#### **Anderson County Board of Commissioners**

#### Regular Agenda Monday, December 19, 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. Departments
  - Tourism by Stephanie Wells, Director
     Purchase and Sale Agreement deferred from Operations
- 7. Committee Reports
  - Purchasing Report by Robby Holbrook, Finance Director
  - Budget Report by Robby Holbrook, Finance Director
- **8. Director of Schools** Written Report
- 9. County Mayor
  - 1. Requesting motion to approve Resolution No. 23-01-974
  - 2. Reappointment of John Stair to the Powell Clinch Utility District, term expiring 12/31/2026.
  - 3. Appointment of Ernie Bowles to the Anderson County Economic Development Association, term expiring 9/2026
- 10. Law Director
  - A. Contract Approvals
  - B. Anderson County Zoning Violations
  - C. Bankruptcies
  - D. Delinquent Taxes
- 11. Committees/Boards Reports
  - 1. Operations Committee Report by Chairman Isbel
- 12. Resolution 22-12-1071 Establishing Meeting Dates and Times for AC Board of Commissioners
- 13. New Business
- 14. Old Business
- 15. Adjourn

RLI

Joanna Beanblossom

Shelby Chitwood

Amy M Sheldon

**CBIC** 

Makayla Cinnamon

**Destiny N Erick** 

Amanda A Hall

Christopher Mann

Sheyenne Sweeney

#### **Public Hearing**

4. Commissioner Yager made a motion to approve Resolution No. 22-11-965 Amending the "Zoning Resolution of Anderson County" by rezoning Parcel 14.03; Anderson County Tax Map 087 from A-2 (Rural-Residential-Residential District) to C-1 (General-Commercial District) (EXHIBIT A). Seconded by Commissioner Mayes. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: Vowell. Absent: Denenberg and McKamey. Motion Passed.

5. Commissioner Allen made a motion to deny Resolution No. 22-11-966 Amending the "Zoning Resolution of Anderson County" by rezoning Parcel 04.06; Anderson County Tax Map 003 from A-2 (Rural-Residential District) to A-1 (Agriculture-Forestry District). Seconded by Commissioner Verran. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp, Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg and McKamey. Motion passed.

#### **HR Department**

6. Commissioner Yager made a motion to approve the Compensation Plan Updates. Seconded by Commissioner Smallridge. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg and McKamey. Motion passed unanimously.



#### **Tourism**

7. Commissioner Mayes made a motion to defer the Purchase and Sale Agreement for the Tourism building until December 19<sup>th</sup> meeting. Seconded by Commissioner Beauchamp. Voting Aye: Verran, Vandagriff, Wandell, Beauchamp. Yager, Anderson, Smallridge, Mayes, Palmer and Allen. Voting No: Isbel, Vowell, Foster and White. Absent: Denenberg and McKamey. Motion Passed.

#### **Purchasing**

- 8. Commissioner Mayes made a motion to approve the following contracts. Seconded by Commissioner Yager. Voting Aye: Verran, Vandagriff, Isbel, Wandell, Beauchamp. Yager, Vowell, Anderson, Smallridge, Mayes, Palmer, Foster, White and Allen. Voting No: None. Absent: Denenberg and McKamey. Motion passed unanimously.
  - <u>Life Assist, EMS, Contract #23-0041-</u> One-year contract with four one-year renewal options for medical supplies. Pricing from competitive bid,
  - Bound Tree, EMS, Contract #23-0042- One-year contract with four one-year renewal



#### Purchase and Sale agreement

Date: 11/15/2022		
1. John Davenport, or assigns	(purchaser(s)) agree to pu	rchase, and
Anderson County Government	(seller (s)) agree to sell	
110 Welcome Ln, Clinton, TN 37716	, located in <u>A</u>	nderson County.
2. Purchase price of \$\frac{693,000}{993,000}  be paid in cash. A deposit of \$\frac{63,000}{993,000}  evidenced by a check is part of the purchase pri		dollars) is to
\$\frac{630,000}{3}\$. Closing company is \textit{Buyer's Choice Title Company}\$ 4. Closing date is \textit{\frac{01/06/2023}{01/06/2023}}\$.		paid at closing.
5. If marketable and merchantable title cannot secured, or if the improvements are destroyed destructive force, purchaser shall have the option by written notice to the seller. If cancelled, the the purchaser.	substantially damaged by fire on of enforcing this contract or	or other canceling same
6. All taxes are to be prorated between the pur	chaser and seller as of the clos	ing date.
7. All items attached to the property remain wi	th the property.	
8. Buyer(s) acknowledge this is an As-Is sale wit appraisal).	th no contingencies (financing,	inspection,
dotloop verified 11/15/22 12:44 PM EST SYKK-ODUM-WARG-ZD73		
(Purchaser)		(Seller)
(Purchaser)	<del></del>	(Seller)



#### Board of Directors Meeting-December 6, 2022 Special Called Meeting

Location: Holiday Inn Express, Clinton

Call to Order: Meeting was called to order by Maria Hooks, Chairperson

Members Present: Maria Hooks, Brent Galloway, Rick Meredith, Michael Foster, Jason Brown, Cathy Taylor, Amanda Bridges, John Meyer, Katy Watt, Christine Michaels, Chris Folck, Lisa Shirey, Beth Hickman, Veronica Greer, Tim Isbel, Robert McKamey and Stephanie Wells

Members Absent: Art Miller, Chris Mitchell, Terry Frank and Omer Cox

Guest Present: Denise Palmer

A motion was made by Michael Foster and seconded by Brent Galloway to approve the Commercial Real Estate Sales Contract concerning the New Anderson County Tourism Office with the understanding that the County Attorney will be correcting grammatical errors. Motion passed with a roll call vote of 14 to 1. Contract attached.

The contract will be forwarded to the County Commission Operations Committee for approval.

Adjourn: A motion was made by Michael Foster to adjourn the meeting.

Respectfully Submitted By: Stephanie Wells, Secretary/Executive Director

A Portion of, and Not the Entirety (Future subdivide) Parcel - CLT No: 11 074G E 074G 01200 000 Map: 074G; Grp. E; Ctrl Map: 074G; Parcel: 012.00

Responsible Party for Taxation: Owner TAX EXEMPT

This Instrument Prepared By: Office of the Anderson County Law Director 101 S. Main Street, Ste. 310 Clinton, TN 37716 Phone: 865-457-6290

Email: jveager@aclawdirector.com

#### COMMERCIAL REAL ESTATE SALES CONTRACT New Anderson County Tourism Office

#### CONSIDERATION 1.

For and in consideration of the mutual covenants of the parties herein contained and monetary consideration, the receipt and sufficiency adequate and accepted, Anderson County Government, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "Buyer") hereby agrees to buy and the Anderson County Chamber of Commerce and/or the Chamber Foundation, a not-for-profit entity organized under the laws of the State of Tennessee (hereinafter, "Seller(s)") agrees to sell and convey by good and valid warrant edeed, the following real property on the terms stated in this Purchase Contract:

SUBJECT TO FUTURE SUBDIVIDE

A portion of the Property situated in the Eleventh (11th) civil district of Anderson County in the Community of Clinton and more specifically described as follows: A minimum of .25 acres of fee simple land and all improvements thereon described as follows: a Portion of Map 074G Group! E, Parcel: 012.00, County: Anderson; City: Clinton; State: Tennessee and further described as follows:

This being the same property conveyed to the Anderson County Chamber of Commerce, by deed from Brenda Lou Hemphill, dated, June 22, 2022, and recorded in Book of Deeds 1.796, Page: 531. (See, Exhibit A)

This property is subject to all applicable easements and restrictions of record in the Anderson County Register's Office.

#### FREE FROM ENCUMBRANCES

Seller(s) acknowledges to Buyer that Seller(s) will clear property of all encumbrances, including but not limited to all liens, mortgages, judgments, or taxes owed on the above-described property within thirty (30) calendar days after closing. If all liens, mortgages, judgments and taxes owed are not paid in full within thirty (30) days after closing, Buyer will be entitled to a complete refund of purchase money.

#### **CLOSING DATE**

This sale is to be closed on or before the 28th day of June, 2024, provided Seller(s) construct(s) a commercial building with office space suitable to Buyer for use as the Anderson County Tourism Office, and further obtains a Certificate of Occupancy from the City of Clinton stating full compliance with building and zoning laws has been obtained. Buyer may occupy property on

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prior to closing, but no sooner than issuance of the Certificate of Occupancy, if Seller(s) consents in writing. Closing is scheduled at 1.00 p.m. on Friday, the 28th day of June, 2024, at the office of Anderson County Law Director, 101 South Main St., Ste. 310, Clinton, Tennessee 37716. The closing date may be extended if agreed upon in writing by both Buyer and Seller(s).

#### 4. PRICE AND TERMS

Buyer agrees to pay a total purchase price of \$807,300.00 (Eight Hundred and Seven Thousand, Three Hundred dollars and no one hundredths, plus a ten percent (10%) construction contingency, if needed, due Seller(s)(s) at closing for the construction of an office building with no less than Twelve Thousand, Five Hundred, (12,500) square feet of combined office space, and no less than Two Thousand Nine Hundred and Ninety (2,990) square feet of finished office space dedicated to the Anderson County Tourism office, design and built to the satisfaction of Buyer, and no less than one quarter (.25) of an acre, or twenty-five percent (25%) of the entire real estate property, currently calculated at One Point One Seven (1.17) acres (whichever is more) and all heridiments, appurtances and improvements located thereon at current Map: 074; Group: E; Parcel: 012.00.

* Purchase Price to be paid in U.S. dollars, which will be paid as follows:
Includes Real Estate and Constructed Office Space.
(X) Cash \$807,300.00, plus a ten percent (10%) construction contingency if needed.
() Cash Earnest Deposit \$due upon signing sales contract.
() Cash \$ due at Closing

#### 5. PRORATIONS

At closing, adjustments between the parties shall be made as of the Closing Date. Real and personal property taxes upon the property assessed for the year in which closing occurs (regardless of when due and payable) shall be the responsibility of Seller(s). Property and Building shall be free of any liens or encumbrances. If the amount of such taxes for the year in which the closing occurs cannot be reasonably ascertained, the apportionment shall be based at closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which closing occurs shall be paid in full by Seller(s) at closing, including all delinquent and/or interest charges. Special assessments levied or pending shall be the responsibility of Seller(s), which responsibility shall survive closing and shall not be merged with the deed.

#### 6. CLOSING COSTS

All closing costs shall be paid as follows:

Buyer shall be responsible for all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer satisfying the terms and conditions hereof; including, but not limited to, Buyer's attorney fees, recording fees and state transfer taxes.

Neither Buyer nor Seller(s) have used the services of an agent or broker and no commissions or finder's fees are owed or will be owed at closing by either party. Anderson County Law Director's Office will prepare sales contract and deed and will conduct closing free of charge to Buyer and Seller(s) upon consent of the parties.

#### 7. SURVEY AND TITLE APPROVAL

A survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder will be prepared by a licensed surveyor acceptable to the Buyer(s) if requested. Such survey shall incorporate an exact description of the Real Property to be conveyed, shall be

(s)'s Initials

dated not more than ninety (90) days prior to the Closing Date, shall show the total area of the Real Property in square feet, easements, if any, dimensions and locations of improvements, parking spaces and rights of way, building setback lines, and such other details as may be required by Buyer(s). Once prepared, the survey description shall become a part of this Contract and such survey description shall be insurable by the title company. Survey will be the responsibility of Buver.

#### 8. TITLE INSURANCE

Immediately upon the completion of Buyer's inspection and approval of the Property pursuant to Paragraph 13 hereof, Buyer may apply to a title insurance company acceptable to Buyer, for a title insurance binder in the amount of the Purchase Price which shall constitute the commitment of such company to insure the title to the Real Property in the name of the Buyer with an ALTA (Form B) owner's title insurance policy. Buyer shall have twenty (20) business days from receipt of the title insurance binder, copies of all documents referenced in the title exceptions disclosed therein, and the survey to review same. If any title defects or other matters objectionable to Buyer are disclosed by any of the items listed in the previous sentence, Buyer shall give Seller(s) written notice of same prior to the expiration of such seven (7) business day period. Seller(s) shall be allowed thirty (30) days, within which to cure such defects, provided however, that in no event shall Seller's(s') cure period extend beyond the Closing Date without the express written consent of the Buyer. If merchantable title cannot be obtained which is acceptable to Buyer and/ or Buyer's Lender or for which title insurance cannot be secured. Buyer may call this contract null and void with all deposits returned to the Buyer.

#### TIME IS OF THE ESSENCE/LEGAL ACTION 9.

Time is of the essence in this contract. There can be no extensions of the terms except those agreed upon in writing by the Buyer and Seller(\*) prior to the scheduled closing date.

10. SELLER'S(S') DEFAULT

If Seller(s) fail(s) to comply with this Contract within the time specified or if Seller(s) breache(s) any covenant contained herein or if any of Seller's(s') representations and warranties are untrue, Buyer shall be entitled to the immediate return of the earnest money, purchase money and may pursue any remedies available to Buyer at law or in equity, including without limitation, (i) termination of this Contract and suit for money damages, or (ii) suit for specific performance hereof and money damages. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

#### **BUYER'S DEFAULT** 11.

If all contingencies are satisfied and Seller(s) fully complies with this Contract and Buyer fails to comply with this Contract within the time specified and Seller(s) does not waive such default. Seller(s) may pursue any remedies available to Seller(s) at law or in equity, including without limitation, (i) termination of this Contract and suit for money damages, or (ii) suit for specific performance hereof and money damages. An election by Seller(s) to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

#### 12. **MUTUAL RESCISSION**

Buyer's Initials	Seller(s)'s Initials
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The mutual rescission of this agreement by Seller(s) and Buyer shall relieve said parties of their obligations regarding this contract. In any suit, action, proceeding or arbitration arising out of this contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

### 13. PROPERTY INSPECTIONS AFTER ACCEPTANCE; COMPLETION OF BUILDING

Buyer shall have the right to inspect and approve all aspects of the Property, including without limitation the new building, real estate, physical condition, title for a period of thirty (30) days (the "Inspection Period") commencing with the acceptance of this Contract and Completion of the proposed building. Inspection period shall not start until a Certificate of Occupancy has been issued. If for any reason whatsoever Buyer is not completely satisfied with all aspects of the Property (physical, construction, financial, market, or otherwise), Buyer shall have the right to terminate this Contract, at Buyer's sole and absolute discretion, by notice to Seller(s) prior to the expiration of the Inspection Period. In such an event, the exclusive remedy to Seller(s) is retention of earnest money and no other proceeding in law or equity are available. However, once closing is final, Buyer waive all inspection and approval rights.

Buyer shall have the right to pre-inspect property upon acceptance of this contract, and to re-inspect the Property immediately prior to closing. If an adverse change in the condition of the Property has occurred, Buyer may terminate this Contract, and in such an event, each of the parties shall be released from further liability to the other.

#### 14. CONDEMNATION

If all or any part of the real property is subject to pending or threatened condemnation or government proceeding or is otherwise taken through any power of eminent domain prior to closing, Buyer may terminate this Contract, in which case each of the parties shall be released from further liability. Seller(s) warrant(s) that property is not subject to a condemnation proceeding at the present time and Seller(s) has/have not received information concerning condemnation of the property or potential violations of building codes, setbacks and zoning regulations at this time, and further warrants that upon notice of such action, will immediately notify Buyer in writing.

#### 15. SELLER'S(S') REPRESENTATIONS AND WARRANTIES; TITLE

Seller(s) is/are the true and lawful owner of the Property and has full power and authority to enter into this Contract and to convey the Property. Seller's(s') execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Seller(s) is/are bound.

#### 16. CONDITION OF THE PROPERTY

Each part and element of the Property is in good and useable condition in all material respects and is suited for the purposes contemplated in this contract. The Real Property is adequately serviced by public utilities, including without limitation, electricity, gas, internet, television, and telephone, with reasonable access to and/or adequately serviced by public sewer and water lines, and, to the best of Seller's(s') knowledge, has no material defects.

#### 17. GOVERNMENT AUTHORITY AND COMPLIANCE

Seller(s) has/have not received any notice that the Property is not in compliance with any federal, state or local statute, or City ordinance, rule, regulation, requirement or code, including without limitation building, fire, health, environmental and safety codes, relating and/or applicable to the ownership, use and operation of the Property.

#### 18. NO DISPUTE

Buyer's Initials	_ Seller(s)'s Initials	
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With respect to the operation, use, and ownership of the Property, there is no existing, or, to the best of Seller's(s') knowledge, threatened default or dispute under the terms of any agreement or contract which materially and adversely affects the Property or its value. Such agreements and contracts include, but are not limited to, any tenant lease or rental arrangement, any service, utility, employment or maintenance agreement, and any covenants, restrictions or easements affecting the Property or benefiting other property. Seller(s) specifically warrant(s) that there are no existing leases or liens on the property.

#### 19. NO LIENS: NO ENCUMBRANCES

Seller(s) warrant(s) that there are no encumbrances, liens, or charges of any kind upon the Property.

#### RIGHT OF FIRST REFUSAL: OPTION TO PURCHASE 20.

In the event that either the Buyer or Seller(s) should vacate the Premises at any time, the other party will have the Right of First Refusal and Option to Purchase said property at Fair Market Value, within Ninety (90) days notice to the other party.

#### 21. LITIGATION

Seller(s) represent(s) and warrant(s) to the best of Seller's(s') knowledge that there is/are no pending or threatened litigation. Seller(s) shall indemnify Buyer from any and all costs, expenses, and attorneys' fees which Buyer may incur arising from, relating to, or in defending any action, claim or charge due to, arising out of, or relating to the ownership, construction, operation, use, condition, and/or upkeep of the Property up to the closing date, or the actions, conduct and/or omissions of the employees or agents of Seller(s).

22. HAZARDOUS SUBSTANCES
Other than materials and substances known to Buyer, Seller(s) warrants that there has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's (s') ownership, and to the best of Seller's(s) knowledge there has been no storage, disposal, treatment or release of hazardous substances during the period prior to Seller's (s') ownership. To the best of Seller's(s') knowledge, no part of the Property is being used, or has ever been used, for any manufacturing, handling or other process involving hazardous substances. To the best of Seller's(s') knowledge, the property is in compliance with all local, state and federal laws, ordinances and regulations regarding hazardous substances. The terms used herein, including but not limited to "hazardous substances," shall have the broadest meaning given under applicable state and federal law, including without limitation, that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.

#### 23. KNOWLEDGE

For the purposes hereof, Seller's (s') knowledge shall not be limited to actual knowledge, but shall be deemed to include matters of which Seller(s) has/have constructive knowledge or any knowledge of Seller's(s') management agent.

#### 24. SURVIVAL

All of the covenants, representations, warranties of the Seller(s) made herein are and shall be continuous and continuing and all of the same shall remain true and correct in all respects through closing and all of the same shall survive the closing and transfer of title to the Property to Buyer(s) as contemplated hereunder.

#### **MISCELLANEOUS**

#### NO ORAL MODIFICATION 25.

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

#### 26. **ENTIRE AGREEMENT**

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

#### 27. **SEVERABILITY**

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

#### 28. **EXHIBITS**

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

**Exhibit List:** 

Exhibit A – Deed to Chamber of Commerce

Exhibit B – Site Plan

Exhibit C - Tennessee GIS Map

Exhibit D – Tennessee GIS Map

Exhibit E - Tennessee Real Estate Assessment Data
Exhibit F - Minutes of the Tourism Council for December 6, 2022

Exhibit G - Concept Drawing Depicting Building Division

Exhibit H- Concept Drawing Depicting Property Division Exhibit I - Necessary Steps to Relocate Tourism Council

Exhibit J - Commission Minutes June 30, 2022 - Authorizing Sale of Current Building

#### MULTIBLE COUNTERPARTS AND EFFECTIVENESS 29.

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

#### 30. JURISDICTION

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

#### 31. BINDING EFFECT

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

#### 32. CHOICE OF LAW

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

#### 33. NOTICE

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

Buyer's Initials	Seller(s)'s Initials	

**Buyer: Anderson County** 

Office of the Anderson County Mayor 100 North Main Street, Suite 208

Clinton, TN 37716 Phone: (865)457-5400

Seller(s): Anderson County Chamber of Commerce and/or Foundation (owner)

245 N. Main St. STE.200, Clinton, TN 37716 Phone: (865) 457-2559

#### 34. TITLES AND SUBTITLES

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

#### 35. ASSIGNMENT

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

#### 36. FURTHER DOCUMENTATION

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

#### 37. SPECIAL TERMS

Buyer shall only use purchase money deriving from hotel/motel occupancy tax revenues, grants and the like, and no real estate property tax funds shall be used to purchase this property and future building.

#### 38. ADDENDUMS

See attached addendum made part of this contract: Exhibit A, B and C, property descriptions

#### 39. OFFER AND ACCEPTANCE

This CONTRACT constitutes the entire agreement between Buyer and Seller(s)(s) and supersedes and cancels any and all prior negotiations, representations, warranties, understandings and agreements (both written and oral) of Buyer and Seller(s)(s) with the exception of representations made regarding the condition and construction of subject property. No variations or amendments of this CONTRACT shall be valid or enforceable without written approval of Buyer and Seller(s)(s). All agreements and representations about the Property must be set forth in writing.

#### 40. ACCESS TO COMMON AREA SPACE

Access will be granted to Buyer from Seller(s) to all Common Area Space.

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41. RIGHT-OF-WAY FOR PARKING ACCESS  A right-of-way through Seller(s) property will be granted to Buyer and all Buyer's guest and access to all available parking spaces.
THIS AGREEMENT is hereby accepted by the parties named herein on,,
*********************
Seller(s): Anderson County Chamber of Commerce and/or Foundation
By:
Its:
Date:
Address:
***************************************
Buyer: Anderson County Government  By:
By:
Its: Mayor
Date:
Address: 100 South Main Street, Suite 210, Clinton, Tennessee 37716
By: Joshua N. Anderson
Joshua N. Anderson
Its: Chair, Anderson County Board of Commissioners
Date:
Address: 100 South Main Street, Suite 118, Clinton, Tennessee 37716

By:	
- <b>,</b> ,	Robby Holbrook
Its:	
	Finance Director
Date	·
Addr	ess: 100 North Main Street, Suite 210, Clinton, Tennessee 37716
APP	ROVED AS TO FORM:
_	
N. Ja	y Yeager, Anderson County Law Director
For	Seller(s): Anderson County Chamber of Commerce and/or Foundation
STA	TE OF TENNESSEE
COI	JNTY OF ANDERSON ( )
Com	Before me,, a Notary Public of the State and a notary aforesaid, personally appeared, the within name Seller(s), with
who	m I am personally acquainted for proved to me on the basis of satisfactory evidence),
	who acknowledged that such person executed the within instrument for purposes
nere	in with full and property legal authority to legally bind the Seller(s) (s) to this contract.
	Witness my hand and official seal, this the day of,
20	·
	Notary Public
	•
Му (	Commission Expires:
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Г	Buyer's Initials Seller(s)'s Initials 9

For Buyer: Anderson County Government		
STATE OF TENNESSEE COUNTY OF ANDERSON	) )	
Terry Frank, County Mayor, the personally acquainted (or proved to acknowledged that such person exec	of the State and County aforesaid, personally appeared agent of the within named Buyer, with whom I ame on the basis of satisfactory evidence), and who uted the within instrument for the purposes herein with lawfully bind Anderson County Government to this	
Witness my hand and officia	l seal, this the,	
20	Notary Public	
My Commission Expires:		
**************************************	**************************************	
Robby Holbrook, Director of Fina I am personally acquainted (or provided who acknowledged that such person	of the State and County aforesaid, personally appeared <b>nce</b> , the agent of the within named Buyer, with whom yed to me on the basis of satisfactory evidence), and executed the within instrument for the purposes herein ty to lawfully bind Anderson County Government to	
Witness my hand and officia 20	l seal, this the day of,	

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Buyer's Initials\_\_\_\_\_ Seller(s)'s Initials\_\_\_\_\_

	Notary Public
My Commission Expires:	
*********	**************
For Buyer: Anderson County G	Government
STATE OF TENNESSEE COUNTY OF ANDERSON	)
Joshua N. Anderson, Chair, Annamed Buyer, with whom I am patisfactory evidence), and who	ic of the State and County aforesaid, personally appeared nderson County Commission, the agent of the within personally acquainted for proved to me on the basis of acknowledged that such person executed the within n with full and property legal authority to lawfully bind this contract.
•	
. Witness my hand and office 20	cial seal, this the day of,

This Instrument Prepared by: Philip R. Crye, Jr. Attorney at Law 125 N. Main Street Clinton, Tennessee 37716

	BK/PG: 1796/53	31-532
	2200711	
Total Control of the	2 PGS:AL-WARRANTY DEED	)
	KIM BATCH: 203953	
	06/24/2022 - 03:39 PM	
	VALUE	199900.00
Name and Address of the Owner, where	MORTGAGE TAX	0.0
	TRANSFER TAX	739.6
ENGINEERS OF	RECORDING FEE	10.0
	OP FEE	2.0
Name and Address of the Owner, where	REGISTER'S FEE	1.0
	TOTAL AMOUNT	752.8
	STATE OF TENNESSEE, AND	

#### TENNESSEE WARRANTY DEED

THIS INDENTURE, made this Anday of June, 2022, between BRENDA LOU HEMPHILL, unmarried, Grantor, and ANDERSON COUNTY CHAMBER OF COMMERCE, a Tennessee non-profit corporation, Grantee.

WITNESSETH: That said Grantor, for and in consideration of the sum of One (\$1.00) Dollar, and for other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto said Grantee, the following described premises:

SITUATE in District No. One (1) of Anderson County, Tennessee, within the corporate limits of the City of Clinton, Tennessee, and being more particularly described as follows:

BEGINNING at a new iron pin in the northwesterly right-of-way line of the North Hicks Street, a corner to Paul Powers and the property herein conveyed; thence North 62 deg. 15 min. 00 sec. West 132.81 feet to an iron pin; thence with the Southern Railroad right-of-way line North 49 deg. 21 min. 00 sec. East 67.59 feet to an iron rod (new); thence with a curve turning to the right with an arc length of 186.56 feet, a radius of 787.52 feet, a chord bearing of North 56 deg. 08 min. 15 sec. East and a chord length of 186.15 feet to an iron rod (old); thence with a curve turning to the right with an arc length of 30.03 feet, a radius of 787.52 feet, a chord bearing of North 64 deg. 01 min. 02 sec. East and a chord length of 30.03 feet to an iron rod (new); thence with the property of Janie Metcalf and the property herein conveyed; thence South 59 deg. 37 min. 00 sec. East 150.73 feet to an iron rod (new); thence with the southeasterly right-of-way line of Main Street, South 19 deg. 39 min. 53 sec. West 136.73 feet an iron rod (new); thence with a curve turning to the right with an arc length of 22.76 feet, a radius of 15.00 feet, a chord bearing of South 63 deg. 07 min. 43 sec. West and a chord length of 20.64 feet to an iron rod (new); thence with a curve turning to the left with an arc length of 150.94 feet, a radius of 155.00 feet, a chord bearing of South 78 deg. 41 min. 41 sec. West and a chord length of 145.05 feet to the point of BEGINNING, containing 1.17 acres, more or less, as shown by a survey prepared by Roth Land Surveying dated February 7, 2007 bearing Project No. 07-023.

BEING the same property conveyed from Wesley Hemphill to Brenda Lou Hemphill by Quit Claim Deed dated August 22, 1991 and recorded on August 27, 1991 in Deed Book E-18, Page 288 in the Register of Deeds Office, Anderson County, Tennessee.

TAX PARCEL ID No. 074G-E-074G-012.00

TOGETHER with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. To have and to hold the premises to the Grantees, Grantees' heirs and assigns forever.

And the Grantor, and for Grantors' heirs, representatives, successors, executors, administrators and assigns, does hereby covenant with said Grantees, Grantees' heirs, executors, administrators, representatives, successors and assigns, that Grantor is lawfully seized in fee simple of the premises herein conveyed and has full power, authority and right to convey the same, that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever, and that said premises are free from all encumbrances except the following: Property taxes for the current year, which were prorated between the parties as of the date of this deed, and shall be assumed and paid by the Grantee.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties; and the use of any pronoun herein shall include the masculine, the feminine and neuter.

This description was provided to the preparer of this deed, and preparer makes no warranty or representation as to the accuracy of said description.

IN WITNESS WHEREOF, Grantor has hereunder set Grantors' hands and seal as of the date first recited above.

STATE OF TENNESSEE COUNTY OF ANDERSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named bargainor, BRENDA LOU HEMPHILL, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my, hand and official seal at office this 22nd day of 5une, 2022.

STATE MOLT Notary Public My Commission Expires: 04/05/06

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$199,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

the property transferred would command at a fair and voluntary sale.

Sworn to and subscribed Before me this the cond day of

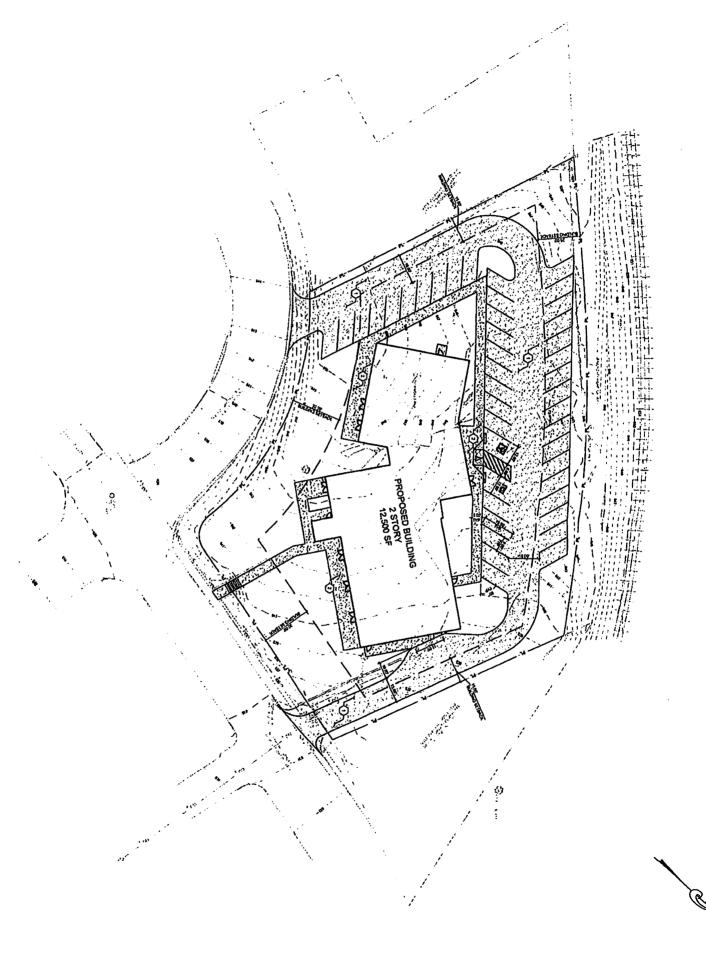
2022.

Notary Public

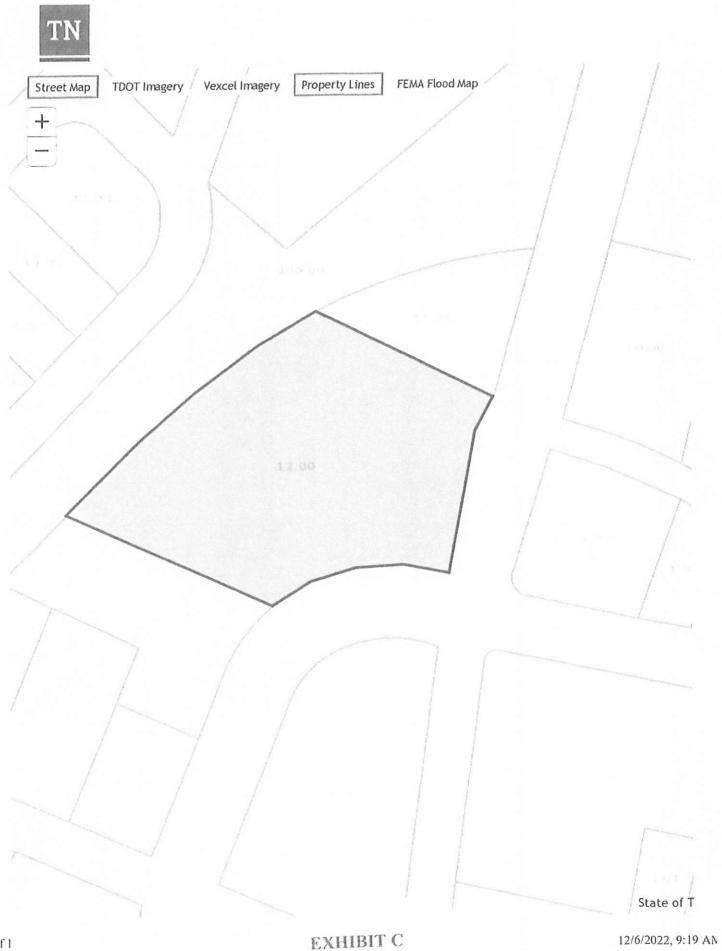
My Commission Expires:

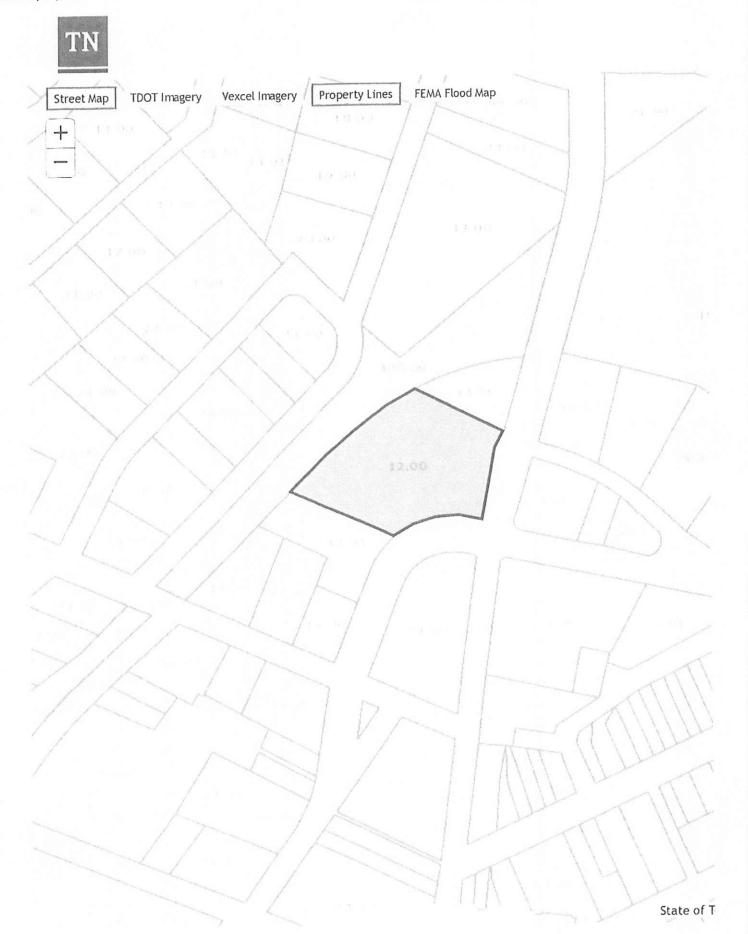
RESPONSIBLE TAXPAYER AND OWNER: Anderson County Chamber of Commerce 245 N. Main Street, Suite 200 Clinton, TN 37716

MORTGAGE HOLDER:



 **EXHIBIT B** 





#### State of Tennessee Comptroller of the Treasury **Real Estate Assessment Data**

**New Search** 

Return to List

County Number: 001

County Name: ANDERSON

Tax Year: 2023

#### **Property Owner and Mailing Address**

Jan 1 Owner: ANDERSON COUNTY CHAMBER OF COMMERCE 245 N MAIN ST. STE 200 CLINTON, TN 37716

#### **Property Location**

Address: N MAIN ST

Parcel: 012.00 PI: S/I: 000 Ctrl Map: 074G Map: 074G Grp: E

#### Value Information

Reappraisal Year: 2020

Land Mkt Value: \$101,300 Improvement Value: Total Market Appraisal: \$101,300 40 Assessment %:

\$40,520 Assessment:

#### **General Information**

08 - COMMERCIAL Class:

144 City: CLINTON City #: 000 SSD2: 000 SSD1: C01 Mkt Area: District: 0 # Mobile Homes: # Bldgs:

01 - PUBLIC

01 - PUBLIC / PUBLIC

Utilitles - Electricity:

Utilities - Gas / Gas Type: 01 - PUBLIC - NATURAL GAS Zoning:

#### **Subdivision Data**

Utilities - Water / Sewer:

Subdivision:

Block: Plat 8k: Plat Pg: Lot:

#### **Additional Description**

11 074G E 074G 01200 000

#### **Building Information**

#### **Extra Features**

#### Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
06/22/2022	\$199,900	1796	531	VACANT	WD	A
08/27/1991	\$0	E-18	288			
01/01/1987	\$110,000	Y-16	226	IMPROVED	WD	A
04/09/1984	\$0	Z-15	177			
06/16/1983	\$0	U-15	60			
04/09/1976	\$0	J-13	286			

#### Land Information

Deed Acres: 0.00

Calc Acres: 0.00

Total Land Units: 1.17

Land Type: 10 - COMMERCIAL

Soil Class:

Units: 1.17

View GIS Map for this Parcel

Glossary of Terms

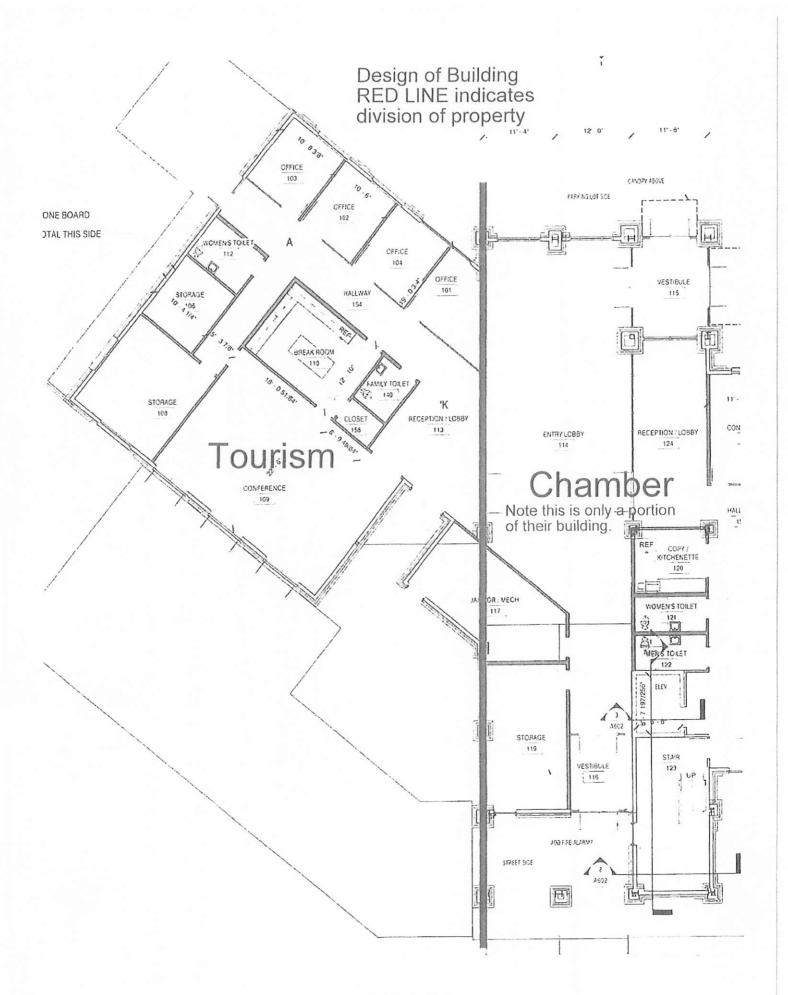
How to Search

Fact Sheet

Division of Property Assessments

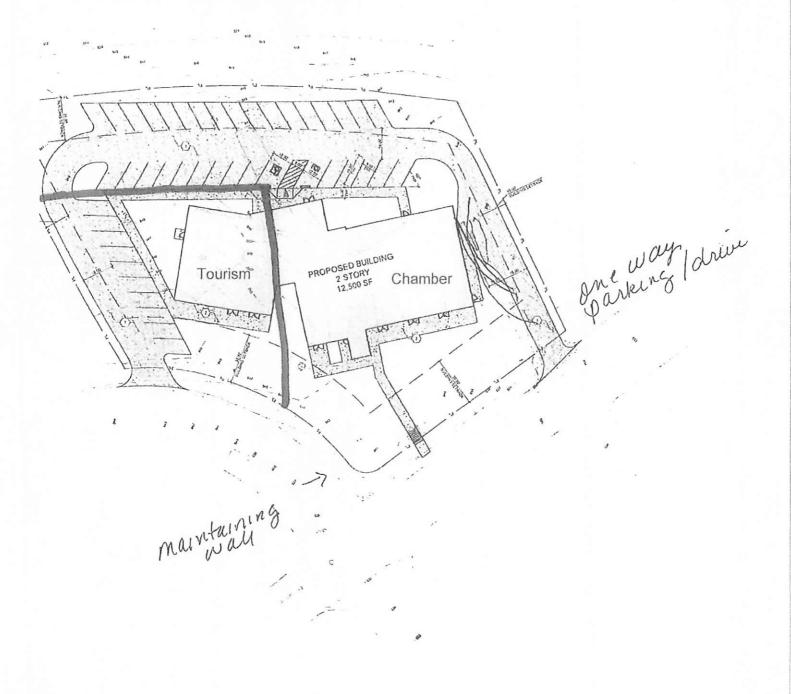
Home Page

Comptroller of the Treasury Home Page State of Tennessee Home Page



Site plan showing proposed property division
Please note that this the proposed division.
Actuate property lines will determined after final
building placement is determined and a survey is conducted





# The Necessary Steps to Relocate Anderson County Tourism Council to New Facility

# Step One-Tourism

#### Sale Anderson County Welcome Center-Purchasing Committee

- > Anderson County Commission approves surplusing the Anderson County Welcome Center.
- ➤ Anderson County Commission establishes a minimum bid of \$600,000 for the Anderson County Welcome Center. The original cost of land and building was approximately \$300,000.
- > Anderson County Commission authorizes the purchasing department to proceed to auction for the Anderson County Welcome Center and reserves proceeds of the sale to purchase the new facilities.

# Step Two-Chamber

#### **Construction of New Facility**

- > Anderson County Chamber of Commerce (Chamber) closes on property located at 398 Main Street, Clinton on May 31, 2022.
- ➤ The Chamber contracts with MBI to produce building plans for a facility that will provide a minimum of 3,000 square feet for the Anderson County Tourism Council (Tourism). The space will consist of a lobby with public ADA compliant restrooms (600sqft), offices (totaling 800sqft), private bathrooms (200sqft), a kitchen area (200sqft), two separate meeting spaces (totaling 900sqft), storage and electrical room (300sqft). Please note that the individual square footage numbers are approximate numbers. The final plans may reflect different but comparable numbers. This process could take 90 to 120 days.
- > The Chamber and Tourism presents final plans to respective boards and County Commission.
- > The Chamber present plans to the City of Clinton Planning Commission. Please note that the zoning does allow for zero lot line/condominium facilities.
- > The Chamber constructs the facility.

# Step Three-Tourism

#### **Relocation to New Facility**

- > Tourism purchases the agreed to square footage from the Chamber resulting in a deed with a zero lot line that includes Tourism's portion of the building and adjacent parking.
- ➤ The Chamber and Tourism enters into a MOU concerning the indoor and outdoor common space which will include entry, ingress and egress and exterior maintenance for the parking area and landscaping. Please note that Tourism will be responsible for expenses associated with their portion of the facility which would include utilities, data, cleaning, maintenance, insurance, etc. The two sections of the building will have separate utility meters. The contract will be created with and reviewed by the Anderson County Law Director and Purchasing Department.

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2002 E-150 Passenger Van		Drivable but in need of major repairs/rebuild	
1	BOE		\$500

- 8. Commissioner Meredith made a motion to approve to surplus the Anderson County Welcome Center via auction by Professional Auctioneer with a minimum bid of \$600,000.. Seconded by Commissioner Yager. Voting AYE: Fritts. Jameson, Meredith, Anderson, Isbel, McKamey, Mead, Creasey, Smallridge and Yager. Voting NO: Wandell, Vowell, White and Scott. ABSENT: Waddell and Denenberg. Motion passed.
- 9. Commissioner Yager made a motion to approve the following contracts. Seconded by Commissioner Meredith. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.
  - > State of Tennessee, Department of Mental Health and Substance Abuse Services, Juvenile Court, Contract #22-0091
  - > Austin Fidridge, Law Director, Contract #22-0092
- 10. Commissioner Meredith made a motion to approve Teacher's Discovery five (5) year license agreement for online Spanish curriculum. Seconded by Commissioner Yager. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.

#### **Budget**

141-46590

11. Commissioner Vowell made a motion to approve the following school appropriation. Commissioner McKamey seconded the motion. Voting AYE: Fritts. Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Scott, Smallridge and Yager. Voting NO: None. ABSENT: Waddell and Denenberg. Motion passed.

#### Increase Expenditure Codes:

141-71150-312	Contracts with Private Agencies- Transportation	\$98,230.67
141-71150-425	Gasoline	<u>1.000.00</u> \$99,230.67
Increase Revenue Code:		

Learning Program- Transportation

12. Commissioner Fritts made a motion to approve the following school transfers. Seconded by Commissioner Jameson. Voting AYE: Fritts, Wandell, Jameson, Meredith, Anderson, Vowell, Isbel, McKamey, White, Mead, Creasey, Smallridge, Scott and Yager, Voting NO: None. Absent: Waddell and Denenberg. Motion passed.

**Anderson County Commission Regular Session** 

June 20, 2022

\$99,230.67

# Anderson County Board of Commissioners Purchasing Committee Meeting Minutes December 12, 2022 4:30 p.m.

#### Room 312 of the Courthouse

**Members:** Tim Isbel (Committee Chair), Phil Yager, Catherine Denenberg, Tyler Mayes and Denise Palmer

#### A. Contracts Approved by Law Director

1. <u>State of Tennessee, Department of Tourism, Tourism, Contract #23-0050</u> – Five-year TN Tourism Hospitality Recovery Fund Grant for a total of \$163,357.25.

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

2. <u>Lexia Learning Systems, Board of Education, Contract #23-0054</u> – Three-year literacy software subscription for the Special Education Program. Cost is \$46,200 and to be paid out of this fiscal year in full. Competitive quotes obtained for price comparisons.

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

#### **B.** Contracts Pending Law Director Approval

#### C. Other Business

#### 1. Request to Surplus the following:

			Starting
DESCRIPTION	DEPARTMENT	Condition	Bid
		.64 Acre Vacant Lot in India Hills Subdivision.	
Land at 135 Iroquios	Board of	Purchased when the ACCTC students had all-day	
Lane in Clinton	Education	classes to build houses.	\$15,000

Commissioner Mayes made a motion to approve with final sale amount contingent upon Purchasing Committee and County Commission approval. Commissioner Denenberg

seconded the motion. Commissioners Yager and Palmer voted to approve. Commissioner Isbel voted no. Motion passed.

## 2. Surplus of 2011 Ford Crown Victoria. Last month Commission approved to donate vehicle to the City of Norris.

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

#### D. New Business

#### E. Old Business

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

			Starting	Winning
Description	Department	Condition	Bid	Bid
2008 Ford F250		Working, has frame damage from		\$3701
with Service Body	Fleet Services	a wreck	\$250	
2011 Ford Crown	<del>_</del>			\$2,526
Victoria, BX132053	Sheriff	Working, some dents and dings	\$250	
2011 Ford Crown		Not Working, will not start, some		\$1,425
Victoria, BX109407	Sheriff	dents and dings	\$250	
2011 Ford Crown				\$2,376
Victoria, BX108478	Sheriff	Working, some dents and dings	\$250	
2012 Dodge		Not working, has electrical		\$1,420
Charger, CH172575	Sheriff	problems, no driver seat	\$250	
2011 Ford Crown		Starts with a boost, missing		\$1,351
Victoria, BX156078	Sheriff	window, dents	\$250	
2012 Dodge				\$1,404
Charger, CH236974	Sheriff	Not working, will not start	\$250	
2016 Dodge		Not working, involved in		\$1,135
Charger, GH165607	Sheriff	accident, no title	\$250	
2005 Ford Crown		Working, cosmetic damage, park		\$1,835
Victoria, 5X113813	Sheriff	safety switch inoperable	\$250	
2007 Chevy Impala,				\$705
79213468	Sheriff	Not working, starter is removed	\$250	

Total: \$17,878

## ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

#### **December 8, 2022**

PAGE NO. ITEM NO. FUND - DEPARTMENT		<u>AMOUNT</u>	
Group 1 Con	sent Ager	nda - Transfers (No Commission Action Necessary)	
. 1	1	General Fund 101 -Circuit Clerk	\$ 3,500.00
1	2	General Fund 101 -Fleet Services	\$ 8,800.00
2	3	General Fund 101 -Chancery Clerk & Master	\$ 2,500.00
Group 2 - Ap	propriatio	ons - School (Commission Approval by Board Vote)	
2	4	Fund 141 - Special Education	\$ 150,000.00
Group 3 - Tra	ansfers - S	School (Commission Approval by Board Vote)	
Group 4 - Ap	propriatio	ons - NonSchool (Commission Approval by Board Vote)	
3	6	General Fund 101 - County Clerk	\$ 5,000.00
4	7	General Fund 101 - Sheriff	\$ 1,413.34
4	8	General Fund 101 - Sheriff	\$ 1,384.80
4	9	Fund 115 - Library Board	\$ 6,841.46
5	10	General Fund 101 -Property Assessor	\$ 25,000.00
5	11	General Fund 101 - Register of Deeds	\$ 15,250.00
Group 5 - Tra	ansfers - N	NonSchool (Commission Approval by Board Vote)	
. 3	5	General Fund 101 -Circuit Clerk (Payroll)	\$ 10,000.00

Group 6 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)

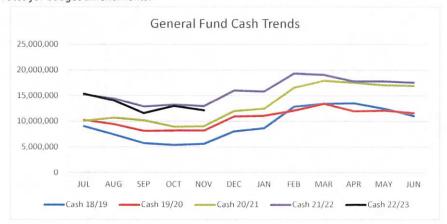
Group 7 - Miscellaneous

#### ANDERSON COUNTY GOVERNMENT CASH AND FUND BALANCE REPORT November 30, 2022

FUND	DESCRIPTION	NON- SPENDAE	LE	RESTRICTED FUNDS	C	COMMITTED		ASSIGNED FUNDS	33.7	NASSIGNED ND BALANCE	FU	TOTAL ND BALANCE	CASH
	General Fund	\$	-	\$ 1,120,934	\$		\$	3,707,259	\$	9,508,931		16,023,108	\$ 12,159,761
115	Library Fund	\$	-	\$ 370,562			\$	-	\$	-	\$	370,562	\$ 301,680
116	Solid Waste/Sanitation Fund	\$	-	\$ 383,657	\$	-	\$	-	\$	-	\$	383,657	\$ 201,674
118	Ambulance Fund	\$	-		\$	-	\$	-	\$	669,478	\$	669,478	\$ 612,372
121	American Rescue Plan				••••••		*********						\$ 13,378,283
122	Drug Control Fund	\$	-	\$ 161,696	\$	8,754	\$	-	\$	-	\$	170,450	\$ 182,263
127	Channel 95 Fund	\$	-	\$ -	\$	-	\$	65,272	\$	-	\$	65,272	\$ 49,954
128	Tourism Fund	\$	-	\$ 406,121	\$	-	\$	200,000	\$	-	\$	606,121	\$ 710,145
131	Highway Fund	\$ 77,67	70	\$ 269,737	\$	2,096,873	\$	-	\$	-	\$	2,444,280	\$ 4,499,608
141	General Purpose School Fund	\$	-	\$ -	\$	13,139,714	\$	-	\$	-	\$	13,139,714	\$ 14,584,279
143	Central Cafeteria	\$ 144,35	51	\$ 2,241,140	\$	-	\$	-	\$	-	\$	2,385,491	\$ 2,850,342
151	General Debt Service Fund	\$	-	\$ 730,140	\$	=	\$	-	\$	-	\$	730,140	\$ 587,673
152	Rural Debt Service Fund	\$	-	\$ 290,884	\$	-	\$	-	\$	-	\$	290,884	\$ 168,956
156	Education Debt Service Fund	\$	-	\$ 186,452	\$	118,995	\$	-	\$	-	\$	305,447	\$ 362,300
171	Capital Projects Fund	\$	-	\$ 149,916	\$	-	\$	-	\$	-	\$	149,916	\$ 255,543
177	Education Capital Projects Fund			\$ 535,178	\$	-	\$	-	\$	-	\$	535,178	\$ 346,362
263	Employee Benefit Fund	\$ 35,79	93	\$ -	\$	-	\$	1,603,613	\$	-	\$	1,639,406	\$ 1,546,100
		\$ 257,83	L4	\$ 6,846,417	\$	17,050,320	\$	5,576,144	\$	10,178,409	\$	39,909,104	\$ 52,797,295

<sup>\*</sup> General Unassigned Fund Balance limit of \$5.5MM requiring 2/3 (11) votes for budget amendments.

	Cash Trends November
Cash 18/19	5,638,244
Cash 19/20	8,211,552
Cash 20/21	9,072,964
Cash 21/22	12,975,594
Cash 22/23	12,159,761





### BUDGET COMMITTEE MINUTES DECEMBER 8, 2022

#### Members Present:

Jerry White, Acting Chairman Michael Foster, Commissioner Tracy Wandell, Commissioner Bob Smallridge, Commissioner Sabra Beauchamp, Commissioner Shelly Vandagriff, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

#### Members Absent:

Shain Vowell, Commissioner – Chairman Catherine Denenberg- Commissioner

#### TRANSFERS (Approved through Consent Agenda)

<u>THE 1<sup>st</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Rex Lynch, Circuit Court, that the following **TRANSFER** in General Fund 101 be approved.

#### Decrease Expenditure Code:

101-53100-310

Other Public Agencies

\$3,500.00

#### Increase Expenditure Code:

101-53100-711

**Furniture** 

\$3,500.00

<u>Justification:</u> To purchase furniture for the Collections Dept.

Motion by Commissioner Michael Foster, seconded by Commissioner Sabra Beauchamp, and passed to approve the transfer requests.

<u>THE 2<sup>nd</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from John Vickery, Fleet Services, that the following **TRANSFER** in General Fund 101 be approved.

#### **Increase Expenditure Codes:**

101-54900-425	Gasoline	\$3,000.00
101-54900-351	Rent	5,000.00
101-54990-359	Disposal Fee	800.00
	<del>-</del>	\$8,800.00

#### Decrease Expenditure Code:

101-54900-453-1000 Vehicle Parts \$8,800.00

#### Justification:

101-54900-425 Rising fuel cost nationwide

101-54900-351 Lease was renewed in September 2022 after budget was approved an increase in lease amount this is to finish the lease payment for year. This will be corrected in 2023-2024 budget.

101-54900-359 added a dumpster fiscal year 21-22, oversight left out of 22-23 budget will be added this budget will be added this budget cycle.

Motion by Commissioner Michael Foster, seconded by Commissioner Sabra Beauchamp, and passed to approve the transfer requests.

<u>THE 3<sup>rd</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Harold Cousins, Chancery Clerk & Master, that the following **TRANSFER** in General Fund 101 be approved.

#### Increase Expenditure Codes:

101-53400-435 Chancery Office Supplies \$2,500.00

Decrease Expenditure Code:

101-53400-499 Chancery Bound Books \$2,500.00

Justification: Not enough in fund to cover office supplies.

Motion by Commissioner Michael Foster, seconded by Commissioner Sabra Beauchamp, and passed to approve the transfer requests.

# APPROPRIATIONS REQUIRING FULL COMMISSION APPROVAL

<u>THE 4<sup>h</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Kim Towe, Special Education, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

#### Increase Revenue Code:

141-43551-SEFFS Special Education Fees for Service \$150,000.00

#### Increase Expenditure Codes:

141-71200-116-SEFFS	Teachers	\$24,000.00
141-71200-163-SEFFS	Educational Assistants	18,100.00
141-71200-171-SEFFS	Speech Pathologists	35,000.00
141-71200-201-SEFFS	Social Security	5,000.00
141-71200-204-SEFFS	State Retirement	6,000.00
141-71200-212-SEFFS	Employer Medicare	1,150.00
141-72220-162-SEFFS	Clerical Personnel	14,000.00

141-72220-189-SEFFS	Other Salaries & Wages	38,000.00
141-72220-201-SEFFS	Social Security	3,500.00
141-72220-204-SEFFS	State Retirement	4,400.00
141-72220-212-SEFFS	Employer Medicare	<u>850.00</u>
	• •	\$150,000.00

<u>Justification:</u> To appropriate funds from Special Education fees for service for stipends to Crisis Management Restraint Training participants and school based Special Education department chairs.

Motion by Commissioner Tracy Wandell, seconded by Commissioner Michael Foster, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

<u>THE 5<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Rex Lynch, Circuit Court, that the following **TRANSFER** (**PAYROLL**) in General Fund 101 be approved.

#### Decrease Expenditure Code:

101-53100-169 Part-Time \$10,000.00

Increase Expenditure Code:

101-53100-187 Overtime \$10,000.00

Justification: Due to transfer of OP cases from Chancery Court to General Sessions Court.

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

<u>THE 6<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Jeff Cole, County Clerk, that the following **APPROPRIATION** in General Fund 101 be approved.

#### Increase Revenue Code:

101-46990-6000 Business Tax Process Fee \$5,000.00

Increase Expenditure Code:

101-52500-399 Service Contracts \$5,000.00

Justification: To cover our current service contracts thru the end of year (6/30/2023).

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

<u>THE 7<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Sheriff Russell Barker, Sheriff's Department, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-54110-338 Vehicle Maintenance \$1,413.34

Increase Revenue Code:

101-49700 Insurance Recovery \$1,413.34

<u>Justification</u>: This money is insurance recovery funds obtained after payout from our carrier. One of our 2017 Explorers was damaged in an accident.

Motion by Commissioner Tracy Wandell, seconded by Commissioner Michael Foster, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

<u>THE 8<sup>th</sup> ITEM</u> to be presented to the Anderson County Budget Committee, was a written request from Sheriff Russell Barker, Sheriff's Department, that the following **APPROPRIATION** in General Fund 101 be approved.

#1 204 00

Increase Revenue Code:

Contributions	\$1,384.80		
Increase Expenditure Codes:			
Other Emergency Management-	\$694.40		
Social Security			
Other Emergency Management-	528.00		
Retirement			
Other Emergency Management-	<u>162.00</u>		
Medicare	\$1,384.80		
	Other Emergency Management-Social Security Other Emergency Management-Retirement Other Emergency Management-		

Justification: Covering fringe benefits for the 911 dispatcher's performance bonus.

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Tracy Wandell, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

<u>THE 9<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from AC Library Board, Clinton Public Library, that the following **APPROPRIATION** in Library Fund 115 be approved.

Decrease Reserve Code:

115-34535-2001 Restricted Reserve \$6,841.46

**Increase Expenditure Codes:** 

115-56500-437-2000	Periodicals	\$1,245.96
115-56500-320-2000	Memberships	90.00
115-56500-432-2000	Books & Media for Collection	433.50
115-56500-709-2001	Data Processing Equipment	<u>5,072.00</u>
	<b>5</b>	\$6,841.46

<u>Justification</u>: The periodicals transfer is to fund our existing periodicals. The membership increase is to fund our membership to TennShare. This is so we can purchase a discounted subscription to Kanopy Plus for our users. The subscription is the increase in the 432 line item. The technology line item is to fund purchases for the LSTA grant we've received of which we'll be receiving \$2,023 back from the state in a refund.

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

<u>THE 10<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Johnny Alley, Property Assessor, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000 Unassigned Fund Balance \$25,000.00

(Amendment will be from 101-34615-1000 Audit Reserve & Rec and a JE will replenish the reserve for 39000)

Increase Expenditure Code:

101-52300-331 Legal Services \$25,000.00

Justification: Legal services for appeals and appraisals.

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Michael Foster, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

<u>THE 11<sup>th</sup> ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Tim Shelton, Register of Deeds, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51600-399 Other Contracted Services \$15,250.00

Decrease Revenue Code:

101-39000 Unassigned Fund Balance \$15,250.00

(Amendment will be from 101-34510 Data Processing Reserve Fund and a JE will replenish the reserve for 39000)

<u>Justification</u>: Book Restoration with digital imaging and installation of a digital scanner.

Motion by Commissioner Michael Foster, seconded by Commissioner Sabra Beauchamp, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

Meeting Adjourned.

Robby Holbrook, Finance Director



#### Office of the Director of Schools

101 South Main Street, Suite 501 Clinton, Tennessee 37716 Office: (865) 463-2800 Fax: (865) 457-9157

Dr. Tim Parrott, Director

#### **MEMORANDUM**

TO: County Commission Members

Terry Frank, County Mayor

Robbie Holbrook, Finance Director

FROM: Dr. Tim Parrott, Director of Schools 12. 2 Par-

DATE: December 2022

RE: Report to County Commission

#### **Attendance**

Student enrollment currently is at 5963 students.

#### **GEAR UP**

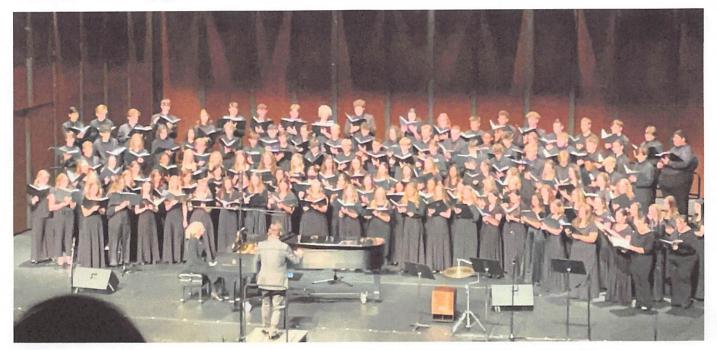


CHS GEAR UP partnered with HOSA to attend the Tennessee Healthcare Career Summit at ETSU. Students heard speakers from the Quillen College of Medicine, Gatton College of Pharmacy, and ETSU's public health, rehab sciences, and nursing programs.

GEAR UP & business students from CHS and ACCTC attended the Miss Business event at UTK sponsored by Junior Achievement on November 4.



#### Anderson County High School



Congratulations to the five students who represented ACHS at the East Tennessee Vocal Association All-East Choir this year. Jeremiah Flatford, Adison Shaw, Sonia Bean, Will Beard, and Mary Jo Mattingly participated in rehearsals on Thursday, November 17 through Saturday, November 19 at Maryville College. The concerts were on Saturday, November 19 in the afternoon at the Clayton Center for the Arts. Jeremiah Flatford and Adison Shaw both had auditioned solos in the performance.

#### Clinton High School



Riley Webb was notified this month he has been chosen as a Buchanan Fellow at MTSU. The full scholarship comes with bonus funds for study abroad and textbooks. Only 20 awards are given each year. Congratulations RILEY!!!

#### **ACCTC**



On Friday, November 16, ACCTC Coding students traveled to Roane State in Oak Ridge to participate in the fifth annual CyberDefense competition. The competition required students to engage in "Capture the Flag" activities, such as packet sniffing, cryptography, and reverse engineering.

ACCTC students were awarded first and second place in the competition.

Innovation Academy





Innovation Academy staff serves their students Thanksgiving Dinner

The staff of the Innovation Academy cooked and served a special Thanksgiving dinner for their Bridge Academy and ACOLA (Online) students before Thanksgiving break. Staff members provided turkey, ham, dressing, veggies, and desserts for the event. Dinner was held in the culinary arts room at ACCTC and was served on real plates with real cutlery. A special thanks to ACCTC for the use of their culinary arts dining hall and kitchen and to Norris Middle School for the use of their glasses, plates, and tableware.

#### MIDDLE SCHOOLS

#### Clinton

CMCCA's Holiday Shopping Extravaganza

Students at Clinton Middle are learning that hard work pays off! Students who earned PBIS points throughout the semester are visiting the Holiday Shop where they can purchase items donated by the community. We have everything from Christmas ornaments to brand new shoes for students to take home. It's been a great experience to watch our students enjoy shopping for themselves and their families by using points they have earned from positive decisions and good choices they have made here at school. As our students pick through household items for their parents and toys for younger siblings, they remind us that this season it truly is better to give than to receive.

#### Lake City



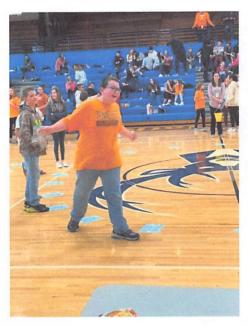
Lake City
Middle Students
who have
reached the
halfway point in
the 40 book
challenge
celebrated with
a visit to



McKay's and brunch at Shoney's. These students have read 20 books already this school year! They enjoyed shopping for their very own books, made several trips to the buffet, and had a blast singing Christmas carols on the way back to school. These

students are making literacy a focus of their learning this year and we are so very proud of them!





The Cake Walk legacy continues in Laker Land! We have over 20 years of cake walks for charity in the books. This year was full of fun music and great times. We would like to offer the United Grocery Outlet a huge thanks for their donations to this effort.





The 7th graders in Ms. Carroll's science class participated in frog dissection while learning more about anatomy. This was a memorable experience that these middle school students will certainly never forget.

**Norris** 

NMS 6th-Grade Robotics



Sixth-graders in Mr. Oldham's STEM class began working on their robots last week. The

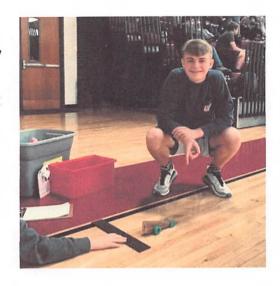
goal is to create one that will pick up an item and move it across the room. The process included studying models, designing the robot and practicing the engineering process prior to implementing the final plans.

Well done, team!



#### NMS 8th-Grade Stem

Meanwhile, in Mr. Oldham's 8th-grade STEM classes, students engaged in the engineering process by researching, designing, testing, and finally racing self-built drag cars. The friendly competition in the gymnasium lasted all day, with the slowest time being 4 seconds to the finish! One of the fastest models was Lincoln Tummel's, clocking in at a little under 2 seconds!



#### **ELEMENTARY SCHOOLS**

#### Andersonville



We are getting new and exciting playground equipment at Andersonville. It is currently being installed and we cannot wait to see the finished product!

Over 600 items have been collected to help families in need. Thank you to our

community for sending these food donations.





Congratulations to Ms. Linkes for being named Teacher of the Year! We are very lucky to have her as part of our school family!

#### Claxton

Congratulations to our Aurora for winning a \$100 UTrust G-Force check!

All G-Force students who met the requirements had their names put into a random drawing for a chance to win \$100. Aurora was one of six students from all over Tennessee that won!

We are very proud of you, Aurora!

Keep spreading gratitude and kindness!



We kicked off our Holiday Spirit Week this week. Students are excited to celebrate all the learning that has went on this semester and celebrate the last week of school.





Claxton Elementary would like to announce our 2022-2023 Teacher of the Year! Huge congratulations to Mrs. Taylor Nobles!





Miss Knoxville Tennessee stopped by to visit our second graders today and taught them about service dogs! Our students and staff love and appreciate you!

#### **Dutch Valley**

A few days ago, our friends from Meadow Baptist Church out of Comer, GA visited our school for

their annual trip. Each year these fabulous folks provide our students new backpacks loaded with TONS of goodies! We love this day and the joy it brings to our students' faces.



The staff and students are extremely proud to announce our 2022–2023 Teacher of the Year. Mrs. Becca Seiber is the most kind, loving person in our

building! She loves all our students and will do anything possible to make them happy and successful. There's no one more deserving!

On December 12, student's dressed in their Christmas best and enjoyed a school-wide field trip! First, we watched a wonderful play titled "A Laura Ingalls Wilder Christmas" put on by the Word Players. Then, we enjoyed lunch at Pizza Inn where students were able to eat their weight in delicious pizza! This field trip was FREE to students thanks to the work of our



Home of the

LEAPS After School Leadership Club. These leaders helped their club leader, Ms. Brooks, apply for the Tennessee Arts Commission Ticket Subsidy Grant. Then, they wrote letters to secure donations from our community sponsors to cover the remaining costs.

We'd like to thank the sponsors that made this trip possible: Mayor Terry Frank; District 5 County Commissioners Robert McKamey and Jerry White; Bear Stephenson Auction & Realty; Ray Varner Ford; Rusty Wallace Chevrolet; Turnkey Technical; and Debbie Carroll of Blowing Springs Church.

#### Lake City

Our school feels so lucky that we had the opportunity to help cheer on our Mavs before they left for the state tournament. These young men were so appreciative and polite

#### **Norris**



Santa Shop is in full swing as students shop for family members, friends and pets. On their first day, they sold over 1,000 items. PTO mothers, grandmothers and other friends make this holiday tradition possible for our students.

The after school club Owls Give a Hoot went Christmas

caroling around the town of Norris. While Christmas caroling at the

Norris Market, students were treated to free ice cream for spreading good cheer.





On Saturday, December 10 students came to school for a special Explore to Soar Saturday club. Students who attended made ornaments, played games and got a special visit from Santa as he drove through the streets of Norris.











Artwork of the month at the Norris Post Office is a collection of reindeer from Mrs. Floyd's classroom. The Future Art Teachers Club went to the library to install the pieces in the post office gallery.





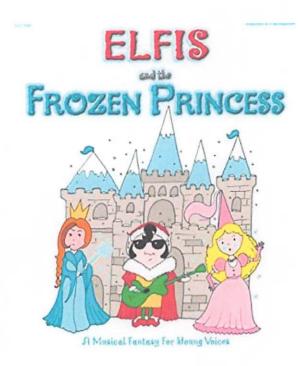
The Anderson County Mavericks won the state championship. Several members of the football squad were once students at Norris Elementary. The elementary school cheered the team on as they were leaving for their trip to Chattanooga.





Marti Bailey, Reading Recovery teacher and interventionist, was chosen as Norris' elementary teacher of the year. McKeila Cotton was selected as the district's preschool teacher of the year. These honors go to teachers who were appointed by their fellow teachers. Congratulations!



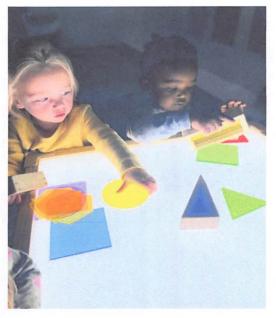




3rd-5th graders perform "Elfis and the Frozen Princess". They are performing under the direction of our AMAZING music teacher, Ms. Angie!

Early Head Start worked hard last week on their light study. Look at them exploring all different types of light!





Norwood Elementary is proud to have received an amazing donation from the Windrock Shooting Range and Training Center along with the Norsemen Shooting Group. They raised \$3,500 in honor of Ms. Betty. This donation is greatly appreciated! Thank you!



Some of our sweet Jags were representing NWES playing basketball! We are so proud of our students and all the different interests they have.



Spirit week is in full swing the last 2 weeks of December. Hats off to the weekend! Hat day was such a blast!







The second grade team led staff through chapter 3 of our book study during PLC today. We discussed self-actualization and how we can encourage those traits in our classrooms. Growth mindset, mental disposition, and goal setting were the three top discussion points. Great job second grade team!

Congratulations third grade for being class of the month! Thank you so much <u>Jay Steele</u> for delivering another successful Krystal party to our students! Go third grade!





Mrs. Roz's SOAR Gardening Club made pinecone ornaments! They also checked on the plants in the garden and pulled

some weeds.

They even remembered how to check the moisture in the soil like Mrs. Roz showed them last time! Nice job, gardeners!



We have amazing parent support at Norwood! Whether it's kind words or sweet treats, we appreciate each and every one of you. Thank you Shawna Phillips for the sweet treats and Jessica Jones for the Mary Kay goodies.



Pre-K started off the month of December with Mrs. Bonczek reading *The Twelve Days of Christmas in Tennessee*.







### ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

December 14, 2022

Commissioner Josh Anderson Chairman, Anderson County Board of Commissioners

RE: Mayor's Report

Dear Chairman Anderson and Honorable Members of Commission,

I wish to add the following items to the Agenda:

- Requesting motion to approve Resolution No. 23-01-974 authorizing the county mayor
  to apply for Fiscal Year 2023 Community Development Block Grant Addressing Food
  Insecurity. This is a zero match grant application, and we are working with the
  Anderson County School System to accomplish the work plan for the application. Our
  objective is to enhance their capacity to distribute food to low-income communities and
  populations. (Res. Attached)
- Reappointment of John Stair to the Powell Clinch Utility District, term expiring 12/31/2026. Per requirements, I am requesting a motion to enter the Order Appointing Commissioner into the minutes of the Anderson County Board of Commissioners.
- 3. Appointment of Ernie Bowles to the Anderson County Economic Development Association, to fill position of retiring member Cathy Brown. Term expiring 9/2026. Requesting motion to confirm.

Sincerely,

Terry Frank

## Anderson County, Tennessee Board of Commissioners

#### **RESOLUTION #23-01-974**

# A RESOLUTION AUTHORIZING ANDERSON COUNTY TO APPLY FOR THE FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT - CV ADDRESSING FOOD INSECURITY APPLICATION FUNDS UP TO THE AMOUNT OF \$500,000

- WHEREAS, the Community Development Block Grant CV Addressing Food Insecurity Grant as administered by the State of Tennessee offers grants to local jurisdictions to fund food insecurity programs; and
- WHEREAS, Anderson County Commission desires to take advantage of this grant opportunity to better serve the citizens of Anderson County; and

NOW, THEREFORE, BE IT RESOLVED that Anderson County Commission does hereby authorize the County Mayor or her representative to prepare an application for Community Development Block Grant - CV Addressing Food Insecurity Grant for the maximum allowed funding amount of \$500,000.00, to be used for partnering agency to provide food to those less fortunate in the region; and

**BE IT FURTHER RESOLVED** that under the Community Development Block Grant - CV Addressing Food Insecurity Grant a match requirement of \$0.00 is required from Anderson County.

**DULY PASSED AND APPROVED** this 17th day of January, 2023.

osh Λnderson, Commission Chairman	_	Terry Frank, Anderson County Mayor	
	ATTEST:		
		Jeff Cole, Anderson County Clerk	

#### BEFORE THE COUNTY MAYOR OF ANDERSON COUNTY, TENNESSEE

In re:	
)	
POWELL-CLINCH UTILITY DISTRICT )	
OF ANDERSON AND CAMPBELL )	
COUNTIES, TENNESSEE )	

#### ORDER APPOINTING COMMISSIONER

Having received on November 17, 2022 a letter from the Board of Commissioners of Powell-Clinch Utility District of Anderson and Campbell Counties, Tennessee, of the same date giving notice that the term of office for the Anderson County seat on said Board of Commissioners currently held by Commissioner John Stair ends on December 31, 2022, and said letter also providing in accordance with the applicable requirements of T.C.A. § 7-82-307(a)(4)-(5), a list of three (3) names of Anderson County residents selected by said Board of Commissioners as nominees for appointment to fill such vacancy, which list of nominees the Board of Commissioners has certified under its seal to be in rank order of preference recommended by the Board;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the nominee

Mr. John Star , from the aforesaid list, who resides at

205 Walmt Street, Clinton , is hereby appointed to the Board of Commissioners of the Powell-Clinch Utility District of Anderson and Campbell Counties,

Tennessee, to serve for a four (4) year term commencing on January 1, 2023 through December 31, 2026; provided, however, that said appointee shall continue to hold office until the appointee's successor is appointed and qualified as provided by T.C.A. § 7-82-307(a)(3).

IT IS FURTHER ORDERED, that this Order be entered of record on the minutes of the County Commission for Anderson County, Tennessee, and that a certified copy of this Order be mailed to the Powell-Clinch Utility District of Anderson and Campbell Counties, Tennessee at Post Office Box 428, Rocky Top, Tennessee 37769, and the nominee named above appointed to that board by this Order, all as required by the applicable provisions of T.C.A. § 7-82-307(a).

ENTERED this the 21 day of Nov . 2022.

TERRY FRANK, COUNTY MAYOR ANDERSON COUNTY, TENNESSEE

# 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:

December 14, 2022

RE:

Law Director's Report - December 19, 2022 - County Commission Meeting

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

#### A. Contract Approvals:

- 1. State of TN Grant- Detention Facility
- 2. Lexia Learning- Schools
- 3. EMT Consultants- Property Assessor
- 4. State of TN- Old Circle Bridge- Highway Dept.
- 5. 3DD Entertainment- ACTV
- 6. Allpaid Credit Card Processing- Planning Dept.
- 7. Allpaid Credit Card Processing- AC Dental Clinic
- 8. Allpaid Credit Card Processing- Emory Valley Dental Clinic
- 9. GEO Services- Mayor's Office
- 10. State of TN- Tourism Grant

#### **B.** Anderson County Zoning Violations:

Newly Opened:

1. 344 Old Clear Branch Road, Joshua Scott

#### Newly Filed:

- 1. 311 Strong Hollow Lane, Jo Ann Nelson
- 2. 126 Johnny Smith Lane, Donna and Phillip Mendoza

#### C. Bankruptcies:

- 1. Wilson, L- Chapter 7, Notice of Intent to Sale Property filed by Trustee. No outstanding court fees associated with 21CW0061 for which the Anderson County General Sessions Court received Notice. No Claim Necessary.
- 2. Huckeby, J. Chapter 7, Notice of Need to File Proof of Claim Due to Recovery of Assets filed by Trustee. No outstanding fees associated with the matter filed in the Anderson County General Sessions Court for which Notice was received are due at this time. No Claim Necessary.
- 3. McBride, K. Chapter 7, previously listed on the September 2022 Commission Updates as a No Claim Necessary. Order received by Anderson County General Sessions Court states Chapter 7 Case has been dismissed. No action necessary.

#### D. Delinquent Taxes

December 10, 2022- City of Norris and City of Oak Ridge Delinquent Tax Sale took place at 10:30 am via on-line auction on GovEase. Seven properties were auctioned and six were sold. (See attached Report)

#### E. Broadband Accessibility Grant

- 1) Resolution 22-12-973 Authorizing the Mayor to Retain Ownership in Property Received through the Delinquent Tax Sale. (Operations Agenda)
- 2) Lease Agreement with Highland Communications for Broadband Accessibility Grant Infrastructure. (Operations Agenda)
- F. Real Estate Purchase Contract New Tourism Council Office (Operations Agenda)
- **G.** Courtesy Resolutions Resolution 22-12-975 through 1070 Honoring the State Champion Anderson County High School Maverick Football Team. Requested by Commissioners Isbel, Anderson and Vandagriff.

County Purchase Details - City of Oak Ridge - Norris - Anderson County County

Parcel Count: 7

PDF Generated: 12/12/2022 08:18:05 AM CST

Reporting Period: Current Auctions Only

Total	\$68,266.83	\$39,750.49	\$26,246.69	\$13,661.11	\$28,838.44	\$69,960.64	\$10,957.75	\$257,681.95
Overbid %	866.02 %	179.92 %	% 00.0	2.00 %	398.21 %	647.39 %	% 00'0	197.44 %
Overbid Amount	\$61,200.00	\$25,550.00	\$0.00	\$650.00	\$23,050.00	\$60,600.00	\$0.00	\$86,631.95 \$171,050.00 197.44 %
Face Value	\$7,066.83	\$14,200.49	\$26,246.69	\$13,011.11	\$5,788.44	\$9,360.64	\$10,957.75	\$86,631.95
Parcel Location	212 OAK ROAD	114 ORANGE LANE	MISSISSIPP	104 WALPOLE LANE	154 GARDEN RD	142 S. PURDUE AVE	391: ILLINOIS AVE	
Parcel Number	031K A	094H A 094I 01900	104D A 098M 03000	099G D 099G 00400	031K E 031F 03200	100P D 100P 03400	099J A 099J 00500	
Primary Owner	ALFRED JERRY W. GOINS, AND STARLA BERRY	BRANSON; TRACEY LEE	CALDWELL , MARCUS AND WIFE, YOLANDA	GOODMAN, ALFRED	JOYCE P. HOUSLEY C/O CARL AND JAMES HOUSLEY	LONG, DOROTHY JOAN (DECEASE D)	LOWE, LARRY	
Zip	37628	37421	37830	37830	37421	37421	(6)	
State	NT.	Z	N	NT (	ST.	Z.		
City	Norris	Chattanoog a	Oak Ridge	Oak Ridge	Chattanoog a	Chattanoog a		Mary Control
Buyer Address	62 Hickory Trail -	7022 Shallowford Road	116 Morningsid e Drive	108 Administrati on RD #4193	7022 Shallowford Road	7022 Shallowford Road		
Name on Certificate	Chris Mitchell and Pamela Turner	White Pine Properties, LLC		FACES 108 Constructio Administration LLC and #4193	White Pine Properties, LLC	White Pine Properties, LLC	Cierk & Master	
Bidder ID	2022-04	2022-26	2022-08	0222-23	2022-26	2022-26		
Unique #	1	2	ဇ	4	<b>12</b>	12	<b>60</b>	
Date Purchased	12/10/2022	12/10/2022	12/10/2022	12/10/2022	12/10/2022	12/10/2022	12/10/2022	

#### Anderson County Board of Commissioners

# OPERATIONS COMMITTEE MINUTES December 12, 2022 6:00 PM Room 312

Members Present: Tim Isbel, Denise Palmer, Anthony Allen, Stephen Verran, Tyler

Mayes, Joshua Anderson, Robert McKamey and Phil Yager

Members Absent: None

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

Commissioner Mayes said the prayer.

Commissioner Yager led the Pledge of Allegiance.

Motion made by Commissioner Yager to approve the agenda as presented. Seconded by Commissioner McKamey. Motion passed.

#### **Procurement Procedures**

No Action Taken.

#### Mayor

Commissioner Allen made a motion to approve Resolution No. 22-12-973 Authorizing Anderson County to retain ownership in real property at 303 Hill Street, Rocky Top, TN, Map: 008M; Group: F; Control Map: 008M; Parcel: 014.00 to use for a public purpose. Seconded by Commissioner Yager. Motion passed unanimously to forward to full commission for approval.

Commissioner McKamey made a motion to approve the Lease Agreement with Highland Communication for use of 303 Hill Street as part of the Broadband Infrastructure project. Seconded by Commissioner Anderson. Motion passed unanimously to forward to full commission for approval.

Commissioner McKamey made a motion to allow the Mayor to get a group together and have meetings to discuss the Fire Truck Resolution renewal. Seconded by Commissioner Anderson. Motion passed.

Comptroller's Investigative Report on Animal Care and Control No Action Taken.

#### **Law Director**

Commissioner Yager made a motion to approve the sale of the Tourism property. Seconded by Commissioner Anderson. Motion passed unanimously to forward to full commission for approval.

Commissioner Palmer made a motion to reconsider the sale of the building. Seconded by Commissioner McKamey. Motion Failed.

Tourism Real Estate Sales Contract failed for lack of a motion.

## New Business: None.

<u>Old Business:</u> Commissioner Mayes requests an update from Nathan, EMS, on the property study for locations.

#### **Meeting Adjourned**

## Anderson County, Tennessee Board of Commissioners

**RESOLUTION No: 22-12-1071** 

## RESOLUTION ESTABLISHING MEETING DATES AND TIMES FOR THE ANDERSON COUNTY BOARD OF COMMISSIONERS.

WHEREAS, notice is hereby given to all County Commissioners and residents of Anderson County, and to all other interested persons, that open, public and regular meetings of the Anderson County Board of Commissioners will be held on the third Monday of each month for the 2023 calendar year excluding January and February which will be held on the third Tuesday each month due to the holidays, schedule is as follows:

January 17, 2023 at 6:30 P.M. (Tuesday)
February 21, 2023 at 6:30 P.M. (Tuesday)
March 21, 2023 at 6:30 P.M.
April 17, 2023 at 6:30 P.M.
May 15, 2023 at 6:30 P.M.
June 19, 2023 at 6:30 P.M.
July 17, 2023 at 6:30 P.M.
August 21, 2023 at 6:30 P.M.
September 18, 2023 at 6:30 P.M.
October 16, 2023 at 6:30 P.M.
November 20, 2023 at 6:30 P.M.
December 18, 2023 at 6:30 P.M.

**WHEREAS**, meetings will be conducted in Room 312 of the Anderson County Courthouse located at 100 North Main Street, Clinton, TN, 37716.

**WHEREAS**, the Commission Chairman and County Clerk reserve the right to call for Special Called Sessions of the Board of Commissioners as needed with due public notice.

**NOW THEREFORE, BE IT RESOLVED,** by the Anderson County Board of Commissioners meeting in regular session this 19<sup>th</sup> day of December, 2022, that we hereby approve and establish the above-recited meeting dates and times as the official calendar for the 2023 year.

**RESOLVED, DULY PASSED, APPROVED AND EFFECTIVE** this 19th day of December 2022.

shua Anderson, County Commission Chairman	Terry Frank, County Mayor	
	ATTEST:	
	Leff Cala Caynety Clark	