency purchases may be made by any department, office or agency in the open market without obtaining a purchase order. Every attempt must be made to obtain competitive pricing or quotes for the emergency purchase. Informal quotes based upon telephone calls are sufficient, but must be documented. Such purchases shall, whenever possible, be made with the approval of the Finance Department.

Chapter 10

Inventory & Fixed Assets

Section 10.1 General Acquisition of fixed assets is an expenditure of governmental fund resources. General fixed assets are classified as land, buildings and building improvements, infrastructure, machinery and equipment, and construction in progress. Fixed assets shall be recorded at cost, or if cost is not practicably determinable, at estimated cost.

A copy of the comprehensive Fixed Assets Policy is on file in the Finance Department.

Section 10.2 Records: In order to track and maintain control of county assets, accurate records are imperative. Assets purchased that meet the capitalization and accountability policies shall be tagged and recorded. Transfers, sales or disposals of tagged assets must be communicated to the Finance Department for proper asset accounting.

Section 10.3 Capitalization Policy: It is the policy of Anderson County Government to capitalize assets that meet either of the following criteria:

- an original cost of \$5,000 or more with a useful life of more than one year;
- assets with title.

Useful life estimates shall be as determined by Internal Revenue Service guidelines and other authoritative sources. Residual Values shall be assigned for all fully depreciated assets. Residual value for buildings shall be 40% of cost. Residual value for all other assets shall be 10% of cost.

Section 10.4 Controllable Assets: To be classified as a controllable asset, the item must meet either of the following criteria:

- an original cost between \$1,500 and \$4,999, and a useful life of more than one year;
- all computers

Section 10.5 Accountability Policy: Assets with an original cost of \$1,500 and greater, and all computers, shall be assigned asset identification numbers for tracking and control purposes. The Finance Department shall periodically review inventory lists with departments, offices and agencies for assets with a value of \$5,000 and greater. Any discrepancies shall be investigated and appropriate actions taken.

Section 10.6 County Personal Property Disposition Policy:
County Personal Property is any county-owned property other than Real Property. Surplus County Personal Property is property no longer needed or useful for the efficient or safe operation of county business.

When a Department Head or Elected Official identifies departmental property as no longer needed or useful for the efficient or safe operation of departmental business, they must request disposition of that property by the Purchasing Office utilizing the Property Disposition and Surplus Record form.

If the Department Head or Elected Official does not arrange for transfer to another department or office, the Deputy Purchasing Agent will list the property as "Property Available for Transfer" on the Purchasing Office's webpage for one week in order to provide other county departments and offices the opportunity to claim the property for transfer.

If no county departments or offices claim the property for transfer, and the property is a Capitalized Asset, the Deputy Purchasing Agent shall make recommendations to Purchasing Committee and County Commission for declaration of the property as available for disposition and approval regarding the appropriate Disposition Method.

If no county departments or offices claim the property for transfer, and the property is not a Capitalized Asset, the Deputy Purchasing Agent shall determine the appropriate Disposition Method.

Disposition Methods include, but are not limited to, surplus sale (including internet sales), salvage and scrap sale, donation, transfer, recycling, discarding, and destruction.

The Property Disposition and Surplus Record form is available on the County website.

Section 10.6.1 Sale of Surplus County Personal Property:

Equipment, materials and supplies that are no longer used in county operations shall be sold at open auction to the highest bidder by the Finance Department. The Deputy Purchasing Agent shall identify and organize surplus items until such auction is held. Internet technology, such as GovDeals.com, may be utilized for listing surplus items for auction.

Equipment, materials, and supplies that are not sold at auction after three attempts may be recycled or discarded with the approval of the Purchasing Committee.

Section 10.6.2 Donation and Transfer of Equipment, Materials, and Supplies:

Transferring or donating equipment, materials and supplies to an entity outside of Anderson County Government requires Purchasing Committee and County Commission approval.

Section 10.6.3 Consumable County Personal Property:

Consumable items that become damaged or depleted to a condition that no is longer useable for their intended purpose, and have little or no commercial value for their intended purpose, may be recycled or discarded at the discretion of the Department Head and Deputy Purchasing Agent.

Examples of these items include, but may not be limited to: office supplies and equipment with a replacement cost of less than \$100, pens, pencils, tires, batteries, and oil.

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Anderson County Board of Commissioners Financial Management Committee Minutes

April 12, 2021

3:30 PM, Room 312 & Virtual #564-981-261

Members Present: Phil Yager (Committee Chair), Tim Parrott, Chuck Fritts, Terry Frank, Tim Isbel, and Gary Long.

Members Absent: Rick Meredith

Meeting Facilitator: Phil Yager (Committee Chair)

Call to Order: The meeting was called to order by Phil Yager (Committee Chair).

- I. 1981 Financial Management Act T.C.A. 5-21-121, prohibits direct and indirect financial interests in supplies, materials, equipment and contractual services furnished to the county.

Interim Finance Director Robby Holbrook presented a request for development of an Employee Disclosure form, to be distributed via NEOGOV, for all current employees, and upon hiring of new employees, that will demonstrate compliance with the law. The Interim Finance Director will work with the Law Director to develop and distribute the form.

Motion by Tim Isbel, seconded by Gary Long, to approve the request.
Motion Passed unanimously via rollcall vote.

- II. Audit Committee Meeting Minutes from February 9th.

Interim Finance Director Robby Holbrook presented, for informational purposes, the minutes from the February 9 Audit Committee.

No action taken.

- III. Finance Department Update

Interim Finance Director Robby Holbrook presented, for informational purposes, the following areas of focus (projects) within the Finance Department:

- Upcoming Payroll System conversion
- Ongoing random IRS Audit of BOE for 2018

Old Business

Conflict of Interest under the 1981 Law

Conflict of Interest under the 1981 Law

Conflict of Interest under the 1981 Law

Reference Number: CTAS-911

In 2021, the Legislature enacted Public Chapter 472, effective May 18, 2021. The County Financial Management System of 1981 now contains a conflict of interest provision much like Tenn. Code Ann. § 12-4-101, the general conflict of interest statute.

Tenn. Code Ann. § 5-21-121 now provides in part:

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(a) The director, purchasing agent, members of the committee, members of the county legislative body, other officials of the county, members of the board of education, members of the highway commission, and employees of the finance department and purchasing department shall not have a direct interest in the purchase of supplies, materials, equipment, or contractual services for the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

"Direct interest" means a contract with a person personally or with a business in which the person is the proprietor, a partner, or the person having the controlling interest in the business. "Controlling interest" means sufficient ownership in a business or company to control policy and management, including the ownership or control of the largest number of outstanding shares owned by any single individual in a business or company.

In addition to direct interests, those individuals named in the statute can not have an indirect interest in the purchase of supplies, materials, equipment, or contractual services for the county unless the person publicly acknowledges the interest. A person who is not a member of a governing body and who is required to publicly acknowledge an indirect interest must do so by reporting the interest to the office of the county

mayor to be compiled into a list that must be maintained as a public record. As used in this statute, "indirect interest" means a contract in which a person is interested, but not directly so, and includes contracts where the person is directly interested and is the sole supplier of goods or services in the county.

Source URL: <https://www.ctas.tennessee.edu/eli/conflict-interest-under-1981-law>

Robby Holbrook

Subject: FW: Finance Committee

From: Kim Jeffers-Whitaker <kwhitaker@andersoncountyttn.gov>
Sent: Thursday, November 18, 2021 1:59 PM
To: Robby Holbrook <rholbrook@andersoncountyttn.gov>
Subject: FW: Finance Committee

See below.

We have received the form and will make it available on NeoGov for employees.

From: Jay Yeager <jyeager@aclawdirector.com>
Sent: Thursday, November 18, 2021 10:23 AM
To: Kim Jeffers-Whitaker <kwhitaker@andersoncountyttn.gov>
Subject: RE: Finance Committee

Employees have been taken out of the 81 Act Conflict of Interest provision but the Ethics Policy still applies and that is the document that requires the conflict of interest form to be submitted to Jeff Cole's Office. He has the form. I would suggest that you still offer the form on Neo Gov.

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: Kim Jeffers-Whitaker
Sent: Thursday, November 18, 2021 8:43 AM
To: Jay Yeager <jyeager@aclawdirector.com>
Subject: FW: Finance Committee

Good Morning Jay,

I was speaking with Robby last week about an audit request – which we satisfied – but Robby mentioned that he thought employees are now exempt (see below) under the 81 Act. Can you please confirm/clarify?

Thanks for all your help!
Kim

From: Kim Jeffers-Whitaker
Sent: Thursday, April 15, 2021 4:15 PM
To: 'jyeager@aclawdirector.com' <jyeager@aclawdirector.com>
Subject: FW: Finance Committee
Importance: High

1981 FINANCIAL MANAGEMENT ACT T.C.A. § 5-21-121

- Applies only in counties that have adopted the CFMS of 1981
- Applies to finance director, purchasing agent, financial mgmt. committee, CLB members, and all other county officials and employees
- Prohibits direct and indirect financial interests in supplies, materials, equipment, and contractual services furnished to the county (*amended in 2012 to include contractual services*)
- Penalty for violation: Class C misdemeanor; removal from office or position



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**ANDERSON COUNTY GOVERNMENT
SUMMARY OF BUDGET AMENDMENTS**

July 7, 2022

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
Group 1 Consent Agenda - Transfers (No Commission Action Necessary)			
Group 2 - Appropriations - School (Commission Approval by Board Vote)			
Group 3 - Transfers - School (Commission Approval by Board Vote)			
Group 4 - Appropriations - NonSchool (Commission Approval by Board Vote)			
1	1	Fund 131 - Highway	\$ 595,597.86
1	2	Fund 128 - Tourism	\$ 22,000.00
2	3	General Fund 101 - Mayor/Senior Center	\$ 16,424.49
2	4	General Fund 101 - Mayor/General Administration	\$ 104,204.04
3	5	General Fund 101 - Health Department	\$ 100,000.00
5	9	General Fund 101 - EMA	\$ 100,000.00
Group 5 - Transfers - NonSchool (Commission Approval by Board Vote)			
4	7	General Fund 101 - Mayor/Major Line Item	Motion Failed
5	8	General Fund 101 - Finance/VOCA Grant/Payroll	\$ 9,837.00
Group 6 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)			
3	6	General Fund 101 - Mayor	\$ 3,000.00
6	10	General Fund 101 - Finance	\$ 12,500.00
Group 7 - Miscellaneous			
6	A	EMA Grant Opportunity	Motion Passed
6	B	New Business - None	No Action
6	C	Old Business/ Rescue Squad Donation	Motion Passed
6	C	Old Business/ Drug Court Request	Motion Failed
Group 8 - Additional Items not discussed during budget committee (requires 3/4 majority vote)			

BUDGET COMMITTEE MINUTES
JULY 7, 2022

Members Present:

Shain Vowell, Commissioner – Chairman
Denver Waddell, Commissioner
Bob Smallridge, Commissioner
Robert Jameson, Commissioner
Chuck Fritts, Commissioner
Jerry White, Commissioner

Members Absent:

Catherine Denenberg, Commissioner
Jerry Creasey, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

APPROPRIATIONS REQUIRING FULL COMMISSION
APPROVAL

THE 1st ITEM, to be presented to the Anderson County Budget Committee, was a written request from Gary Long, Highway Department, that the following **APPROPRIATION** in Highway Fund 131 be approved.

Increase Expenditure Code:

131-62000-402	Asphalt	\$595,597.86
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Decrease Reserve Code:

131-34550	Restricted for Hwy	\$595,597.86
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Justification: To maintain county roads through next budget. This money came from a State Aid reimbursement from June 2022.

Motion by Commissioner Denver Waddell, seconded by Commissioner Chuck Fritts, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 2nd ITEM, to be presented to the Anderson County Budget Committee, was a written request from Stephanie Wells, Tourism, that the following **APPROPRIATION** in Tourism Fund 128 be approved.

Increase Revenue Code:

128-46980	Three Star Grant	\$22,000.00
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Increase Expenditure Codes:

128-58110-302-3STAR	Advertising-Three Star Grant	\$4,500.00
128-58110-799-3STAR	Three Star Grant-Wayfinding Signage	<u>17,500.00</u>
		\$22,000.00

Justification: Increasing revenue and expenses for Three Star Grant projects that include digital advertising and wayfinding signage.

Motion by Commissioner Robert Jameson, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 3rd ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, Office on Aging & Senior Center, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-46980-SENR	Other State Grants-Senior Citizens Assistance	\$16,424.49
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Increase Expenditure Codes:

101-56300-348	Postal Charges	\$1,100.00
101-56300-349	Printing, Stationary & Forms	1,500.00
101-56300-399	Other Contracted Services	2,500.00
101-56300-499	Other Supplies & Materials	1,229.49
101-56300-169	Part-Time Help	<u>10,095.00</u>
		\$16,424.49

Justification: The Senior Center recently received a grant contract amendment from the East TN Office on Aging & Disability for additional funds. This appropriation request will allow the AC Senior Center & Office on Aging to print (\$1,500) newsletters and program applications/forms, (\$1,100) for postage, as well as setting up a system for text alerts, and other contracted services (if needed) to create online forms and applications for service (\$2,500). Remaining funds will be used to pay staff who set-up and attend information booths at local events.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 4th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, General Administration, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-58500-316	General Capital Projects-Contributions To other Agencies	\$104,204.04
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$104,204.04
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(Amendment will be from 101-34685-1000 Committed for Industrial Land and a JE will replenish the reserve for 39000)

Justification: In May 2019, AC committed 50% of the local match for the Norris application for TDOT's State Industrial Access Program from county industrial funds. The project (12 ft lanes with 4 ft shoulders) provided new connectivity to Norris Industrial Park, allows expansion of industry and access to additional industrial land. AC committed based on estimated ROW local share costs of \$70,100. Norris did win the award, with TDOT covering \$3+ million in engineering & construction costs. TDOT is now ready to proceed with ROW phase and determined local share to be \$208,408.08. This request is for the county 50% of difference between the estimated ROW during application and notice of determination of costs from TDOT.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

Voting No: Denver Waddell

THE 5th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner & Mayor Frank, AC Health Department, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-55110-707-AWN	Anderson County Health Department Awning Grant	\$100,000.00
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Increase Revenue Code:

101-46390-AWN	Other Health and Welfare Grants Health Department Awning	\$100,000.00
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Justification: The State of Tennessee is making funding available for an awning at the Anderson County Health Department for occasions when drive-thru clinic operations are necessary. This is 100 percent state funded, no county match required. Not to exceed \$100,000, the awning must be designed to provide protection from elements and include power, permanent commercial fans as well as infrared heaters.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Robert Jameson, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 6th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, Planning & Development, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51720-399-PARKS	Other Contracted Services- Comprehensive Parks Plan	\$3,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$3,000.00
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Justification: Anderson County is working on finalizing our Comprehensive Park Plan with Lose Design. I failed to budget for costs such as mileage and printing that we are required to reimburse. This request is to add funding for those costs to the Parks Plan code. Any mileage or materials are itemized via invoicing from Lose Design.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Chuck Fritts, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 7th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, General Administration, that the following **TRANSFER (major line item)** in Fund 121 be approved.

Increase Expenditure Code:

121-91401-707-GA004	New Witness Rooms/Archives Reconfiguration	\$989,900.00
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Decrease Expenditure Code:

121-58836-790	American Rescue Plan Act Grant #6 ARP Funds	\$989,900.00
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Justification: We received four bids for the construction and completion of the court requested witness rooms, Archives relocation to 1st floor/concrete foundation. Commission has authorized various phases of this project, from room assignment changes to tenant relocations, to architectural fees, to design and ADA. Construction involves reduction of County Clerk space and shift to accommodate archives. All three spaces will be modernized to eliminate existing ADA deficiencies; security will be enhanced for Archives; privacy component added for the County Clerk dealing with confidential information. This request is to award bid.

Motion by Commissioner Robert Jameson, seconded by Commissioner Shain Vowell, to refer to the Anderson County Board of Commissioners with a recommendation for approval.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Chuck Fritts, and passed to amend the motion to defer the item until after the ARP Workshop.

Motion as amended failed. Voting No: Commissioners Robert Jameson and Jerry White

Motion by Commissioner Jerry White, seconded by Commissioner Robert Jameson, to approve original motion. Motion failed.

Voting No: Commissioners Chuck Fritts and Denver Waddell.

THE 8th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Randy Walters, on behalf of District Attorney General-VOCA Grant, that the following **TRANSFER (Payroll Major Line Item)** in General Fund 101 be approved.

Increase Expenditure Codes:

101-53600-189-VOCA	Other Salaries & Wages	\$4,714.00
101-53600-201-VOCA	Social Security	291.00
101-53600-204-VOCA	Retirement	282.00
101-53600-207-VOCA	Medical Insurance	4,460.00
101-53600-209-VOCA	S/T Disability	22.00
101-53600-212-VOCA	Employer Medicare	<u>68.00</u>
		\$9,837.00

Decrease Expenditure Codes:

101-53600-349-VOCA	Printing, Stationary & Forms	\$200.00
101-53600-355-VOCA	Travel	1,000.00
101-53600-435-VOCA	Office Supplies	4,896.00
101-53600-499-VOCA	Other Supplies & Materials	2,091.00
101-53600-524-VOCA	Staff Development	1,150.00
101-53600-599-VOCA	Other Chgs (Specific Assistance)	<u>500.00</u>
		\$9,837.00

Justification: Adjust VOCA Victim Witness Coordinators Grant Budget to reflect increases in salary and benefit codes for the final year of the 4-year grant.

Motion by Commissioner Denver Waddell, seconded by Commissioner Jerry White, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 9th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Steve Payne, EMA Director, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-54410-799-EMPG	Civil Defense-Other Capital Outlay- Emergency Management Performance Grant	\$100,000.00
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Increase Revenue Code:

101-47401-EMPG	American Rescue Plan Act Grant #1 – Emergency Management Performance Grant	\$50,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	<u>\$50,000.00</u>
		\$100,000.00

Justification: EMA has opportunity for an EMPG ARPA Grant for \$100,000. It would be a 50/50 match for the County. EMA will purchase air packs with the grant.

Motion by Commissioner Robert Jameson, seconded by Commissioner Jerry White, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

THE 10th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **APPROPRIATION** General Fund 101 be approved.

Increase Expenditure Code:

101-54420-316-VFDS	Rescue Squad-Contributions-Stipends	\$12,500.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$12,500.00
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Justification: Stipends for gas and contributions for those that worked the fires in Andersonville and Marlow.

Motion by Commissioner Robert Jameson, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

SECTION A, EMA Grant Opportunity

EMA Director Steve Payne presented a request for \$50,000.00 in County matching funds that will allow EMA to apply for an additional \$50,000.00 through TEMA's 2021 EMPG ARPA Award. These funds will be used to purchase new air packs.

This is reflected as the "9th item" above.

SECTION B, New Business

None

SECTION C, Old Business

Finance Director Robby Holbrook presented a request for providing a gas stipend and donation to the Anderson County Rescue Squad.

This is reflected as the "10th item" above.

Chairman Shane Vowell presented a request on behalf of the Drug Court for \$15,000.00 from the General Fund Unassigned Fund Balance (101-39000) to fund a temporary Licensed Alcohol and Drug Abuse Counselor position.

Motion by Commissioner Robert Jameson, seconded by Commissioner Bob Smallridge, to refer to the Anderson County Board of Commissioners with a recommendation for approval.

Motion failed Voting No: Commissioners Chuck Fritts and Denver Waddell.

Meeting Adjourned.



Robby Holbrook, Finance Director

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

MEMORANDUM

TO: Ms. Annette Prewitt, Chief Deputy to the County Commission

CC: County Commission

FROM: N. Jay Yeager

DATE: July 13, 2022

RE: Law Director's Report – July 18, 2022 – County Commission Meeting

Please add the following to the County Commission Agenda under the Law Director's Report.
ACTION ITEMS NOTED

A. Contract Approvals:

1. GCE- Schools
2. Rogers Group (Stone from Oak Ridge Quarry) - Highway Dept.
3. Security Equipment Company (Hanger)- EMA
4. Security Equipment Company (Office)- EMA
5. Highway Markings (Striping) - Highway Dept.
6. Volunteer Highway Supply (striping) - Highway Dept.
7. Rogers Group (Stone from Caryville Quarry)- Highway Dept.
8. Blue Water- Highway Dept.
9. East TN Development District- Mayor's Office
10. Roadway Solutions- Highway Dept.
11. Highway Markings (Guardrails)- Highway Dept.
12. ICON Software- Circuit Court Clerk
13. Tennova Healthcare Hospice- EMS
14. ESS Addendum- Schools
15. Wakefield & Associates- EMS
16. Life Safety Inspections- Schools
17. SRO Pilot Alternative Work Agreement- Sheriff's Department

B. Anderson County Zoning Violations:

Closed/ Referred to Planning & Development:

1. 129 King St., Alvin Clay; property sold – new owner to be put on notice;
2. 309 Foley Hill Rd., Martha Espinosa; property sold – new owner to be put on notice.

Newly Opened:

1. 320 Strong Hollow Lane, Estate of Theodore and Edgar Foust;
2. 133 Earl Lane, Lewis Holdings, Inc.

C. Delinquent Taxes

1. Hearing on Plaintiff's Motion for Default Judgment on Defendants served by Publication set on August 8, 2022 for 2018 and 2019 City of Oak Ridge Delinquent Real Property Taxes.

D. Lawsuit Update

- 1) Miller, Harber v. Anderson County, et al.
- 2) AC v. TK Consequence Review of Cases

E. Other:

1. Anderson County and City of Norris, Intergovernmental Agreement for Mountain Bike Stations (Operations Committee);
2. Anderson County Emergency Management Services Medical Director Contract Amendment. (Pending review by Director Sweet)
3. Detention Facility Accreditation & Authority to commence Stepping Up Initiative (Operations Committee)
4. OLD BUSINESS - Resolution to Create the Anderson County Animal Care Advisory Committee (**NEEDS COMMISSION APPROVAL**)

F. Authority to institute lien foreclosure on 1604 Hidden Hills Drive (Davis). (NEEDS COMMISSION APPROVAL**)**

G. Courtesy Resolutions – Chief Richard Parker presentation

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
July 11, 2022
6:00 PM Room 312

Members Present: Tim Isbel, Joshua Anderson, Phil Yager, Rick Meredith, Tracy Wandell, Robert McKamey and Steve Mead

Members Absent: Theresa Scott

Call to Order: Chairman Isbel called the meeting to order.

Chairman Isbel said the prayer.

Commissioner Wandell led the Pledge of Allegiance.

Commissioner Anderson added two items requested by the Law Director as items 8a and 8b. Commissioner Wandell added the Animal Shelter under 5a. Approval of agenda as amended passed.

Commissioner McKamey made a motion to forward Judge Layton's request to increase the General Sessions Judge's budget by \$10,000 to allow the newly elected Judge's to purchase new furniture for their offices to the Budget Committee for them to make a recommendation to full commission in August. Seconded by Commissioner Meredith. Motion passed unanimously.

Commissioner Wandell requested to pick a date for the Animal Shelter Advisory Committee to have the first meeting. Jay to draft a resolution and the date will be set after that. No Action taken.

> Commissioner Wandell made a motion that Anderson County Commission fully supports the construction of Clinton High School Lady Dragons softball field to forward to full commission for approval and to forward to the City of Clinton, the School Board and anyone else involved. Seconded by Commissioner McKamey. Motion passed unanimously.

Anderson County Elections 2022 Redistricting Maps – Discussion. No action taken.

> Commissioner Yager made a motion to approve the Interlocal Agreement with Norris for bike repair stands. Seconded by Commissioner Meredith. Motion passed to forward to full commission for approval.

> Commissioner Yager made a motion to approve the Sheriff stepping up initiative and Detention Facility Accreditation. Seconded by Commissioner Anderson. Motion passed to forward to full commission for approval.

New Business:

None

Old Business:

None.

Meeting Adjourned