

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
April 10, 2023
6:00 PM Room 312

Members Present: Tim Isbel, Denise Palmer, Tyler Mayes, Joshua Anderson, Phil Yager, Stephen Verran and Anthony Allen

Members Absent: Robert McKamey

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

Nathan Sweet said the prayer.

Commissioner Mayes led the Pledge of Allegiance.

Chairman Isbel added Resolution No. 23-04-1086 to the agenda under the Law Director's Report and Updating Commission Website requested by Commissioner Allen under new business.

Chairman Yager made a motion to approve the Agenda as amended. Seconded by Commissioner Mayes. Motion passed.

No citizens appeared.

Coalition against Human Trafficking

Presentation by Brittany Thompson

Commissioner Mayes made a motion to send to full commission to create a task force/committee from the government perspective locally to work on this issue and include the Mayor, Sheriff, Law Director and District Attorney General. Seconded by Commissioner Allen. Motion passed unanimously.

Mayor

Commissioner Yager made a motion to approve Resolution No. 23-04-1084 Authorizing Anderson County to apply for FY 2023-2024 Appalachian Regional Commission (ARC) Partnerships for the Opportunity and Workforce and Economic Revitalization (POWER) Implementation Grant Funding. Seconded by Commissioner Anderson. Motion passed unanimously to forward to full Commission for approval.

Anderson County EOC and Clinton Fire Department Station 4 Update - No Action Taken.

Commissioner Anderson made a motion for the Mayor to work with the Law Director and proceed with work on the Length of Service Award Program. Seconded by Commissioner Yager. Motion passed unanimously to forward to full commission for approval.

Law Director

Commissioner Allen made a motion to approve Resolution No. 23-04-1085 Amending the Wild Turkey Youth Hunt changing the date to April 29, 2023. Seconded by Commissioner Mayes. Motion passed unanimously to forward to full commission for approval.

Commissioner Mayes made a motion to approve the MOU to provide dispatch service to Rocky Top Police and Fire Department. Seconded by Commissioner Allen. Motion passed unanimously to forward to full commission for approval.

Commissioner Anderson made a motion to approve the MOU to provide dispatch services to the City of Norris Police and Fire Departments. Seconded by Commissioner Allen. Motion passed to forward to full commission for approval.

Commissioner Yager made a motion to approve the MOU for cost sharing agreement for State Tax Appeals between Anderson County Government and the City of Oak Ridge. Seconded by Commissioner Allen. Motion passed to forward to full commission for approval.

Commissioner Mayes made a motion to approve Resolution No. 23-04-1086 authorizing the donation of surplus Anderson County Sheriff's Diving Equipment to the Rescue Squad. Seconded by Commissioner Allen. Motion passed to forward to full commission for approval.

Tourism Sub-Committee Update

Commissioner Mayes made a motion for Tourism to temporarily move to a location next to the Finance Department in the Courthouse until they find a permanent location. Seconded by Commissioner Yager. Motion passed to forward to full commission for approval.

Commissioner Yager called question to go to a vote. Seconded by Commissioner Mayes. Motion passed.

New Business:

Commissioner Allen requested the commission website district 8 be corrected underneath their picture.

Old Business:

None.

Meeting Adjourned

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 23-04-1084

**RESOLUTION AUTHORIZING ANDERSON COUNTY TO APPLY FOR FY 2023-2024
APPALACHIAN REGIONAL COMMISSION (ARC) PARTNERSHIPS FOR THE OPPORTUNITY
AND WORKFORCE AND ECONOMIC REVITALIZATION (POWER) IMPLEMENTATION
GRANT FUNDING IN THE AMOUNT OF \$962,894 TO DEVELOP AND EQUIP AN EMERGENCY
MEDICAL SERVICES (EMS) TRAINING FACILITY IN ANDERSON COUNTY, AND STAFF THE
FACILITY FOR THREE (3) YEARS**

WHEREAS, the Appalachian Regional Commission (ARC) Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Grant makes resources available to help communities affected by job losses in coal mining, coal power plant operations, and coal-related supply chain or logistics industries due to the changing economics of the coal economy; and

WHEREAS, Anderson County has been impacted by a loss in coal mining and the changing economics of the coal economy, and will be impacted by the winding down and scheduled closure of TVA's Bull Run Steam Plant; and

WHEREAS, Anderson County desires to invest in workforce training in order to stress the potential for upward mobility for participants, and to increase labor participation rates; and

WHEREAS, the public safety and healthcare sector continues to experience staffing struggles locally, regionally, statewide, and nationally; and

WHEREAS, Anderson County will partner with numerous area governments and agencies to develop, equip, and staff a Training Facility in Anderson County managed by Anderson County Emergency Medical Services (EMS) to provide training in Emergency Medical Response, Emergency Medical Technician, Advanced EMT and other public safety courses;

NOW, THEREFORE BE IT RESOLVED, meeting in regular session on Monday, April 17, 2023, that we, the Anderson County Board of Commissioners, commit to applying for the FY 2023-2024 ARC POWER Grant to develop and equip an approximately 6,000-square-foot training facility, and staffing costs over a 3-year period.

NOW, THEREFORE BE IT FURTHER RESOLVED, that we authorize the submission of the application for ARC funds in the amount of \$962,894 and agree to the 50% match requirements to increase labor participation and upward mobility in the EMS, Fire, Police, Rescue, and in some cases, nursing fields.

APPROVED:

Josh Anderson, Commission Chairman

Terry Frank, Anderson County Mayor

ATTEST:

Jeff Cole, Anderson County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 23-04-1085

RESOLUTION TO ALLOW THE NATIONAL WILD TURKEY FEDERATION TO SANCTION AND HOST A LIMITED VETERAN AND YOUTH TURKEY HUNT ON THE BLOCKHOUSE VALLEY FORMER LANDFILL SITE AND TO ADOPT RESTRICTIONS AND PROCEDURES FOR PERMITS RELATED THERETO.

WHEREAS, on August 17, 2009, the Anderson County Board of Commissioners passed Resolution No. 09-321 declaring the Blockhouse Valley Landfill site as a nature preserve, recreational park and outdoor classroom. This same Resolution prohibited hunting on the property; and -

WHEREAS, the Anderson County Board of Commissioners now desires to authorize the National Wild Turkey Federation (NWTF) to hold a limited and restricted Youth and Veteran Turkey Hunt on the Blockhouse Valley property in order to properly reduce the turkey population to healthy levels through controlled management hunting and safe hunting practices.

NOW THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 17th day of April 2023, that we authorize the National Wild Turkey Federation to sanction and conduct a limited and restricted Youth Turkey Hunt on April 29th, 2023, and Veteran's Turkey Hunt on May 20th, 2023, at the former Blockhouse Valley Landfill site.

SECTION 1. National Wild Turkey Federation sanctioned hunting on the subject property will only be permissible to valid permit holders issued through and by the NWTF. Hunting is limited to the turkey population only. Other species hunting shall be allowed only by approval of the Board of Commissioners. Hunters must agree to comply with all hunting regulations set forth and adopted by the National Wild Turkey Federation and Tennessee Wildlife Resources Agency (TWRA).

SECTION 2. Only Youth and Veteran hunters, as defined by NWTF and TWRA regulations, are eligible for these hunts.

SECTION 3. All permitted hunters shall agree to sign the NWTF waiver and release of liability document and shall also agree to the terms and restrictions set forth. Permitted hunters shall display the permit in a clear and conspicuous manner while hunting on the subject property.

SECTION 4. TWRA shall monitor and enforce hunting restrictions on subject property and report violations to the Anderson County District Attorney General for future legal actions and prosecution of unlawful activities. Anderson County reserves the right to cancel any permits due to non-compliance reported to, and by the TWRA.

SECTION 5. Permits shall be issued through the National Wild Turkey Federation only and at the sole discretion of the organization.

SECTION 6. Youth Turkey Hunt shall take place on Saturday, April 29th, 2023, and Veteran's Turkey Hunt shall take place on Saturday, May 20th, 2023.

SECTION 7. All hunting apparatus and weapons shall conform to TWRA regulations and permitted seasonal hunting requirements.

SECTION 8. Each Youth Hunter must be accompanied by one (1) non-hunting adult of at least eighteen (18) years of age.

SECTION 9. Hunting is prohibited within two-hundred (200) yards from adjacent landowners contiguous to the Blockhouse Valley site. Property maps are reviewable in advance online at the Anderson County Register of Deeds and Assessor of Property websites, and paper copies are available at the Office of the County Law Director located at 101 S. Main Street, Suite 310, Clinton.

SECTION 10. County employees and family members are expressly allowed to participate provided they are selected by the NWTF.

SECTION 11. Any previous Resolution in conflict with this Resolution is expressly repealed as limited to existing conflicted provisions contained therein.

SECTION 12. This Resolution shall take effect immediately, the public welfare requiring same.

RESOLVED, DULY ADOPTED AND EFFECTIVE this 17th day of April 2023.

Terry Frank, Anderson County Mayor

Joshua N. Anderson, Chair, AC Commission

ATTEST:

Jeff Cole, Anderson County Clerk

Memorandum of Understanding

Purpose

To provide assistance to the City of Rocky Top in regard to dispatching services.

Memorandum of Understanding

1. Anderson County Sheriff's Office (ACSO) is responsible for providing full-time dispatch service for the City of Rocky Top Police (RTPD) and Fire Department (RTFD).
2. The ACSO will provide coverage for all 911 calls, police, and fire assistance calls.
3. All regular RTPD and RTFD will be handled by the automated phone system.
4. ACSO will provide dispatch services at a yearly cost of forty-five thousand dollars (\$45,000) to City of Rocky Top.
5. ACSO shall provide a quarterly invoice to the City of Rocky Top.
6. Rocky Top shall submit payment in full within 30 days of the date of the invoice.
7. Dispatch services began on September 27, 2022.
8. This agreement is for 5 years starting July 1, 2022, through June 30, 2025.
9. This agreement is reviewable every year between parties.
10. ACSO or RTPD may cancel this agreement with ninety day (90 day) written notice prior to the July 1st.

Anderson County Government
Russell Barker, Sheriff

City of Rocky Top, TN
Michael Foster, City Manager

DATE: _____

DATE: _____

City of Norris
PO Box 1090
20 Chestnut Drive
Norris, TN 37828
(865) 494-7645



To: Russel Barker, Sheriff, Anderson County Sheriff's Office (ACSO)

From: Charles Adam Ledford, Norris City Manager

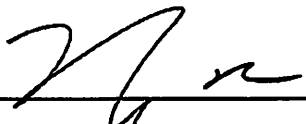
Date: 27 January 2023

Subject: Dispatch Services – Memorandum of Understanding

1. Anderson County Sheriff's Office (ACSO) is responsible for providing full-time dispatch service for the City of Norris Police (NPD) and Fire Departments (NFD).
2. ACSO will provide coverage for all 911 calls, police, and fire assistance calls.
3. All regular NPD and NFD calls will be handled by the automated phone system.
4. ACSO will provide dispatch services at a yearly cost of five thousand dollars (\$5,000) to the City of Norris.
5. ACSO shall provide a quarterly invoice to the City of Norris.
6. The City of Norris shall submit payment in full within 30 days of the date of the invoice.
7. Dispatch services began on September 27, 2022.
8. This agreement is for five (5) years starting July 1, 2022 through June 30, 2025.
9. This agreement is reviewable every year between parties.
10. The ACSO or NPD may cancel this agreement with ninety (90) day written notice prior to the July 1 of each year.

Approvals:

Russell Barker, Sheriff



Mike Poole, Chief NPD 1-27-23



Charles Adam Ledford, Norris City Manager 1-27-23

MEMORANDUM OF UNDERSTANDING

COST SHARING AGREEMENT FOR STATE TAX APPEALS

THIS AGREEMENT, effective on the date of execution affixed below, by and between the parties of Anderson County Government, a political subdivision of the State of Tennessee, hereinafter "County" and the City of Oak Ridge, a chartered municipality of the State of Tennessee, hereinafter, "City" and both entities collectively referred to as the "Parties" do hereby agree to the following cost sharing agreement for all state-level property tax appeals, for both real and personal taxes.

WITNESSED:

WHEREAS, from time to time, taxpayers appeal property tax assessments levied at the municipal and county level, to the County Board of Equalization, where the majority of these appeals are resolved; however, in some cases the taxpayer continues the appeal process to the state-level Board of Equalization and/or the Assessment Appeals Commission; and

WHEREAS, many of these cases become complex and expensive with the need for experts, tax advisors, appraisers and specialized legal assistance to represent the Parties; and

WHEREAS, the Parties hereto wish to establish a cost sharing formula to engage and utilize experts, tax advisors, appraisers, and specialized legal assistance where the payments for these services are allocated and paid fifty percent (50%) by the City and fifty percent (50%) by the County for all amounts above the standard municipal donation to the county audit fund.

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

Section 1. Cost Sharing Allocation

All invoices for experts, tax advisors, appraisers and specialized legal assistance for amounts over and above the established municipal donation to the county audit fund will be divided fifty percent (50%) to the City and fifty percent (50%) to the County.

Section 2. Prior Approval before Engagement

Both Parties shall approve the use of experts, tax advisors, appraisers and specialized legal assistance prior to the engagement of outside assistance.

Section 3. Term of Agreement

This M.O.U. shall commence on the date signed for a period of five (5) years with an additional five (5) year option to renew upon the agreement of the Parties.

Section 4: Payment

Invoices for these services shall be sent to the Anderson County Assessor of Property at the address listed in Section 16. The County Finance Department will subsequently invoice the City for its share and City shall pay in full within thirty (30) days.

Section 5: Default.

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

Section 6: No Oral Modification.

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

Section 7: Waiver.

A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 8: Entire Agreement.

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

Section 9: Severability.

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

Section 10: Cancellation.

This M.O.U. is subject to cancellation by the legislative body of either government with sixty (60) days written notice to the other Party.

Section 11: Exhibits

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

Section 12: Multiple Counterparts; Effectiveness.

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

Section 13: Jurisdiction.

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

Section 14: Binding Effect.

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

Section 15: Choice of Law.

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

Section 16: Notice.

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

For the County:

Anderson County Assessor of Property
Room 201, Anderson County Courthouse
100 North Main Street
Clinton, TN 37716

For the City:

Oak Ridge Finance Department
200 South Tulane Avenue
P.O. Box 1
Oak Ridge, TN 37830

Section 17: Titles and Subtitles.

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

Section 18: Assignment.

This M.O.U. shall be assignable only upon the written consent of the non-assigning Party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this M.O.U. shall be binding upon the Parties and their successors, assigns, heirs, executors and/or administrators.

Section 19: Further Documentation.

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

Section 20: County Law Director Assistance

Cost attributed to the use of the County Law Director for legal assistance shall not be subject to this agreement.

Section 21: Release and Hold Harmless.

The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may occur during performance of this agreement. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U. on this the _____ day of _____ 2023.

ACCEPTANCE BY ANDERSON COUNTY:

Terry Frank, County Mayor

John K. Alley, Jr., Assessor

ATTEST:

Jeff Cole, County Clerk

APPROVED AS TO FORM:

N. Jay Yeager, County Law Director

ACCEPTANCE BY CITY OF OAK RIDGE:

Mark S. Watson, City Manager

ATTEST:

Beth Hickman, City Clerk

APPROVED AS TO FORM:

Tammy Rackard, City Attorney

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 23-04-1086

**RESOLUTION AUTHORIZING THE DONATION OF A SURPLUS
ANDERSON COUNTY SHERIFF'S DIVING EQUIPMENT TO THE
RESCUE SQUAD.**

WHEREAS, Anderson County is in possession of several pieces of surplus diving equipment, including: 1) Two sets of diving coveralls; 2) Fourteen (14) life jackets; 3) Underwater camera system, Model DV1, Tag 044617; 4) One flotation cushion; 5) Three sets of diving fins; 6) Five diving suits, various sizes; 7) Sonar scanner, Model 650, Tag 044616 that are no longer needed and are in the process of being declared surplus. The Rescue Squad is in need of this equipment and has indicated they are willing to accept this equipment with a full release of liability as legal consideration for the donation; and

WHEREAS, *Tenn. Code Ann. § 12-2-420* provides legal authority for the donation of county property to municipalities. That statute reads in its entirety as follows:

12-2-420. Transfers of surplus personal property among governmental entities.

(a) Notwithstanding any other provisions of law, counties, municipalities and metropolitan governments may purchase, trade or receive as a gift, upon approval of the governing bodies involved in the transaction, any used or surplus personal property from another county, municipality, metropolitan government, state government, federal government or any instrumentality of the foregoing, without regard to any laws regarding public advertisement and competitive bidding. A transfer of surplus personal property from the state of Tennessee must satisfy the requirements of § 12-2-407. Also notwithstanding any other provision of law, any county, municipality, or metropolitan government may by resolution or ordinance of its governing body establish a procedure for the disposition of its surplus personal property to other governmental entities, including, but not limited to, counties, municipalities, metropolitan governments, the state of Tennessee, the federal government, other states or their political subdivisions and the instrumentalities of any of the foregoing, by sale, gift, trade, or barter upon such terms as the governing body may authorize, without regard to any other provisions of law regarding the sale or disposition of used or surplus personal property.

(b) This section shall be construed as supplemental authority for counties, municipalities and metropolitan governments

NOW THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 17th day of April 2023 that we hereby donate the following surplus diving gear to the Anderson County Rescue Squad:

- 1) Two sets of diving coveralls;
- 2) Fourteen (14) life jackets;
- 3) Underwater camera system, Model DV1, Tag 044617;
- 4) One flotation cushion;
- 5) Three sets of diving fins;
- 6) Five diving suits, various sizes;
- 7) Sonar scanner, Model 650, Tag 044616

RESOLVED, DULY PASSED AND EFFECTIVE this 17th day of April 2023.

Joshua N. Anderson, Chair

Terry Frank, County Mayor

ACCEPTANCE BY Rescue Squad:

ATTEST:

Name and Title

Jeff Cole, County Clerk