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# **Anderson County Board of Commissioners**

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## **Regular Agenda** **Monday, May 15, 2023 @ 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. Election of County Commissioner**
  - Applicants:**
    - Aaron Wells
    - Regina K Guy
    - Carolyn Hahs Fogelman
    - Joel Pelham Hewett
    - Ebony Capshaw
- 6. Departments**
  - Tourism – Commercial Property Lease Agreement
- 7. Committee Reports**
  - Purchasing Report – by Robby Holbrook, Finance Director
  - Budget Report – by Robby Holbrook, Finance Director
  - Operations Report – by Chairman Isabel
- 8. Director of Schools – Written Report including BOE Minutes (4/13/23)**
- 9. County Mayor – Any Questions from Commissioners**
- 10. Law Director**
  - A. Contract Approvals
  - B. Anderson County Zoning Violations
  - C. Bankruptcies
  - D. County Courtroom Security Report
  - E. Opinions
    - Pine Meadows Subdivision - Road Ownership
    - Tourism Funds – Proceeds from sale of existing office building
- 11. Committees/Boards Reports**
  1. Nominating Committee Report – by Chairman Mayes
  2. IT Report – by Chairman Cole

**12. New Business**

**13. Old Business**

**14. Adjourn**

**Respectfully Submitted  
Joshua Anderson, Chairman**

Aaron Wells  
113 E Melbourne Rd  
Oak Ridge, TN 37830  
865-898-7471

I am seeking the position of Anderson County Commissioner for District 6. I have spent the last seventeen years devoting my time to serving the citizens of Anderson County through government boards and community non-profits and gained a unique insight into the workings of Anderson County; and most importantly the people who live in it. I am committed to representing my district with a level head and an open mind to all of the people who call it home. As a father of two young children 2 and 9, I have a heavily vested interest in the decisions this board makes for years to come.

**Employment History:**

- 2001-2004 Direct Sales, Telemarketing, Marketing
- 2004-2009 Affiliate Broker Linda Brown Realty
- 2009-2010 Front office manager Wheel 2 Wheel Collision Center
- 2010-2015 Marketing Director AIC & Madison Ins. Group
- 2013-2015 Sales Director Staybridge Suites & HIE Oak Ridge
- 2015-2023 Proprietor Lizz's Wine & Spirits

**Government & Not for profit experience:**

- **2007:** Candidate for O.R. Board of Education; at 23 I was able to gain roughly 2,287 which was about 39% of the total votes.
- Appointed by O.R. City Council to serve on the Charter Review Committee, I was elected vice chair by my peers.
- **2008:** Appointed by O.R. City Council to serve on the Board of Building and Housing Code appeals, tenure 2007-2015. One of the highlights of this public service was the years-long battle with Joe Levitt, the owner of Apple Wood Apartments. After dozens of meetings over a three year period we were

successfully able to obtain an order for demolition on the majority of his blighted apartments in the Hillside neighborhood.

- **2009:** Reorganizing member of the Young Professionals of Oak Ridge "YPOR". Along with several other members of our community and the umbrella of the O.R. Chamber of Commerce; created bylaws, formed committees, and elected officers.
- **2010:** Elected President of the O.R. Boys Club Alumni Association, tenure 2010-present. This group has been responsible for over \$500,000 worth of improvements since its inception in 1983. During my tenure we have raised over \$200,000 through our annual golf tournament; The Lawrence Hahn Classic at the O.R. Country Club.
- Candidate for Anderson County Commission District Six; after a grueling six months of campaigning at the age of 26 I came up just short of winning a seat.
- **2012:** Selected to serve on the Boys & Girls Club of the Clinch Valley Board of Directors; tenure 2012-2016..
- **2014:** Appointed By O.R. City Council to serve on the O.R. Convention & Visitors Bureau Board of Directors, tenure 2014-2017.
- Candidate for Oak Ridge Board of Education.
- **2015:** Elected Chairman of the O.R. Convention & Visitors Bureau. During this term I oversaw the hiring process for a new director and the transition from the CVB into our current brand "Explore Oak Ridge".
- **2018:** Reorganizing member of the Board of Directors for the Boys & Girls Club of Oak Ridge, tenure 2018-present.

### **Community Involvement:**

Over the last two decades I have served, volunteered, and dedicated a large portion of my life to local nonprofits, high school athletics, and youth outreach including sports, careers, and most importantly education.

I would like to briefly touch on what I consider my greatest endeavor since I came into adulthood; my commitment to the Boys & Girls Club of Oak Ridge. I have been affiliated with the club since I first joined as a child in 1988, as a young adult I learned many life lessons mentoring and engaging with the members while employed for the after school and summer programs.

In 2004 at the age of twenty I took on my first role as a volunteer coach of a boy's basketball team. From then on I was 100% invested and over the following two decades I expanded my efforts and coached baseball, basketball, and for a few years football.

After the retirement of our club's founder Mr. Lawrence Hahn the organization went into decline and a few directors later found itself in a desperate situation financially. Thanks to the leadership of James Powers, Jimmy Normand, Lawrence

Hahn, Jawrell Cook, myself and several others that were brought back onto the Board we were able to change course and put the club back into a position of stability.

During an early search process for a new director we were blessed to make the decision to hire Erin Webb, she along with the staff, and our amazing board has been able to make significant growth and I'm proud to say our club is thriving and creating such a positive impact on our town. As chairman of the fundraising committee I oversee our annual gala, Christmas tree lot, Lawrence Hahn Golf Classic, and assist chair the Pig & Putt.

My other standing committee is Board Development; our tasks include recruitment and promotion of new board members and accountability on committee assignments and involvement. I wanted to highlight this portion of my volunteer efforts because it truly is the most rewarding thing I have done with my life to date "except for raising two amazing children".

**REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE**

Anderson County Commission District 6

**Date** 05.03.2023

**Name** Regina K Guy

**Address** 107 Wendover Circle, Oak Ridge, Tennessee, 37830

**Phone Number** 423-368-1015 865-574-7735  
(Home) (Work)

**Employment History:** (if not on resume)

I am currently a Work Control Specialist at Y-12 National Security Complex in Oak Ridge, where I have  
employed for 8 years. I am also a journeyman wireman from IBEW Local Union 270, Oak Ridge, Tn.

I worked in that industry for over 20 years before starting my employment at Y-12.

**Education:** (if not on resume)

Meigs County High School, Class of 1992

National Joint Apprenticeship Committee, Graduate 2000

**Why would you like to serve on this Board/Committee:**

I want to be more active in my community. I volunteer for several organizations in Oak Ridge including  
Oak Ridge Unitarian Universalist Church, Stone Soup, Ecumenical Warehouse, and the Boys & Girls Club in  
Oak Ridge. This opportunity would allow me to make significant contributions to my community. I live in District  
6 on Wendover Circle and love my area.

**PLEASE ATTACH A RESUME TO THIS APPLICATION**

( For additional space, use back of form)

**\*\*** Please return this form to Commission Office, 100 N Main Street, Room 118, Clinton, TN 37716 (Fax: 264-6264) **\*\***

107 Wendover Circle  
Oak Ridge, TN, 37830  
865-210-2511  
Regina.Guy@cns.doe.gov

## GUY, REGINA K (GKR)

**OBJECTIVE** I am a highly motivated individual w/ an impeccable work record. I have lived in Oak Ridge since 2005 where I have raised my family and been active in my Community.

**SKILLS & ABILITIES** I am a Journeyman Wireman from IBEW Local 270, Oak Ridge, TN. I have 29+ years of experience in Commercial and Industrial Installation/Maintenance/Supervision. I have been planning, scheduling, and supervising for Maintenance Execution as a planner for the last 7+ years. Certificate for Oracle, Primavera 6, Advanced Resource Management & Administration. Certificate for PES, Performance Enterprise System.

**EXPERIENCE**

**CNS @ Y-12**  
8/30/2015-Present  
I am currently a planner/scheduler for Maintenance Execution. I am currently pursuing my Project Planner status. I have planned for Security & Development. I also perform relief supervisor tasks.

**ESG @ Bull Run Steam Plant (TVA)**  
2/15/2015-8/29/2015  
Installation of the new Dry Ash Recovery System. Electrical installation including electrical raceway, cabling, terminations.

**Williams Plant Services @ Watts Bar Nuclear Plant (TVA)**  
8/01/2012-2/14/2015  
Electrical Installation/Field Engineering/Supervising for Construction of Unit 2 Reactor.

**EDUCATION**

**MEIGS COUNTY HIGH SCHOOL**  
Graduated in 1992

**NJATC-NATIONAL JOINT APPRENTICESHIP**  
08/1994-06/1999  
Completed a 5-year electrical apprenticeship program. Training was for electrical installation, troubleshooting, HVAC Systems for Residential, Commercial, and Industrial Applications.

### **EVANS TECHNOLOGY**

Completed training at Evans Technology for Oracle, Primavera P6, Advanced Resource Management & Administration. Certification received in 2015.

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COMMUNICATION	I have been extremely successful at my management position at Y-12. I have been awarded & promoted for my work ethic. I continue to volunteer for boards and other organizations to better my community.
LEADERSHIP	I was a board member for AGAPE House in Oak Ridge. I sat on the board on my church (ORUUC) for 2 years. I was an officer of my local union for 8+ years. I work with the board of the Ecumenical Storehouse in Oak Ridge, along with fundraising for the Boys and Girls Club of Oak Ridge and Stone Soup Ministry. I have volunteered for Habitat for Humanity on (2) projects along with performing electrical installation for the CALM House along with assisting in the electrical upgrade to start Blossom Center. I also am chair of the Women's Committee at my local union.
REFERENCES	Daniel Smith, Business Agent, 1-865-483-1354 Abbie Moore, Friend, 1-865-806-3642

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REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE  
County Commission

Date May 1, 2023

Name Carolyn Hahs Fogelman

Address 118 Indian Lane; Oak Ridge, TN 37830

Phone Number 865-456-9158 (Home)

Employment History: (if not on resume)

Attached

Education: (if not on resume)

Attached

Why would you like to serve on this Board/Committee:

Anderson County is a treasure in East Tennessee. The history, the natural beauty, and the people of Anderson County are unique. As a lifetime resident, I want to help this community grow and prosper while maintaining the blend of charm and sophistication that make it a fun place to visit and a fabulous place to live. Over the years I have met many tourists as I work the desk at the Appalachian Art Center and many new residents to the county as I have worked at ORNL and Y-12. I am enthusiastic to introduce them to what we have to offer in recreation, education, arts, and science. Now that I am retired, I would like to expand my participation in welcoming visitors and newcomers while preserving the safety and sanity of our community.

PLEASE ATTACH A RESUME TO THIS APPLICATION

( For additional space, use back of form)

**\*\* Please return this form to Commission Office, 100 N Main Street, Room 118, Clinton, TN 37716 (Fax: 264-6264) \*\***

CAROLYN HAHS FOGELMAN, PE

118 Indian Lane

Oak Ridge, TN 37830

865-456-9158

Life-long Oak Ridge resident engaged in the Anderson County Community

## EXPERIENCE

- 36 years of experience as a mechanical engineer, including the design of experimental fusion reactors and advanced techniques for isotope separation for green energy alternatives; as a project engineer leading multi-discipline engineering design teams for infrastructure upgrades and environmental restoration work; as an engineering manager directing the work of numerical control machining and inspection programmers
- Experience as a juried artist teaching classes in fiber and glass arts at Pellissippi State, the Oak Ridge Art Center, the Townsend Fiber Arts Festival, the Historic Ramsey House, and Appalachian Arts Craft Center; demonstrating folk arts at the Tennessee Valley Fair, and collaborating with artists in the Precious Metal Clay Guild and the Embroiderers' Guild of America
- Four years of experience teaching yoga for fitness at the Oak Ridge Senior Center, at the Oak Ridge Pavilion and on Zoom during the pandemic, and at National Fitness Center

## QUALIFICATIONS

- Proven leadership in developing initiatives and planning and executing long-term goals
- Trained and experienced in problem-solving through collaboration with diverse groups
- Effective in communication, written and oral, publishing articles, developing instructional materials, and speaking at national conferences
- Capable in project management including scope definition, estimating, budgeting, scheduling, execution and delivery, and close-out
- Educated and knowledgeable in science and technology, especially in machine design, production, and software quality assurance

## EMPLOYMENT HISTORY:

- Mechanical Engineer, Oak Ridge National Laboratory 1983-1996
- Project Engineer and Engineering Manager, Y-12 National Security Complex, 1996- 2021
- Yoga Instructor, National Fitness Center, 2021 - present

## EDUCATION

B.S in Mechanical Engineering with High Honors from the University of Tennessee Knoxville 1983

## COMMUNITY INVOLVEMENT

Provided beneficial volunteer service to the following entities in Anderson County and East Tennessee:

- |                                   |  |
|-----------------------------------|--|
| • Atomic City Aquatic Club        | • Montessori School of Oak Ridge             |
| • Girl Scouts of America          | • Oak Ridge Community Band and Wind Ensemble |
| • Oak Ridge Children's Museum     | • Sierra Club                                |
| • Oak Ridge High School Swim Team | • Smoky Mountain Hiking Club                 |
| • Oak Ridge High School Orchestra |  |
| • St. Mary's School               |  |
| • Grand Oaks Elementary School    |  |
| • Introduce a Girl to Engineering |  |
| • UT Engineers' Day               |  |

**REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE**

Anderson County Commission (6th District)

**Date** 9 May 2023

**Name** Joel Pelham Hewett

**Address** 301 Virginia Road, Oak Ridge, Tennessee 37830-6168

**Phone Number** (704) 962-0758 (m) \_\_\_\_\_  
(Home) (Work)

**Employment History:** (if not on resume)

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**Education:** (if not on resume)

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**Why would you like to serve on this Board/Committee:**

I appreciate the opportunity to put my name before you in consideration for this post. I hope that my resume adequately conveys  
how highly I regard public service, and that I would bring no agenda or pretense to the Commission, if appointed—none beyond a  
desire to work hard outside of ACC meetings to appreciate the full range of county operations and responsibilities. Of note to you  
in my resume may be two items: first, my work in 2010 for the BP Oil Spill Commission was a formative experience. As a truly bi-  
partisan effort, at the OSC I witnessed first-hand how groups with seemingly irreconcilable viewpoints can be led, through [ctd.]

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wise leadership—and a genuine intellectual openness to the validity of all opinions—to collaboratively achieve shared goals. Second, my bias in the public realm has always been toward the practical and achievable. In 2022, after three years as a member of the EQAB environmental board with the City of Oak Ridge, I elected to run for Chair in order to remedy what I saw as major missteps in the board's products and tenor. In lieu of providing any solutions for the City to consider, EQAB's deliberations had devolved into rote opposition to any action that might alter a landscape (even those that brought much-needed housing to town). Since then, EQAB has pivoted to giving City Council more detailed informative input, and providing recommendations tiered by both price and feasibility—to welcome regard from city leadership. I'm certainly not suggesting that ACC needs a pivot!, but just that the state of EQAB today is reflective of my approach to public issues. I would be honored to fill Comm. Denenberg's seat. Her shoes? Well, one can only try.

//s// Joel Hewett

# JOEL HEWETT

Oak Ridge, Tennessee • 704.962.0758 (m) • johewett@gmail.com  
linkedin.com/in/johewett

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## SUMMARY

**Accomplished energy policy and national defense researcher, writer, and analyst—with extensive experience assessing the utility of emerging scientific and technical topics for furthering national aims.** Serves as a key advisor and subject matter expert, providing guidance and direction to organizations in the public and private sector. Scope of achievements includes multiple articles published in peer-reviewed journals; service on a blue-ribbon bipartisan White House commission on deepwater oil and gas drilling; a lead role briefing United States Special Operations Command (USSOCOM) on the future of long-distance biometric identification technology; and as an invited speaker before the National Academies of Sciences, Engineering, and Medicine on the future of microgrids.

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## SERVICE

- City of Oak Ridge, Environmental Quality Advisory Board (EQAB), *Oak Ridge, Tennessee, 2019–present*
  - EQAB Chairman, *2022–present*
- Alvin M. Weinberg Papers Archive Project (Children’s Museum of Oak Ridge), Volunteer outreach coordinator, *Oak Ridge, Tennessee, 2018–present*. SEE <https://childrensmuseumofokridge.org/weinberg/>

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## EXPERIENCE

### KEYLOGIC ASSOCIATES, Scientific & Technical Subject Matter Expert

*Oak Ridge, Tennessee, September 2021–Present*

- Serves as a source of technical expertise for the Homeland Defense & Security Information Analysis Center (HDIAC), a DoD-sponsored organization advancing the use of new R&D to support the service branches and the domestic homeland defense/first responder communities
- In April 2023, published *Resilience By Design: Microgrid Solutions for Installation Energy*, a DoD State-of-the-Art report (SOAR) widely distributed within the DoD and Department of Energy communities
- Named KeyLogic Associates Employee of the Quarter (Q1 2023)
- Lead coordinator for the June 2023 HDIAC Mixed-Hazardous Waste Consequence Management Event, a three-day joint military & civilian tabletop exercise in Oak Ridge

### INFORMATIONAL INTERNATIONAL ASSOCIATES, HDIAC Senior Technology Analyst

*Oak Ridge, Tennessee, 2017–2019*

- Key initiatives included leadership of a high-profile technological forecast study on e-textiles for the U.S. Army Combat Capabilities Development Command Soldier Center (CCDC)
- Designed and led the execution of a major technological assessment and R&D investment brief on long-range biometric identification for U.S. Special Operations Command (USSOCOM)
- Sourced and reviewed articles from academic and government authors for publication in the quarterly *HDLAC Journal*

### LAWSON WINCHESTER WRIGHT I, Client Services Manager

*Knoxville, Tennessee, June 2020–September 2021*

- Manages client communication and other sensitive financial services tasks for a major advisory firm holding \$60+ million in assets under management, dba Financial Concepts, Inc.
- Assisted firm-wide transition of assets to new clearinghouse and broker-dealer companies

**OAK RIDGE NATIONAL LABORATORY**, Research Associate, Society–Technology Interactions  
*Oak Ridge, Tennessee, 2015–2016*

- Worked with DOE's Office of Science to evaluate the risk-related consequences of using synthetic biology to produce next-generation liquid biofuels
- Engaged in extensive research, authoring an article submitted to the peer-reviewed academic journal, *Applied Biosafety*, accepted in 17 business days
- Position funded through Oak Ridge Associated Universities (ORAU) post-master's associate program

**U.S. BUREAU OF OCEAN ENERGY MANAGEMENT**, Consultant  
*Multiple locations, 2013–2015*

- Retained to produce policy reports for regulatory agency within the U.S. Department of the Interior
- Work product included the design and writing of two major policy reports on the political and technological history of deepwater oil and gas exploration and production in the United States
- Produced reports that integrated archival research, quantitative analysis of industrial activity data, and secondary literature on offshore innovation and regulatory “capture” in the administrative state
- Position funded and administered through the University of Houston

**WOOD MACKENZIE, Ltd.**, Upstream Research Analyst  
*Houston, Texas, 2012–2013*

- Leveraged research expertise to develop and deliver commercial analyses to oil & gas clients of this global energy, chemicals, renewables, metals and mining research and consultancy group
- Developed crude oil and natural gas production forecasts for offshore petroleum assets in North America for clients that included ExxonMobil, Equinor, Shell, Deutsche Bank, and Goldman Sachs

**NATIONAL COMMISSION ON THE BP DEEPWATER HORIZON OIL SPILL AND OFFSHORE DRILLING**, Policy Analyst  
*Washington, DC, 2010–2011*

- Recruited to support an investigation into the facts, circumstances, and root causes of the 2010 *Deepwater Horizon* drilling rig explosion and BP oil spill in the Gulf of Mexico for the White House
- Led by co-chairs, the Hon. William K. Reilly (R), and former Senator Bob Graham (D-FL)
- Researched and identified gaps and deficiencies and regulations and operating frameworks relating to federal controls for the management of offshore drilling in the United States
- Technical liaison to stakeholders from BP, Transocean, Chevron, the U.S. Coast Guard, Minerals Management Service, and officers from international regulatory agencies

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**EDUCATION**

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**GEORGIA INSTITUTE OF TECHNOLOGY**  
*Atlanta, Georgia, 2009–2011*

DEGREE: M.S., History and Sociology of Technology and Science; certificate in Public Policy  
HONORS: Named the inaugural Melvin Kranzberg Fellow, the department's highest merit scholarship, titled after the father of the history of technology  
COURSES: Innovation studies; regulatory analysis; business history; political economy

**DAVIDSON COLLEGE**  
*Davidson, North Carolina, 2003–2007*

DEGREE: A.B., English, *Cum Laude*  
HONORS: Awarded the John M. Belk Scholarship, the college's highest fully-funded merit scholarship

## SELECTED PUBLICATIONS

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- Hewett, Joel. *Resilience By Design: Microgrid Solutions for Installation Energy*, a State-of-the-Art Report (SOAR). Belcamp, MD: Homeland Defense & Security Information Analysis Center, April 2023
- Hewett, Joel. “Installation Microgrids for Energy Assurance: Lessons from the DoD.” Invited presentation before the Federal Facilities Council (FFC) of the National Academies of Sciences, Engineering, and Medicine, March 2023.
- Hewett, Joel. *The Shape of These Monsters: from Fixed to Floating Deepwater Offshore Oil and Gas Production, 1976–2006*. New Orleans, LA: Bureau of Ocean Energy Management, 2019
- Hewett, Joel, Jamie Glover, and Gregory Nichols. “Emergency Management Considerations of Engineered Nanomaterials.” In *Nanotechnology Environmental Health and Safety: Risks, Regulation, and Management*, 3rd ed., edited by Matthew S. Hull and Diana M. Bowman, 301–327. Cambridge, MA: Elsevier, 2018
- Swanner, Joseph, Jo Bito, Gregory Nichols, Xuanke He, Joel Hewett, and Manos M. Tentzeris. “Integrating Multiple Energy Harvesting Systems for Department of Defense Applications.” In *Department of Energy (DOE) Peer Review, Electrical Energy Storage Applications and Technologies Conference*, 2018
- Hewett, Joel. “Engineering Resilience into the Smart Grid.” In *State of the Art Report: Critical Infrastructure Resilience*, 37–43. Oak Ridge, TN: Homeland Defense & Security Information Analysis Center, 2017
- Hewett, Joel, Amy K. Wolfe, Rachael A. Bergmann, Savannah Stelling, and Kimberly L. Davis. “Human Health and Environmental Risks Posed by Synthetic Biology R&D for Energy Applications: A Literature Analysis.” *Applied Biosafety: Journal of ABSA International*, 21, no. 4 (2016): 177–184

## TECHNICAL SKILLS

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- Expert in MS Office suite, including Excel for statistical analysis; expert in web research databases (Lexis-Nexis, DoD Defense Technical Information Center R&E Gateway, etc.); proficient in Adobe Acrobat Pro and NVivo qualitative analysis software

**REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE**

Anderson County Commission - District 6

**Date** May 10, 2023

**Name** Ebony Capshaw

**Address** 125 Spelman Avenue, Oak Ridge, TN 37830

**Phone Number** 865-441-7251 \_\_\_\_\_  
(Home) (Work)

**Employment History:** (if not on resume)

Attached

**Education:** (if not on resume)

Attached

**Why would you like to serve on this Board/Committee:**

Attached

**PLEASE ATTACH A RESUME TO THIS APPLICATION**

( For additional space, use back of form)

\*\* Please return this form to Commission Office, 100 N Main Street, Room 118, Clinton, TN 37716 (Fax: 264-6264) \*\*

# Ebony M. Capshaw

125 Spelman Avenue, Oak Ridge, TN 37830 • (865) 441-7251 • ebonymcapshaw@hotmail.com •

## EXPERIENCE

### DATA ENTRY PHARMACY TECHNICIAN – MAC'S PHARMACY LTC SOLUTIONS, INC

March 2023 - current

- Process medication orders for multistate long-term care facilities.
- Assist with medication packaging, shipment, and inventory control.
- Troubleshoot insurance claim processes, customer issues, etc.

### BOARD MEMBER- CHILD ADVOCACY CENTER OF ANDERSON COUNTY TN

May 2019 - Dec 2022

- ~~Assist Executive Director with publicity releases and advocate for Center via mass media outlets.~~
- ~~Assist with planning Love Run and Pulling for Kids to raise annual funds for Center's operations.~~
- Establish 3, 5-, and 10-year strategic plans to maintain Center & services to 400+ abused children.
- Review current policies and procedures to ensure 100 percent compliance with accrediting agencies.

### LEAD PHARMACY AUTOMATION TECHNICIAN - CARDINAL HEALTH, INC.

Oct 2018 - Apr 2023

- ~~Train new staff and students from high school and college level programs.~~
- ~~Formulate and maintain policies and procedures related to inventory management and pharmacy automation.~~
- Lead quality assurance processes on a daily, weekly, and monthly basis to maintain budget costs and par levels.
- Monitor access and appropriate use of automation software and hardware.

### 5TH DIST. STATE EXECUTIVE COMMITTEEWOMAN- TN DEMOCRATIC PARTY

Mar 2018 - Sep 2019

- Revise 95 county party procedures through County Development committee.
- Recruit potential candidates and donors for organization from district.
- Advocate on the state level for county parties within senatorial district.
- Create campaign field plans, including phone banking and canvassing.

### CANDIDATE FOR ANDERSON COUNTY TRUSTEE- STATE OF TENNESSEE

Jan 2018 - Aug 2018

- Create campaign field plans and raised over 8,000 dollars for campaign.
- Manage 10 volunteers on committee and event calendar.
- Supervise phone banking and canvassing activities with 50+ volunteers.
- Represent campaign at various community venues and public speaking events.

### QUALITY AUDITOR - CVS HEALTH, INC.

Jul 2017 - Apr 2018

- Conduct internal audits to protect company assets of 194.58 billion dollars.
- Help departments in the analysis and corrective actions of audit findings.
- Prepare reports for follow up and patterns of process errors for supervisor.

### MEMBER - ALTRUSA INTERNATIONAL of OAK RIDGE

Jan 2017 - Jan 2019

- Aid with collection of kid duffle bags for DCS and law enforcement project.
- Assist with annual fundraising events to support literacy grants to local schools and organizations.
- Update, distribute, and review scholarship applications for fund.
- Collect school supplies for Dolly Parton's Imagination Library distribution project.

### LEAD CERTIFIED PHARMACY TECHNICIAN – SUMMIT VIEW PHARMACY SERVICES

Jun 2016 – Aug 2018

- Accurately enter medication orders into internal and state databases.
- Train new staff to follow policies and procedures associated with assigned roles.

Prepare medication and supplies for delivery to facilities when needed.

#### **MEMBERSHIP CHAIR – ANDERSON COUNTY -OAK RIDGE NAACP**

**Nov 2013 – Apr 2017**

Volunteer as administrative assistant to President.  
Recruit 200+ residents in Oak Ridge area as Membership Chair.  
Create and maintain database of memberships for branch.  
Assist branch committees with training, event planning, fundraising, and publicity.

#### **BOARD MEMBER- ROANE STATE PHARMACY TECHNICIAN ADVISORY BOARD**

**Jan 2011-current**

Collaborate and contract with regional pharmacies to provide learning sites for students.  
Precept students at Covenant Health facilities.  
Advocate for pharmacy programs at state and federal levels for funding.  
Teach classes in the absence of Program Director.  
Review and maintain policies and procedures for compliance with accrediting agencies.

#### **HEALTH SYSTEMS PHARMACY TECHNICIAN II - CARDINAL HEALTH, INC.**

**May 2010 – Sep 2015**

Prepare, restock, and/or deliver supplies and medicine to units.  
Train new staff and students from high school and college level programs.  
Reconcile narcotic discrepancies and perform internal audits.

#### **CO-CHAIR OF MEMBERSHIP/VOLUNTEER- 100 BLACK MEN OF ATLANTA**

**Sep 2006 – Jan 2008**

Recruit 150 collegiate volunteers from local area colleges during term.  
Maintain database of members and volunteers concerning volunteer hours.  
Tutor 30 afterschool children at the Carter G. Woodson Academy.  
Assist fourth grade teachers and 20 students with curriculum for state testing.  
Mentor 300 Project Success students and taught courses at Saturday School.  
Recruit 100 volunteers for parades, football classic, Saturday school, and other events.

#### **VOLUNTEER EXPERIENCE**

2nd Vice President- Knoxville NAACP, 2020- current  
Volunteer - TN Medical Reserve Corps, 2021-current  
Member- Mayor's Roundtable Workforce Development subcommittee, 2020-2022  
State Lead NAACP Nextgen Leadership TN Cohort, 2019-2021  
Volunteer – Remote Area Medical, 2018-current  
State Executive Committee Member -TN NAACP, 2017-2021  
1st Vice President- Oak Ridge-Anderson County NAACP, 2017  
Member- Strong & United, 2016 -2018  
Volunteer- Knoxville Area Urban League, 2015-current  
Executive Committee Member- Oak Ridge NAACP, 2013-2017  
Volunteer- Scarboro Community Alumni Association, 2012-current  
Volunteer- Scarboro Neighborhood Watch Group, 2011-current  
Tutor & Mentor – Boys and Girls Club Clinch Valley, 2010-2012

#### **EDUCATION**

- Master of Arts, Ethics & Leadership – Johnson University – May 2023
- Certificate, Pharmacy Technician – Roane State Community College – May 2010
- Bachelor of Science, Biology – Clark Atlanta University – May 2008
- Diploma, University Path – Oak Ridge High School – May 2002

Ebony M. Capshaw  
125 Spelman Avenue  
Oak Ridge, TN 37830

May 10, 2023

Anderson County Board of Commissioners  
100 North Main Street, Room 118  
Clinton, TN 37716

Dear Anderson County Board of Commissioners,

Greetings! I am writing to express my sincere interest in running for the position of County Commissioner-6<sup>th</sup> District in Anderson County, Tennessee. I am motivated to serve my community and contribute to its growth and prosperity, and I believe that *my skills, experiences, and passion* make me a strong candidate for this important role.

First and foremost, my deep-rooted connection to Anderson County drives my desire to represent its residents. I was born here, left for college, and returned to Anderson County to live. I have previously run for office to serve our residents. I have witnessed its potential for advancement and development. As a resident, I understand the unique challenges and opportunities that our county faces, and I am dedicated to working tirelessly to address them effectively.

Throughout my professional career, I have acquired valuable skills that I believe are essential for the role of County Commissioner. I have a background in customer service and healthcare, which has provided me with a strong foundation in leadership, problem-solving, and decision-making. These skills will enable me to analyze complex issues, collaborate with fellow commissioners, and make informed and effective decisions that positively impact Anderson County and its residents.

Furthermore, my involvement in various community organizations has exposed me to a wide range of local concerns. I have actively participated with the Child Advocacy Center of Anderson County, NAACP, Altrusa, and attended community meetings where I have developed a keen understanding of the needs and aspirations of our residents. By engaging with different stakeholders, I have cultivated strong interpersonal and communication skills, allowing me to effectively advocate for the interests of the people I represent.

If elected as County Commissioner, I am committed to focusing on several key priorities that I believe are critical for the betterment of Anderson County. These include:

1. Promoting economic growth: I will work diligently to attract new businesses, foster entrepreneurship, and create job opportunities for our residents. By supporting local industries and implementing strategic economic development plans, we can ensure a thriving economy for the benefit of all.
2. Enhancing education and healthcare: I recognize the importance of quality education and accessible healthcare services. I will collaborate with local schools, educators, and healthcare providers to improve educational standards, expand access to affordable healthcare, and address the specific needs of our community.
3. Preserving and protecting our natural resources: Anderson County is blessed with breathtaking natural beauty. I am committed to safeguarding our environment, promoting sustainable practices, and preserving our natural resources for future generations to enjoy.
4. Increasing transparency and community engagement: Open and transparent governance is essential to building trust with the community. I will actively engage with residents, hold regular town hall meetings, and establish effective communication channels to ensure that their voices are heard, and their concerns are addressed.

In conclusion, I believe that my dedication, experience, and vision for Anderson County make me a well-rounded candidate for the position of County Commissioner. I am confident in my ability to serve the community with integrity, empathy, and a relentless drive for innovation.

Thank you for considering my candidacy. I look forward to the opportunity to contribute my skills and work collaboratively with my fellow commissioners to make Anderson County an even better place to live, work, and thrive.

Sincerely,

Ebony M. Capshaw

**REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE**

Anderson County Commission - District 6

**Date** May 10, 2023

**Name** Ebony Capshaw

**Address** 125 Spelman Avenue, Oak Ridge, TN 37830

**Phone Number** 865-441-7251 \_\_\_\_\_  
(Home) (Work)

**Employment History:** (if not on resume)

Attached

**Education:** (if not on resume)

Attached

**Why would you like to serve on this Board/Committee:**

Attached

**PLEASE ATTACH A RESUME TO THIS APPLICATION**

( For additional space, use back of form)

\*\* Please return this form to Commission Office, 100 N Main Street, Room 118, Clinton, TN 37716 (Fax: 264-6264) \*\*

# Ebony M. Capshaw

125 Spelman Avenue, Oak Ridge, TN 37830 • (865) 441-7251 • ebonymcapshaw@hotmail.com •

## EXPERIENCE

### DATA ENTRY PHARMACY TECHNICIAN – MAC'S PHARMACY LTC SOLUTIONS, INC

March 2023 - current

- Process medication orders for multistate long-term care facilities.
- Assist with medication packaging, shipment, and inventory control.
- Troubleshoot insurance claim processes, customer issues, etc.

### BOARD MEMBER- CHILD ADVOCACY CENTER OF ANDERSON COUNTY TN

May 2019 - Dec 2022

- ~~Assist Executive Director with publicity releases and advocate for Center via mass media outlets.~~
- ~~Assist with planning Love Run and Pulling for Kids to raise annual funds for Center's operations.~~
- Establish 3, 5-, and 10-year strategic plans to maintain Center & services to 400+ abused children.
- Review current policies and procedures to ensure 100 percent compliance with accrediting agencies.

### LEAD PHARMACY AUTOMATION TECHNICIAN - CARDINAL HEALTH, INC.

Oct 2018 - Apr 2023

- ~~Train new staff and students from high school and college level programs.~~
- ~~Formulate and maintain policies and procedures related to inventory management and pharmacy automation.~~
- Lead quality assurance processes on a daily, weekly, and monthly basis to maintain budget costs and par levels.
- Monitor access and appropriate use of automation software and hardware.

### 5TH DIST. STATE EXECUTIVE COMMITTEEWOMAN- TN DEMOCRATIC PARTY

Mar 2018 - Sep 2019

- Revise 95 county party procedures through County Development committee.
- Recruit potential candidates and donors for organization from district.
- Advocate on the state level for county parties within senatorial district.
- Create campaign field plans, including phone banking and canvassing.

### CANDIDATE FOR ANDERSON COUNTY TRUSTEE- STATE OF TENNESSEE

Jan 2018 - Aug 2018

- Create campaign field plans and raised over 8,000 dollars for campaign.
- Manage 10 volunteers on committee and event calendar.
- Supervise phone banking and canvassing activities with 50+ volunteers.
- Represent campaign at various community venues and public speaking events.

### QUALITY AUDITOR - CVS HEALTH, INC.

Jul 2017 - Apr 2018

- Conduct internal audits to protect company assets of 194.58 billion dollars.
- Help departments in the analysis and corrective actions of audit findings.
- Prepare reports for follow up and patterns of process errors for supervisor.

### MEMBER - ALTRUSA INTERNATIONAL of OAK RIDGE

Jan 2017 - Jan 2019

- Aid with collection of kid duffle bags for DCS and law enforcement project.
- Assist with annual fundraising events to support literacy grants to local schools and organizations.
- Update, distribute, and review scholarship applications for fund.
- Collect school supplies for Dolly Parton's Imagination Library distribution project.

### LEAD CERTIFIED PHARMACY TECHNICIAN – SUMMIT VIEW PHARMACY SERVICES

Jun 2016 – Aug 2018

- Accurately enter medication orders into internal and state databases.
- Train new staff to follow policies and procedures associated with assigned roles.

Prepare medication and supplies for delivery to facilities when needed.

#### **MEMBERSHIP CHAIR – ANDERSON COUNTY -OAK RIDGE NAACP**

**Nov 2013 – Apr 2017**

Volunteer as administrative assistant to President.  
Recruit 200+ residents in Oak Ridge area as Membership Chair.  
Create and maintain database of memberships for branch.  
Assist branch committees with training, event planning, fundraising, and publicity.

#### **BOARD MEMBER- ROANE STATE PHARMACY TECHNICIAN ADVISORY BOARD**

**Jan 2011-current**

Collaborate and contract with regional pharmacies to provide learning sites for students.  
Precept students at Covenant Health facilities.  
Advocate for pharmacy programs at state and federal levels for funding.  
Teach classes in the absence of Program Director.  
Review and maintain policies and procedures for compliance with accrediting agencies.

#### **HEALTH SYSTEMS PHARMACY TECHNICIAN II - CARDINAL HEALTH, INC.**

**May 2010 – Sep 2015**

Prepare, restock, and/or deliver supplies and medicine to units.  
Train new staff and students from high school and college level programs.  
Reconcile narcotic discrepancies and perform internal audits.

#### **CO-CHAIR OF MEMBERSHIP/VOLUNTEER- 100 BLACK MEN OF ATLANTA**

**Sep 2006 – Jan 2008**

Recruit 150 collegiate volunteers from local area colleges during term.  
Maintain database of members and volunteers concerning volunteer hours.  
Tutor 30 afterschool children at the Carter G. Woodson Academy.  
Assist fourth grade teachers and 20 students with curriculum for state testing.  
Mentor 300 Project Success students and taught courses at Saturday School.  
Recruit 100 volunteers for parades, football classic, Saturday school, and other events.

#### **VOLUNTEER EXPERIENCE**

2nd Vice President- Knoxville NAACP, 2020- current  
Volunteer - TN Medical Reserve Corps, 2021-current  
Member- Mayor's Roundtable Workforce Development subcommittee, 2020-2022  
State Lead NAACP Nextgen Leadership TN Cohort, 2019-2021  
Volunteer – Remote Area Medical, 2018-current  
State Executive Committee Member -TN NAACP, 2017-2021  
1st Vice President- Oak Ridge-Anderson County NAACP, 2017  
Member- Strong & United, 2016 -2018  
Volunteer- Knoxville Area Urban League, 2015-current  
Executive Committee Member- Oak Ridge NAACP, 2013-2017  
Volunteer- Scarboro Community Alumni Association, 2012-current  
Volunteer- Scarboro Neighborhood Watch Group, 2011-current  
Tutor & Mentor – Boys and Girls Club Clinch Valley, 2010-2012

#### **EDUCATION**

- Master of Arts, Ethics & Leadership – Johnson University – May 2023
- Certificate, Pharmacy Technician – Roane State Community College – May 2010
- Bachelor of Science, Biology – Clark Atlanta University – May 2008
- Diploma, University Path – Oak Ridge High School – May 2002

Ebony M. Capshaw  
125 Spelman Avenue  
Oak Ridge, TN 37830

May 10, 2023

Anderson County Board of Commissioners  
100 North Main Street, Room 118  
Clinton, TN 37716

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Sincerely,

Ebony M. Capshaw



## **Board of Directors Meeting-May 2, 2023 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, Jason Brown, Art Miller, Lisa Shirey, Katherine Birkbeck, Christine Michaels, John Meyer, Katy Watt, Beth Hickman, Tim Isbel and Stephanie Wells

**Members Absent:** Chris Folck, Amanda Bridges, Rick Meredith, Terry Frank, Veronica Greer and Robert McKamey

A motion was made by Brent Galloway and seconded by Katherine Birkbeck to authorize Stephanie Wells, Executive Director to execute a lease with William Stephenson for the second floor space at 210 N. Charles Seivers Blvd with suggested amendments subsequent to County Attorney's Yeager's review. Motion passed. Lease is attached.

**Adjourn:** A motion was made by Brent Galloway to adjourn the meeting.

**Respectfully Submitted By:** Stephanie Wells, Secretary/Executive Director

# COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "Lease" is entered into this 1<sup>st</sup> day of July, 2023, by and between William Stephenson with mailing address at 210 N. Charles Seivers Blvd, Clinton, TN 37716 hereinafter referred to as the "Lessor," and Anderson County Tourism Council hereinafter referred to as the "Lessee," collectively referred to herein as "the Parties."

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. THE PREMISES.** In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

Address: 210 N. Charles G. Seivers Blvd  
Floor and/Unit Number: 2nd floor  
Net Floor Area: 1,300 sqft

Hereinafter known as the "Premises".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the floor numbers and/or unit numbers of the Premises referred to above are designated by The Lessor.

The Lessor also agrees to allow the use of the conference room located on the first floor by the Lessee for the purposes of conducting business related meetings with attendees that can not access the second floor due to a physical disability as long as prior written or verbal consent is given by the Lessor.

**2. PERMITTED USE.** Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below: Office space for the Anderson County Tourism Council's operations.

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

**3. LEASE TERM.** The Lessor and Lessee agree that the rent paid by the Lessee hereunder shall be at a rate of One Thousand, Three Hundred Dollars and no/hundredths (1,300.00) per month and shall commence on 1<sup>st</sup> day of July, 2023 and shall subsist for a period of three years to expire on the last day of the Lease term, the 30<sup>th</sup> day of June, 2026. The Parties may terminate this agreement with sixty (60) days written notice to the other party at any time during the lease. The rent shall be

payable the 1<sup>st</sup> Monday of July, October, January and April for the following three months notwithstanding that the Due Date falls on a public holiday.

Lessor agrees that Lessee's obligations under this Lease shall terminate if the Anderson County Board of Commissioners does not appropriate sufficient funds during its annual budget approval to make payment of the rental as provided herein.

#### **4. RENEWAL.**

The Lessee will have right to renew the lease for the additional term of one year by giving the Lessor a Notice of Renewal not later than 60 days, prior to the expiration of the Lease Term. The Renewal Term shall commence immediately upon the expiration of the Lease Term. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full and effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties.

The Rent for the Renewal term shall not increase more than 10% of the existing term rental amount.

#### **5. SALE OF PROPERTY**

The Lessor agrees to notify the Lessee of any intent to sale or dispose of the Premises ninety (90) days prior to listing property.

#### **6. DEATH OF LESSOR**

In the event that the Lessor dies, the Lessor's Estate, personal representatives, heirs or devisees shall honor the terms of this lease for ninety (90) days from taking possession of property.

**7. EXPENSES.** The Parties agree that the Lessee is responsible for the electricity, natural gas, telephone and data charges and that the Lessor is responsible for the water charges. The Lessee will be responsible for janitorial services and garbage removal related to the leased space.

The Lessor is responsible for all costs associated with maintaining the fixtures and structure of the building, as well as enhancing and upkeeping the exterior of the building and property. This includes, but is not limited to, the following:

- Structure of the roof, outside walls, windows, and other structural parts of the building
- Water pipes
- Bathroom fixtures
- Electrical Wiring
- HVAC system
- Removal of litter from the premises
- Parking area including striping
- Snow and ice removal
- Landscaping installation and maintenance

## **8. SIGNAGE**

The Lessee shall provide its own door signs. The Lessor shall provide the structure of a road sign. The Lessee agrees to have installed and incur all expenses associated with relocating the electronic sign from 115 Welcome Lane to 210 N. Charles Seivers Blvd as long as the City of Clinton approves the inclusion of the electronic sign on the premises.

The Lessor understands that the electric sign is property of Anderson County Government and if the Lessee no longer occupies the premises, the electronic sign will be removed and the expense of such will be the responsibility of the Anderson County Tourism Council and/or Anderson County Government.

## **9. INSURANCE**

Lessee will, during the said term, insure and keep insured the said Leased Premises for general liability and content insurance loss or damage. Lessee shall also obtain premise liability insurance insuring against personal injury or property damage occurring on or in conjunction with the leased space.

The Lessor shall maintain general liability and building insurance coverage in order to adequately insure against negligent or intentional acts of others, or damage by fire, weather, acts of God uncontrollable by Lessee.

## **10. TAXES**

The Lessor shall bear all Taxes and fees that are payable under Laws in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises. The Lessor is responsible for any and all city and county property taxes.

## **11. NO OBSTRUCTION OF ACCESS EASEMENT**

The Lessor and Lessee agree that neither will block, restrict nor damage the right of the other and any authorized third parties to the concurrent use of the access easement. The Lessee shall have access and use of any and all parking spaces.

**12. SECURITY DEPOSIT.** Lessor shall waive any security deposit.

**13. ALTERATIONS AND IMPROVEMENTS.** No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises. The Lessor acknowledges that hanging décor and/or pictures and installing data lines are acceptable and approved improvements.

In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface

thereof shall, upon creation, become the Lessor's property without need for any further transfer, delivery or assignment thereof.

The Lessor agrees to replace the floor covering throughout the second floor and the Lessee agrees to incur the expense of painting the walls and ceilings prior to occupying the Premises at a rate that is agreeable to the Lessee.

**14. COMPLIANCE WITH LAW.** The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Tennessee state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

**15. OBLIGATIONS OF THE LESSEE:**

- A. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.
- B. The Lessee shall be responsible for the repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located or those that are generally considered as minor repair including but not limited to replacing light bulbs, cleaning windows, doors, toilets and similar appurtenances.
- C. The Lessee shall, at its sole expense restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the lessee permits into the Premises that are not covered or compensable by any insurance.

**16. ASSIGNMENT.** The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Premises or this Lease without such consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

**17. RIGHT OF ENTRY.** The Lessor shall, upon giving three days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose as the Lessor, provided that the time of entry requested is reasonable considering the purpose.

**18. DAMAGE TO LEASED PREMISES.** If the event that the Premises and/or the structure or building in which it is located is damaged or destroyed by fire or other casualty without the fault or negligence of the Lessee or his agents, the Lessor shall, at its own expense, repair the damaged portion, the Premises, structure and/or building to restore the same to substantially the condition in which it was handed over to Lessee. The Rent shall be abated until such repairs are completed.

In the event such repair cannot be accomplished or of total destruction the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.

**19. DEFAULT AND POSSESSION.** If Rent is not paid within 30 days of the Due Date, the Rent shall be considered past due. In the event that the Lessee fails to pay Rent on the Due date or is in default of any of the terms of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within 60 days will terminate

the Lease and allow the Lessor to recover the premises at the end of such period. Should the Lessee fail to rectify the same within 60 days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.

**20. SURRENDER OF PREMISES.** On or before 12:00 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located.

Without prejudice to the foregoing, the Lessee shall at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof.

Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

**21. INDEMNIFICATION.** The Lessor shall not be liable for any injury to the Lessee or any other persons or property entering the Premises occurring within the Premises during the Lease Term. Neither shall the Lessor be liable for any damage to the structure within which the Premises is located or any part thereof. The Lessor hereby agrees to hold the Lessor harmless from and indemnify the Lessor for any and all claims or damage not arising solely from the Lessor's acts, omission, fault or negligence.

**22. GOVERNING LAW.** This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Tennessee.

**23. NOTICE.** All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessee at the address:  
Anderson County Government  
c/o Anderson County Tourism Council  
100 North Main Street  
Clinton, TN 37716

and

To Lessor at the address:

William Stephenson  
210 N. Charles Seivers Blvd  
Clinton, TN 37716

**24. SEVERABILITY.** Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

**25. BINDING EFFECT.** The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

**26. ENTIRE AGREEMENT.** This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LESSOR:

LEESSEE:

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

WILLIAM STEPHENSON  
OWNER

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

STEPHANIE WELLS  
AND. CO. TOURISM COUNCIL DIRECTOR

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

TERRY FRANK  
AND. CO. GOV. COUNTY MAYOR

APPROVAL AS TO FORM:

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

N. JAY YEAGER  
AND. CO. GOV. LAW DIRECTOR

ROBERT HOLBROOK  
AND.CO. GOV. FINANCE DIRECTOR

**Anderson County Board of Commissioners  
Purchasing Committee Meeting Minutes  
May 8, 2023  
4:30 p.m.  
Room 312 of the Courthouse**

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

**A. Contracts Approved by Law Director**

1. **Lexis Nexis, Law Director, Contract #23-0066** – Three-year online database subscription for \$304/month. Purchasing Committee approved a different version in February. This has been updated to have only 1 user, not 3.
2. **City Tele-Coin, Sheriff, Contract #23-01027** – Four-year agreement for inmate telecommunication services with part of the profits going to the County.  
Commissioner Mayes made a motion to approve as a group and forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

**B. Contracts Pending Law Director Approval**

Katherine Ajmeri let the Committee know these contracts received Law Director approval since the agenda was issued.

1. **State of Tennessee, Department of Military - TEMA, EMA, Contract #23-0097** – Two-year Emergency Management Performance Grant for \$37,080.04.  
Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.
2. **High Tech Rescue, EMA, Contract #23-0098** – One-year contract with four one-year renewal options for yearly testing of Genesis Equipment for AVFD.  
Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

3. **Safe Industries, EMA, Contract #23-0099** – One-year contract with four one-year renewal options for yearly NFPA Inspections and Pump Tests for AVFD.

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

4. **The Trust Company of Tennessee FBO Constance B Norris, EMS, Contract #23-0100** – Four-year lease of Station 5. Rent is \$2530/month until July 1, 2025 and then increases to \$2,909.50. The vendor will not allow a shorter lease.

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

5. **William “Bear” Stephenson, Tourism, Contract #23-0101** – Three-year lease of 210 N. Charles Seivers Blvd. Rent is \$1300/month and may be cancelled with a 60-day notice. Commissioner Yager made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mayes seconded the motion. Motion passed unanimously.

6. **MOU between the Purchasing Office and the Elections Office for Canon Contract #19-0172** – Transfer of Copier Lease from the Purchasing Office and the Elections office for the remainder of the lease (expires June 20, 2024). The Elections copier is broken and the Purchasing Office will use Accounting’s copier.

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

#### C. Other Business

1. Request to re-bid the following on govdeals with a lower starting bid (approved last month to start at \$25,000 but failed to sell):

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
Chevrolet Inmate Transport Bus	Sheriff	Runs, only 16,044 miles	\$15,000

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

**D. New Business**

1. MOU between the Board of Education, Parents and Private-Duty Nurses, Contract #23-0107 – Agreement to set responsibilities of Educators, Parents and Nurses in the event a student requires a private (not paid by the County) nurse to accompany them to school. Commissioner Mayes made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

**E. Old Business**

Informational Only

Description	Department	Condition	Starting Bid	Winning Bid
2015 Dodge Charger	Sheriff	Starts with a boost	\$500	\$5150
2015 Cub Cadet	Parks	No engine, used for parts	\$200	\$215
2009 Cub Cadet	Parks	Engine is from another used mower, does not run	\$500	\$1048.12
2013 Ford F-150	Sheriff	Runs	\$1500	\$7100
2005 Ford E-350	Sheriff	Runs	\$1500	\$11,072.50

Before the meeting adjourned Mayor Frank asked if other companies had been considered for the services provided by City Tele-Coin. Commissioner Mayes provided information on the selection of City Tele-Coin for the previous contract and let the Mayor know that at that time a comparison was completed with other companies. The Mayor also questioned sections of the City Tele-Coin contract, including the 30-day limit to accept commission payments and how the prepaid calling cards would be managed. Commissioner Vowell was in attendance and let the Mayor know he would look into these concerns and have that information ready by the full Commission meeting.

# ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

May 4, 2023

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
1	1	Fund 118 - EMS	\$ 2,400.00
1	2	General Fund 101 - Law Director	\$ 2,180.00
2	3	General Fund 101 - IT	\$ 307.05
2	4	Fund 115 - Library	\$ 350.00
2	5	Fund 115 - Library	\$ 501.47
3	6	Fund 115 - Library	\$ 764.30
3	8	General Fund 101 - Human Resources	\$ 3,000.00
4	9	General Fund 101 - Sheriff's Department	\$ 4,700.00
4	10	General Fund 101 - Sheriff's Department	\$ 6,305.00
5	11	General Fund 101 - Trustee	\$ 2,381.00
5	12	General Fund 101 - Circuit Clerk	\$ 3,000.00
5	13	Fund 141 - Fiscal Services	\$ 50,000.00
6	14	Fund 141 - Nurses	\$ 3,000.00
6	15	Fund 128 - Tourism	\$ 7,000.00
<b>Group 2 - Appropriations - School (Commission Approval by Board Vote)</b>			
8	18	Fund 141 - Student Services	\$ 12,000.00
13	28	Fund 141 - Fiscal Services	\$ 436,000.00
<b>Group 3 - Transfers - School (Commission Approval by Board Vote)</b>			
7	16	Fund 141 - Federal Programs (Payroll)	\$ 15,735.11
7	17	Fund 141 - Coordinated School Health (Payroll)	\$ 4,000.00
<b>Group 4 - Appropriations - NonSchool (Commission Approval by Board Vote)</b>			
8	19	Fund 131 - Highway	\$ 50,000.00
9	20	Fund 118 - EMS	\$ 1,800.00
9	21	Fund 118 - EMS	\$ 630.00
10	22	General Fund 101 - Property Assessor	\$ 15,000.00
10	23	General Fund 101 - Property Assessor	\$ 4,083.00
12	26	General Fund 101 - County Commission	\$ 1,800.00
13	29	Fund 121 - ARP Project - Senior Center Kitchen	\$ 135,852.00
10	24	General Fund 101 - Law Director/Finance Motion to negotiate	\$ 52,545.24
<b>Group 5 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)</b>			
11	25	General Fund 101 - Mayor	\$ 519.96
<b>Group 6 - Transfers - NonSchool (Commission Approval by Board Vote)</b>			
6	7	Fund 131 - Highway (Major Line Item)	\$ 15,300.00
12	27	General Fund 101 - Finance (Payroll)	\$ 11,760.47
<b>Group 7 - Miscellaneous</b>			
13	A	Grant Approval for Briceville Library for Extended Wi-Fi	Motion Passed
13	B	Senior Center Kitchen/ BA #29	Motion Passed
13	C	FY 23/24 Budget	Referred to Operations
14	D	New Business/ BA 28	Motion Passed
14	E	Old Business/NA	
<b>Group 8 - Additional Items not discussed during budget committee (requires 3/4 majority vote)</b>			
19	30	Fund 141 - Fiscal Services Purchase land for Claxton Elementary	\$ 3,200,000.00

**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
April 30, 2023**

FUND	DESCRIPTION	NON- SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 1,091,420	\$ 1,630,684	\$ 3,661,539	\$ 9,261,277 *	\$ 15,644,920	\$ 20,337,855
115	Library Fund	\$ -	\$ 346,668		\$ -	\$ -	\$ 346,668	\$ 453,795
116	Solid Waste/Sanitation Fund	\$ -	\$ 383,657	\$ -	\$ -	\$ -	\$ 383,657	\$ 1,000,205
118	Ambulance Fund	\$ -		\$ -	\$ -	\$ 669,666	\$ 669,666	\$ 684,401
121	American Rescue Plan							\$ 11,100,860
122	Drug Control Fund	\$ -	\$ 116,696	\$ 8,754	\$ -	\$ -	\$ 125,450	\$ 134,858
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 65,272	\$ -	\$ 65,272	\$ 48,077
128	Tourism Fund	\$ -	\$ 389,083	\$ -	\$ 200,000	\$ -	\$ 589,083	\$ 743,009
131	Highway Fund	\$ 77,670	\$ 269,737	\$ 1,004,595	\$ -	\$ -	\$ 1,352,002	\$ 4,118,758
141	General Purpose School Fund	\$ -	\$ -	\$ 12,340,351	\$ -	\$ -	\$ 12,340,351	\$ 23,067,483
143	Central Cafeteria	\$ 144,351	\$ 2,241,140	\$ -	\$ -	\$ -	\$ 2,385,491	\$ 3,996,504
151	General Debt Service Fund	\$ -	\$ 730,140	\$ -	\$ -	\$ -	\$ 730,140	\$ 780,619
152	Rural Debt Service Fund	\$ -	\$ 290,884	\$ -	\$ -	\$ -	\$ 290,884	\$ 280,801
156	Education Debt Service Fund	\$ -	\$ 186,452	\$ 118,995	\$ -	\$ -	\$ 305,447	\$ 233,048
171	Capital Projects Fund	\$ -	\$ 149,916	\$ -	\$ -	\$ -	\$ 149,916	\$ 473,773
177	Education Capital Projects Fund		\$ 548,377	\$ -	\$ -	\$ -	\$ 548,377	\$ 716,283
263	Employee Benefit Fund	\$ 35,793	\$ -	\$ -	\$ 1,603,613	\$ -	\$ 1,639,406	\$ 1,764,900
		\$ 257,814	\$ 6,744,170	\$ 15,103,379	\$ 5,530,424	\$ 9,930,943	\$ 37,566,730	\$ 69,935,229

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

**Cash Trends**  
April

Cash 18/19	13,548,527
Cash 19/20	11,973,749
Cash 20/21	17,583,281
Cash 21/22	17,847,755
Cash 22/23	20,337,855

**General Fund Cash Trends**





**ARPA PROJECTS**

ARPA Funding Eligibility Category			REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
Total ARPA Allocation			\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
-Less Budgeted To-Date			\$ (6,510,192.17)	\$ (2,834,795.31)	\$ (9,344,987.48)			
Remaining Allocation			\$ 3,489,807.83	\$ 2,117,278.69	\$ 5,607,086.52			
			BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission
1	121-58836-189-GA003E	Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022
2	121-58836-189-GA003NE	Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022
3	121-58836-339-GA012	TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	NO	2/22/2022
3.1	121-58836-339-GA012	TN Emergency Broadband Fund Grants -MF Highland	\$ 250,000.00	\$ 7,136.84	\$ 242,863.16	In Progress	YES	2/22/2022
4	121-58836-399-GA013	GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ -	\$ 103,060.00	In Progress	NO	11/21/2022
		EMS Budget Fund Balance Adjustment (Worker						
5	121-58836-599-11802	Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022
6	121-58836-716-SD001	Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	12/20/2021
7	121-67101-402-13101 thru 13106	County Paving Projects	\$ 2,252,835.64	\$ 771,488.18	\$ 1,481,347.46	In Progress	YES	8/15/2022
8	121-91401-399-GA001	County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 36,884.00	\$ 55,116.00	In Progress	YES	3/10/2022
9	121-91401-399-GA010	Claxton Sewerline Study	\$ 30,000.00	\$ -	\$ 30,000.00	Pending	NO	8/15/2022
10	121-91401-707-GA011	Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 267,426.00	\$ 1,019,170.85	In Progress	YES	8/15/2022
11	121-91401-707-SC001	Senior Center Kitchen Improvements	\$ 115,628.00	\$ 9,500.00	\$ 106,128.00	In Progress	YES	5/16/2022
12	121-91401-708-GA002	A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	NO	5/16/2022
13	121-91401-709-GA005	IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 51,994.68	\$ 98,005.32	In Progress	YES	8/15/2022
14	121-91401-718-11801	EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 262,721.66	\$ 1,095,004.34	In Progress	NO	8/15/2022
15	121-91401-718-GA004	Other Vehicles on Capital Requests	\$ 225,000.00		\$ 225,000.00	In Progress	YES	8/15/2022
16	121-91401-718-SD002	Sheriff's Vehicles for 2 Years	\$ 900,000.00	\$ 411,832.77	\$ 488,167.23	In Progress	YES	8/15/2022
17	121-91401-731-GA007	Digital Poll Books -Election Office	\$ 100,000.00	\$ -	\$ 100,000.00	Pending	YES	8/15/2022
18	121-91401-732-FJC01	Family Justice Center -Building Purchase	\$ 175,000.00	\$ -	\$ 175,000.00	Pending	YES	8/15/2022
19	121-91401-790-11803	EMS Stretchers (12)	\$ 398,409.00	\$ -	\$ 398,409.00	Pending	YES	11/21/2022
20	121-91401-791-GA009	CDBG Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ 450,000.00	\$ -	\$ 450,000.00	Pending	NO	8/15/2022
21	121-91401-799-GA006	Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022
22	121-91401-799-GA008	Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 40,000.00	\$ 8,070.90	\$ 36,202.10	In Progress	YES	8/15/2022
23	121-58836-355-GA014	Repair Chimes	\$ 18,635.00	\$ 9,317.50	\$ 9,317.50	In Progress	YES	1/17/2023
24	121-91401-790-GA015	A/V Technology for Room 312	\$ 14,000.00	\$ 4,089.86	\$ 9,910.14	In Progress	NO	3/20/2023
			\$ 9,344,987.48	\$ 2,949,007.12	\$ 6,317,271.36			

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## BUDGET COMMITTEE MINUTES

### MAY 4, 2023

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#### Members Present:

Shain Vowell, Commissioner – Chairman  
Bob Smallridge, Commissioner  
Jerry White, Commissioner  
Sabra Beauchamp, Commissioner  
Shelly Vandagriff, Commissioner  
Tracy Wandell, Commissioner

#### Members Absent:

Michael Foster, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

## TRANSFERS (Approved through Consent Agenda)

**THE 1<sup>st</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, EMS, that the following **TRANSFER** in Ambulance Fund 118 be approved.

#### Decrease Expenditure Code:

118-55130-336	Maint & Repair Equipment	\$2,400.00
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#### Increase Expenditure Codes:

118-55130-355	Travel	\$400.00
118-55130-434	Natural Gas	<u>2,000.00</u>
		\$2,400.00

**Justification:** Equipment repair has been lower than expected this FY. Increasing travel to pay for one of our instructor coordinators to attend required training in June, instead of July as originally planned. Natural gas has been higher than originally budgeted.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 2<sup>nd</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nichole Brooks, Law Director's Office, that the following **TRANSFER** in General Fund 101 be approved.

#### Increase Expenditure Codes:

101-51400-320	Dues & Memberships	\$1,180.00
101-51400-435	Office Supplies	<u>1,000.00</u>
		\$2,180.00

Decrease Expenditure Codes:

101-51400-348	Postage	\$1,680.00
101-51400-337	Maintenance-Office Equipment	<u>500.00</u>
		\$2,180.00

Justification: To cover costs.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 3<sup>rd</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Brian Young, I.T., that the following **TRANSFER** in General Fund 101 be approved.

Decrease Expenditure Code:

101-52600-435	Office Supplies	\$307.05
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Increase Expenditure Codes:

101-52600-425	Gasoline	\$200.00
101-52600-338	Vehicle Maintenance	<u>107.05</u>
		\$307.05

Justification: Oil change and gasoline.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 4<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from AC Library Board, Rocky Top Public Library, that the following **TRANSFER** in Library Fund 115 be approved.

Decrease Expenditure Code:

115-56500-499-3000	Other Supplies/Misc.	\$350.00
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Increase Expenditure Code:

115-56500-317-3000	Data Processing Services	\$350.00
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Justification: I didn't receive the full reimbursement from the LSTA grant that I expected for Faronics.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 5<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from AC Library Board, Briceville Public Library, that the following **TRANSFER** in Library Fund 115 be approved.

Decrease Expenditure Codes:

115-56500-790-1000	Other Equipment	\$300.00
115-56500-524-1000	Staff Development	80.00
115-56500-317-1000	Data Processing	6.30
115-56500-355-1000	Travel	100.00
115-56500-437-1000	Periodicals	<u>15.17</u>
		\$501.47

Increase Expenditure Code:

115-56500-452-1000	Utilities	\$501.47
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Justification: This is a one-time transfer of funds to cover shortfall in utilities.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 6<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from AC Library Board, Norris Community Library, that the following **TRANSFER** in Library Fund 115 be approved.

Decrease Expenditure Codes:

115-56500-499-4000	Other Supplies/Miscellaneous	\$264.30
115-56500-432-4000	Book Purchases	<u>500.00</u>
		\$764.30

Increase Expenditure Code:

115-56500-452-4000	Utilities	\$764.30
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Justification: Transfer to cover shortfall in utilities for the next quarterly bill. Quarterly bill for utilities is expected to be higher than usual due to higher rates and more extreme temperatures through December 2022.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 8<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Kim Jeffers-Whitaker, Human Resources & Risk Management, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Codes:

101-51310-307-0100	Communication	\$200.00
101-51310-348	Postal Charges	100.00
101-51310-524	Staff Development	<u>2,700.00</u>
		\$3,000.00

Decrease Expenditure Code:

101-51310-317	Data Processing Services	\$3,000.00
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**Justification:** Due to an unexpected charge of mobile device, additional funds are needed to cover the cost-not reoccurring. Due to an increase in medical leave, additional postage is needed to cover required communication. To maintain HR staff knowledge, skills and abilities, a transfer of funds is being requested to cover additional training-not reoccurring. A transfer of funds from 317 is being requested to cover the additional charges due to a data processing services decrease for this fiscal year.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 9<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Sheriff Russell Barker, Sheriff's Department, that the following **TRANSFER** in General Fund 101 be approved.

**Increase Expenditure Codes:**

101-54210-355	Transportation/Travel	\$1,500.00
101-54210-340	Medical Services	2,700.00
101-54210-359	Disposal Fees	<u>500.00</u>
		\$4,700.00

**Decrease Expenditure Codes:**

101-54210-524	Staff Development	\$1,600.00
101-54210-309	Contracts-Government Agencies	<u>3,100.00</u>
		\$4,700.00

**Justification:** This transfer is to cover new employee's medical services, travel for training, and disposal fees due to increase by providers.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 10<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Sheriff Russell Barker, Sheriff's Department, that the following **TRANSFER** in General Fund 101 be approved.

**Increase Expenditure Codes:**

101-54110-414	Duplicating Supplies	\$500.00
101-54110-340	Medical Services	705.00
101-54110-716	L.E. Equipment	3,600.00
101-54110-431	L.E. Supplies	<u>1,500.00</u>
		\$6,305.00

**Decrease Expenditure Code:**

101-54110-524	Staff Development	\$6,305.00
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**Justification:** This transfer is to cover duplicating supplies for the copiers at ACSO, new employee's medical services, protective vests, and law enforcement supplies.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 11<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Regina Copeland, Trustee, that the following **TRANSFER** in General Fund 101 be approved.

Decrease Expenditure Codes:

101-52400-711	Furniture & Fixtures	\$1,000.00
101-52400-334	Maintenance Agreements	<u>1,381.00</u>
		\$2,381.00

Increase Expenditure Codes:

101-52400-349	Printing, Stationery Forms	\$350.00
101-52400-435	Office Supplies	<u>2,031.00</u>
		\$2,381.00

Justification: Moving money to order envelopes, paper, and toner for all our Trustee locations.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 12<sup>th</sup> ITEM**, 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 Codes:

101-53100-337	Maintenance & Repairs	\$1,000.00
101-53100-499	Bound Books	<u>2,000.00</u>
		\$3,000.00

Increase Expenditure Code:

101-53100-435	Office Supplies	\$3,000.00
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Justification: Transferring to Office Supply code to purchase supplies for the remainder of the FY.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 13<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Julie Minton, Fiscal Services, that the following **TRANSFER** in General Purpose School Fund 141 be approved.

Increase Expenditure Code:

141-72610-499	Other Materials & Supplies	\$50,000.00
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Decrease Expenditure Code:

141-72610-410	Custodial Supplies	\$50,000.00
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Justification: To transfer funds for other supplies needed through remainder of year for regular operations.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 14<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Kathryn Price, School Nursing, that the following **TRANSFER** in General Purpose School Fund 141 be approved.

Increase Expenditure Code:

141-72120-355	Travel	\$3,000.00
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Decrease Expenditure Code:

141-72120-413	Drug & Medical Supplies	\$3,000.00
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Justification: To transfer funds for travel purposes needed to complete school year, including conference travel.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

**THE 15<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Stephanie Wells, Tourism, that the following **TRANSFER** in Tourism Fund 128 be approved.

Increase Expenditure Code:

128-58110-302	Advertising	\$7,000.00
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Decrease Expenditure Code:

128-58110-302-4000	Advertising-Move to Anderson	\$7,000.00
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Justification: Transferring funds to partner with Explore Oak Ridge to contract with Arrivalist which is a research platform that tracks visitation numbers and trends.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Jerry White, and passed to approve the transfer request.

## **APPROPRIATIONS      REQUIRING      FULL      COMMISSION APPROVAL**

**THE 7<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Gary Long, Highway Department, that the following **TRANSFER (Major Line Item)** in Highway Fund 131 be approved.

Increase Expenditure Codes:

131-65000-307-0200	Internet	\$300.00
131-65000-434	Natural Gas	3,000.00
131-65000-510	Trustees Commission	<u>12,000.00</u>
		\$15,300.00

Decrease Expenditure Code:

131-62000-207	Employee Medical Insurance	\$15,300.00
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Justification: Need to increase Hwy Dept. Internet services, natural gas and Trustee Commission to finish off 22/23 yr. budget.

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

**THE 16<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Katrina Oakley, Federal Programs, that the following **TRANSFER (Payroll)** in General Purpose School Fund 141 be approved.

Increase Expenditure Codes:

141-71400-105	Program Director	\$2,508.00
141-71400-116	Teacher Salaries	3,750.00
141-71400-189	Other Salaries & Wages	4,224.00
141-71400-204	Retirement	728.96
141-71400-212	Medicare	12.38
141-71400-355	Travel	913.10
141-71400-422	Food Supplies	500.00
141-71400-429	Instructional Supplies & Materials	<u>3,098.67</u>
		\$15,735.11

Decrease Expenditure Codes:

141-71400-163	Educational Assistants	\$15,160.00
141-71400-201	Social Security	<u>575.11</u>
		\$15,735.11

Justification: To budget with the approved state budget (ePlan).

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

**THE 17<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Anna Hurt, Coordinated School Health, that the following **TRANSFER (Payroll)** in General Purpose School Fund 141 be approved.

Increase Expenditure Code:

141-72120-355-COSH	Travel	\$4,000.00
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Decrease Expenditure Codes:

141-72120-189-COSH	Other Salaries & Wages	\$1,000.00
141-72120-348-COSH	Postage	100.00
141-72120-349-COSH	Printing	210.00
141-72120-499-COSH	Other Materials & Supplies	1,350.00
141-72120-524-COSH	Staff Development	<u>1,340.00</u>
		\$4,000.00

Justification: To transfer funds for Coordinated School Health related travel to State required meetings and program conferences.

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

**THE 18<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Paul Sellers, Student Services, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Decrease Reserve Code:

141-39000	Unassigned Fund Balance	\$12,000.00
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**(Amendment will be from 141-34555 Restricted for Education and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

141-72110-499	Other Materials & Supplies	\$12,000.00
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Justification: To appropriate funds for Student Services technology equipment upgrades and supplies as needed.

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

**THE 19<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Gary Long, Highway Department, that the following **APPROPRIATION** in Highway Fund 131 be approved.

Increase Expenditure Codes:

131-63100-418	Equipment & Machinery Parts	\$49,000.00
131-62000-451	Uniforms	<u>1,000.00</u>
		\$50,000.00

Decrease Reserve Code:

131-34550	Restricted for Hwy	\$50,000.00
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Justification: In case of needed parts and machine supplies to get through year end may be short on uniforms.

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

**THE 20<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, EMS, that the following **APPROPRIATION** in Ambulance Fund 118 be approved.

Increase Revenue Code:

118-44990-LASH	Lash Grant Funds Other Local Revenues	\$1,800.00
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Increase Expenditure Code:

118-55130-524-LASH	Staff Development	\$1,800.00
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Justification: Transferring grant funds awarded for the purchase of books for Pre-hospital Trauma Life Support class.

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.

**THE 21<sup>st</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, EMS, that the following **APPROPRIATION** in Ambulance Fund 118 be approved.

Increase Revenue Code:

118-48610	RKS Venture Inc.	\$630.00
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Increase Expenditure Code:

118-55130-499	Other Supplies & Materials	\$630.00
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Justification: Transferring donated funds from Freddy's in Oak Ridge to help pay for EMS Week events.

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.

**THE 22<sup>nd</sup> ITEM**, 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.

Increase Expenditure Code:

101-52300-331	Legal Services	\$15,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$15,000.00
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**(Amendment will be from 101-34615-1000 Committed Prop. Assessor-Audit and a JE will replenish the reserve for 39000)**

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

**THE 23<sup>rd</sup> ITEM**, 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.

Increase Expenditure Code:

101-52300-305	Audit Services	\$4,083.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$4,083.00
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**(Amendment will be from 101-34615-1000 Committed Prop. Assessor-Audit and a JE will replenish the reserve for 39000)**

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

**THE 24<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance Director, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51400-331-RECOV	County Attorney-Legal Services-Recovery	\$52,545.24
	Lawsuits	

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$52,545.24
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**Justification:** Invoices for recovery lawsuits from Miller Legal. This should complete billing from Miller 4 invoices \$28,021.23, \$19,026.96, \$2,026.80 & \$3,470.25.

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

Voting Yes:

Commissioner, Shain Vowell  
Commissioner, Bob Smallridge  
Commissioner, Jerry White

Voting No:

Commissioner, Shelly Vandagriff  
Commissioner, Tracy Wandell  
Commissioner, Sabra Beauchamp

Motion Failed.

Motion by Commissioner Jerry White, seconded by Commissioner Bob Smallridge, to refer to the Anderson County Board of County Commissioners without a recommendation.

Motion withdrawn.

Motion by Commissioner Jerry White, seconded by Commissioner Bob Smallridge, and passed to direct the Finance Director, Law Director, and possibly the Mayor to enter into negotiations to reduce the bill for legal services.

**THE 25<sup>th</sup> ITEM,** to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, County Mayor's Office, that the following **APPROPRIATION** in General Fund 101 be approved.

**Increase Expenditure Code:**

101-51300-399-ORRC1	ORRCA Website Hosting fees	\$519.96
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**Decrease Reserve Code:**

101-39000	Unassigned Fund Balance	\$519.96
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**Justification:** This amendment allocates additional funds to cover unpaid website hosting fees and the annual Security Socket Layer Certificate for the Oak Ridge Reservation Communities Alliance website. Mayor Frank is currently chairwoman of ORRCA, and as such, is responsible for maintaining the ORRCA website. These expenses will be reimbursed to Anderson County through a grant that funds ORRCA.

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

**THE 26<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Annette Prewitt, County Commission, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51100-355	Travel	\$1,800.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$1,800.00
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Justification: To pay travel expenses for nine Commissioners to attend the May Legislative Conference in Gatlinburg. Shortage in the fund is due to more commissioners attending conferences in this fiscal year and an increase in meals and mileage rate.

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

**THE 27<sup>th</sup> ITEM** to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, General Sessions Judges, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Increase Expenditure Codes:

101-53310-103	General Sessions Judge-Assistant(s)	\$8,700.00
101-53310-204	General Sessions Judge-State Retirement	3,035.47
101-53310-210	General Sessions Judge-Unemployment Compensation	<u>25.00</u> \$11,760.47

Decrease Expenditure Codes:

101-53310-189	General Sessions Judge-Other Salaries & Wages	\$5,961.47
101-53310-206	General Sessions Judge-Life Insurance	55.00
101-53310-207	General Sessions Judge-Medical Insurance	3,100.00
101-53310-208	General Sessions Judge-Dental Insurance	514.00
101-53310-320	General Sessions Judge-Dues & Memberships	1,080.00
101-53310-524	General Sessions Judge-Staff Development	<u>1,050.00</u> \$11,760.47

Justification: With the election of 2 new Judges, and new assistants there was a vacation payout in code 103. This created a funding issue in that code as well as social security and unemployment.

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

**THE 28<sup>th</sup> ITEM** to be presented to the Anderson County Budget Committee, was a written request from Julie Minton, Fiscal Services, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

**Decrease Reserve Code:**

141-39000	Unassigned Fund Balance	\$436,000.00
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**(Amendment will be from 141-34685 Committed for Capital Projects and a JE will replenish the reserve for 39000)**

**Increase Expenditure Codes:**

141-76100-715	Land	\$25,000.00
141-76100-720	Plant Operation Equipment	<u>411,000.00</u>
		\$436,000.00

**Justification:** To appropriate funds for earnest money for potential property purchase of land for new Claxton Elementary school. The second appropriation amount is for energy saving equipment such as higher rated efficient HVAC units and a new dual consensing boiler system at several schools. Originally the plant operation equipment was established for payment through ESSER 3.0 grant. Through misunderstanding and miscommunication concerning year end accruals, an invoice was paid as a payable but not reflected on June 30 2022 State reports as such. The grant balances appeared to have more available funds to use elsewhere and those funds have now been redirected to purchase Chromebooks. The expenditure amount needs to be reflected in General Purpose School Fund.

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.

**THE 29<sup>th</sup> ITEM** to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, Senior Center, that the following **APPROPRIATION** in Fund 121 be approved.

**Increase Expenditure Code:**

121-91401-707-SC001	ARPA Grant-Other Contracted Svs-Bldg Improvements	\$135,852.00
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**Decrease Reserve Code:**

121-34512	Restricted for General Gov-American Rescue Plan Act	\$135,852.00
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**Justification:** To allocate ARPA grant funds to complete Senior Center kitchen construction.

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

#### **SECTION A, Grant Application**

Finance Director Robby Holbrook presented a request from the Briceville Public Library to approve their grant application for the 2024 TOP grant from the Tennessee State Library and Archives.

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.

#### **SECTION B, Senior Center Kitchen Renovation**

Mayor Terry Frank presented a request for \$135,852.00 in ARPA funds to enable awarding the low bidder for completion of the kitchen renovations specified in the base bid. She also presented alternates in scope of work for consideration.

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

This is reflected as the “29<sup>th</sup> item” above.

#### **SECTION C, FY 23/24 Proposed Budget**

1. District Attorney General Dave Clark presented a request to adjust the proposed budget for **Fund 101-53600 –District Attorney’s Office** to include a salary increase to \$37,621.00 for the county-funded Criminal Secretary position.

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

2. Finance Director Robby Holbrook presented the proposed budget for **Fund 101-51500 – Election Commission.**

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

3. Finance Director Robby Holbrook presented the proposed budgets for **Fund 141 –General Purpose Schools and Fund 143 –Central Cafeteria Plan.**

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

4. Finance Director Robby Holbrook presented the proposed budgets for **Fund 151 –General Debt Service, Fund 152 –Rural Debt Service, Fund 156 –High School Debt Service, 171 –General Capital Projects, and 177 –Educational Capital Projects.**

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

5. Finance Director Robby Holbrook presented the proposed budget for **Fund 116 –Solid Waste.**

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

6. Finance Director Robby Holbrook presented the proposed budget for **Fund 115 –Library.**

Motion by Commissioner Jerry White, seconded by Commissioner Shain Vowell, to reject the budget.

Voting Yes: Commissioner Jerry White and Commissioner Shain Vowell.

Voting No: Commissioners Shelly Vandagriff, Tracy Wandell, Sabra Beauchamp, and Bob Smallridge.

Motion Failed.

Motion by Commissioner Tracy Wandell, seconded by Commissioner Bob Smallridge, to refer to the Anderson County Board of County Commissioners with a recommendation for approval of the proposed budget as presented.

Motion to amend by Commissioner Shain Vowell, seconded by Commissioner Jerry White to reduce code 115-56500-432 –Books, by \$31,531.00.

Voting Yes: Commissioner Jerry White and Commissioner Shain Vowell.

Voting No: Commissioners Shelly Vandagriff, Tracy Wandell, Sabra Beauchamp, and Bob Smallridge

Motion to amend failed.

Voting Yes: Commissioners Shelly Vandagriff, Tracy Wandell, Sabra Beauchamp, Bob Smallridge, and Jerry White.

Voting No: Commissioner Shain Vowell.

Original motion passed.

7. Finance Director Robby Holbrook presented the proposed budget for **Fund 128 –Tourism.**

Motion by Commissioner Jerry White, seconded by Commissioner Bob Smallridge to approve the budget as presented plus the addition of \$20,000.00 for rent.

Commissioner Bob Smallridge withdrew second. Motion Failed.

8. EMS Director Nathan Sweet presented three budget proposal options for **Fund 118 –EMS.**

Motion by Commissioner Jerry White, seconded by Commissioner Sabra Beauchamp, and passed to eliminate \$100,000.00 for Dispatch Services and \$60,000.00 for Fleet Services from the EMS budget.

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Jerry White, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval of the “no increase” EMS budget option.

9. Sheriff’s Budgets

Commissioner Shain Vowell read a memo into the record, excluding himself from receiving a pay increase.

Finance Director Robby Holbrook and Sheriff Russell Barker presented the proposed budgets for **Fund 101-54110 –Sheriff’s Department, Fund 101-54210 –Jail, Fund 101-54230 –Correctional Incentive Program, and Fund 101-54490 –Dispatch.**

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Shelly Vandagriff, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval of all Sheriff’s budgets as presented with the addition of \$250,000.00 in ARPA funds for expanded inmate medical services and the elimination of \$90,000.00 in inmate medical services currently included in the proposed budget.

Voting Yes: Commissioners Shelly Vandagriff, Tracy Wandell, Sabra Beauchamp, Shain Vowell, and Bob Smallridge.

Voting No: Commissioner Jerry White.

#### **SECTION D, New Business**

Finance Director Robby Holbrook presented an appropriation request on behalf of the Anderson County Schools.

Director of Schools, Dr. Parrott, presented information regarding the sale of Crossroads Christian Church, and the possibility of purchasing the property for use as the Claxton Elementary School.

No action taken.

**SECTION E, Old Business**

None.

Meeting Adjourned.

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

Robby Holbrook, Finance Director

**ANDERSON COUNTY  
BOARD OF COMMISSIONERS**

Date: 5-4-23

To: Sheriff Russell Barker

From: County Commissioner / Capt. Shain Vowell

Ref: Request for Exemption from Pay Raise

CC: Finance Director Robby Holbrook

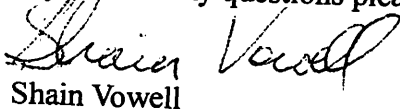
Sheriff;

I hope this memo finds you well. I want to begin by expressing my gratitude to you and the command staff for leading the Sheriff's Office in the manner in which you do. I am proud to be a small part of the department and the efforts we put forth every day. As you already know, I have served the people of this county for 25 years now as a Deputy Sheriff and don't regret a mile I have traveled for them. As you also know, I have been blessed to serve the people as an elected member of county commission for the last 6 years and feel blessed to serve in that capacity as well.

This afternoon, the Budget Committee will consider the Sheriff's Office upcoming year's budget request. I feel this request represents adequate funding for the continued high service that you demand from your department and I support the request. Current law allows me to vote in favor of the request even though it would benefit me financially as long as I publicly announce I am employed by the Sheriff's Office. Even though I feel most already know my employment status, and even though the public declaration would allow me to vote and receive the benefits, I have decided on a better course of action for myself and for the county as a whole.

I hereby request you to exclude me from the upcoming year's budget pay increases when filing pay role information to the Finance Department. I have CC'd Finance Director Robby Holbrook as well.

If you have any questions please feel free to contact me at any time.



Shain Vowell

Anderson County District 4 Commissioner  
(cell) 865-806-8608

# ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

## TYPE OF AMENDMENT

TRANSFER: ☐

APPROPRIATION: ☒

DEPARTMENT: Fiscal Services

FROM: Julie Minton

DATE: 5/9/2023

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-34675	Committed for Capital Outlay	\$ 1,436,000.00
141-34685	Committed for Capital Projects	\$ 1,764,000.00
Total		\$ 3,200,000.00

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-76100-715	Land	\$ 3,200,000.00
Total		\$ 3,200,000.00

Motion \_\_\_\_\_

☐ To Approve

☐ To Refer

☐ With

☐ W/O

Seconded

Motion \_\_\_\_\_

Detailed Justification / Explanation : To appropriate funds for property purchase of land for new Claxton Elementary school pending approval by Anderson County Board of Education and Anderson County Commission.

BA#30

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Anderson County Board of Commissioners  
**OPERATIONS COMMITTEE**  
**MINUTES**  
**May 8, 2023**  
**6:00 PM Room 312**

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

**Members Absent:**

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

Commissioner Allen said the prayer.

Commissioner Mayes led the Pledge of Allegiance.

Chairman Yager made a motion to approve the Agenda. Seconded by Commissioner Allen. Motion passed.

No citizens addressed commission.

**Mayor**

Commissioner Mayes made a motion to approve Resolution No. 23-05-1090 requesting the Anderson County Information Technology Department take certain actions and create policies related to national and state identified cybersecurity risks around use of "Tik Tok" on government equipment and systems. Seconded by Commissioner Yager. Motion passed unanimous to forward to full Commission for approval.

Commissioner McKamey made a motion to approve special permit with the Tennessee Department of Transportation for the use of State property to install and maintain landscaping related to the Veterans Bridge/Veterans Flag Pole Project. Seconded by Commissioner Yager. Motion passed unanimous to forward to full commission for approval.

Commissioner McKamey made a motion to authorize the reassignment of space for Information Technology (IT) to rooms 216 and 218, and reversion of rooms 26, 27, 25, and 24 to Planning and Development. Seconded by Commissioner Yager. Motion passed unanimous to forward to full commission for approval.

Commissioner Allen made a motion to approve the Railroad Agreement Project Pin Number 125450.04 for Miscellaneous Safety Improvements near Oliver Springs, TN. Seconded by Commissioner Mayes. Motion passed unanimous to forward to full commission for approval.

Commissioner McKamey made a motion to approve to confirm Anderson County intent to renew license agreement with TDOT for sidewalks along State Route 116 from log mile 15.43 to log mile 15.59. Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

Commissioner Mayes made a motion to approve Resolution No. 23-05-1091 authorizing the county mayor to seek relief on a property purchased at tax sale. Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

Commissioner Mayes made a motion to approve Length of Service Award documents as written. Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

**Law Director**

Commissioner Mayes made a motion to refer the Quitclaim Deed between Anderson County and Powell Clinch Utility District to purchasing while the Law Director researches. Seconded by Commissioner Palmer. Motion passed unanimous.

**EMS Discussion**

No Action Taken.

**New Business:**

None

**Old Business:**

None.

**Meeting Adjourned**

Anderson County, Tennessee  
Board of Commissioners

RESOLUTION NO. 23-05-1090

**A RESOLUTION REQUESTING THE ANDERSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO (1) PROHIBIT ANDERSON COUNTY EMPLOYEES FROM DOWNLOADING OR USING THE TIKTOK APPLICATION ON ANY COUNTY-ISSUED DEVICE; (2) PROHIBIT PERSONS OR ENTITIES CONTRACTING WITH THE COUNTY FROM DOWNLOADING OR USING THE TIKTOK APPLICATION ON ANY COUNTY- OWNED OR COUNTY-LEASED DEVICES; (3) DEVELOP A PROCEDURE FOR THE TIMELY REMOVAL OF TIKTOK FROM ALL COUNTY-OWNED AND COUNTY-LEASED DEVICES; AND (4) DEVELOP A POLICY AND PROCEDURE PROVIDING FOR PUBLIC SAFETY AND CYBERSECURITY EXEMPTIONS RELATED TO TIKTOK USAGE.**

**WHEREAS**, TikTok, a video-sharing social media application with more than one billion users worldwide, is owned by ByteDance Ltd., an internet technology company headquartered in China; and

**WHEREAS**, TikTok has been downloaded in the United States on more than 100 million devices; and

**WHEREAS**, TikTok automatically captures personal information of its users, such as location data and search histories; and

**WHEREAS**, Chinese-based employees of TikTok, according to the company's CEO, have access to United States users' data; and

**WHEREAS**, legislation enacted by the Chinese Communist Party, titled the 2017 National Intelligence Law, requires Chinese citizens and businesses to share data with the Chinese government in furtherance of its efforts to gather intelligence; and

**WHEREAS**, access by the Chinese Communist Party to Americans' personal information and data can pose security risks at the national, state, and local levels; and

**WHEREAS**, on June 9, 2021, United States President Joseph R. Biden, Jr. issued Executive Order 14034 initiating an investigation of the national security risks posed by foreign-owned apps such as TikTok, citing concerns over foreign adversaries accessing the personal information of persons who live in the United States; and

**WHEREAS**, on December 14, 2022, the United States Senate passed S. 1134, a bill filed by Senator Josh Hawley (R-Missouri) entitled the "No TikTok on Government Devices Act," which requires certain federal agencies to create guidelines for the removal of TikTok from all devices issued by the federal government and used by executive agencies; and

**WHEREAS**, on December 29, 2022, President Biden signed into law H.R. 2617, the "Consolidated Appropriations Act, 2023," an omnibus spending bill that includes the provisions of S. 1134 requiring removal of TikTok from all devices issued by the federal government and used by executive agencies; and

Item 1

**WHEREAS**, a growing list of governors, including those from Tennessee, Alabama, Georgia, Oklahoma, North Dakota, Texas, Nebraska, South Carolina, Iowa, Maryland, Montana, Virginia, New Hampshire, Idaho, and South Dakota, have issued executive orders banning TikTok on state-owned devices due to potential security concerns; and

**WHEREAS**, the Anderson County Board of Commissioners seeks to maintain the cybersecurity of Anderson County's government, as is necessary to serve the residents of the county.

**WHEREAS**, the Anderson County Employee Handbook addresses **"USE OF EQUIPMENT, and USE OF COMPUTER, INTERNET, PHONE AND MAIL"** systems which includes the following verbiage: "Anderson County Government will provide employees with the equipment and supplies needed to do their job. None of this equipment should be used for personal use..." and "Computers and related items and software are County property and are provided for the use of County employees for conducting County business..." "Employees do not have personal privacy rights or any reasonable expectation of privacy when it comes to information composed, created, received, downloaded, retrieved, stored, transmitted, viewed or sent using Anderson County Government's electronic communications devices. While the County respects the privacy and security needs for all individuals, authorized County representatives have the right to access and review electronic files, messages, mail, websites accessed, etc. for legitimate business reasons."

**WHEREAS**, the Anderson County Board of Commissioners fervently believes that the vast majority of Anderson County employees do not engage in improper use of county-issued devices and that this resolution should in no way be construed as punitive, rather it should be viewed as a security measure for the safety and protection of county employees, Anderson County Government, and the citizens of Anderson County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Anderson County, Tennessee, that we do hereby request that the county's Information Technology Department to: (1) prohibit Anderson County employees from downloading or using the TikTok application on any county-issued device; (2) prohibit persons or entities contracting with the county from downloading or using the TikTok application on any county-owned or county-leased devices; (3) develop a procedure for the timely removal of TikTok from all county-owned and county-leased devices, including any public access; and (4) develop a policy and procedure to provide for public safety and cybersecurity exemptions related to TikTok usage.

**BE IT FURTHER RESOLVED**, that this resolution shall become effective immediately upon its passage, the public welfare requiring it.

**APPROVED:**

\_\_\_\_\_  
Josh Anderson, Commission Chairman

\_\_\_\_\_  
Terry Frank, Anderson County Mayor

**ATTEST:**

\_\_\_\_\_  
Jeff Cole, Anderson County Clerk

4en 2

**THE TENNESSEE DEPARTMENT OF TRANSPORTATION  
PERMIT TO LOCAL GOVERNMENT FOR LANDSCAPING  
WITHIN HIGHWAY RIGHT-OF-WAY**



The State of Tennessee, Tennessee Department of Transportation ("TDOT") hereby grants this special permit for the use of State property to install and maintain landscaping under the following terms and conditions:

PERMITTEE: Anderson County Government

CONTACT: Anderson County Mayor Mrs. Terry Frank, (865) 457-6200

AUTHORIZED USE: Install and maintain landscaping in accordance with plans dated \_\_\_\_\_, 20\_\_\_\_, attached hereto as Attachment "A" and incorporated by reference.

LOCATION OF PREMISES:

PLANTING: Initial landscaping must be completed by \_\_\_\_\_, 20\_\_\_\_.

**TERMS AND CONDITIONS**

1. A. PERMITTEE shall assume all liability for claims arising out of conduct on the part of the PERMITTEE for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, for up to the limits for which it can be held liable for such conduct under the applicable act, arising from its use of the Premises.
- B. In addition, PERMITTEE shall require that any contractor of PERMITTEE that performs any work on the State's property, including any installation, maintenance, or operation of the authorized use, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions

in the prosecution of the work and shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.

C. All volunteers involved shall sign liability releases to be kept by PERMITTEE, with copies to be provided upon request to TDOT.

2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.

3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.

4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.

5. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter, except for dead and dying trees currently in median.

6. PERMITTEE shall not cut any flowering trees regardless of size.

7. All work on the premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction, TDOT Landscape Design Guidelines and TDOT Standard Drawings, in addition to applicable federal, state and local laws and regulations.

8. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manager of its construction as described in this permit, including attachments.

9. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE is responsible for coordinating traffic control for this work zone with the TDOT according to the requirements of the current *Control Manual on Uniform Traffic Devices*. If proper traffic control is not in place, TDOT may order PERMITTEE to stop work until proper traffic control is put in place.

10. While installation or maintenance of the landscaping is underway, TDOT may conduct inspections to insure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the project may be inspected and approved by TDOT.

11. PERMITTEE shall be liable for any damage to state property resulting from the subject work, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Drawings and any Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

12. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way.

13. Nothing in the Permit shall be construed to limit TDOT's right to enter the Premises at any time.

14. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. The parties further understand and agree that this Permit

is subject to suspension or revocation by the Department without liability whenever necessary for the conduct of maintenance or construction work to be performed by the Department. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.

15. The parties understand and agree that the Applicant shall be responsible for maintenance of the completed installed landscaping and shall be responsible for the continuation of the aesthetics of the completed landscaped area including, without limitation, the replacement of landscaping within and regular maintenance of said area; otherwise, on written notification by the Department, the landscaping will be removed and said area restored to its former condition in a timely manner, all at the expense of the PERMITTEE.

16. This permit is non-transferable.

17. This permit shall not be construed as a conveyance of any interest in real property.

18. All notices required to be given to TDOT under this Permit shall be sent to:

Casey Wood, Operations District Supervisor  
1045 Maintenance Lane, Knoxville TN 37914  
865-594-5976 (casey.wood@tn.gov)

IN WITNESS WHEREOF, the parties, through their authorized representative, have executed this agreement.

STATE OF TENNESSEE  
TENNESSEE DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
REGIONAL ENGINEERING DIRECTOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
REGIONAL ATTORNEY

\_\_\_\_\_  
DATE

PERMITTEE:  
Anderson County Government

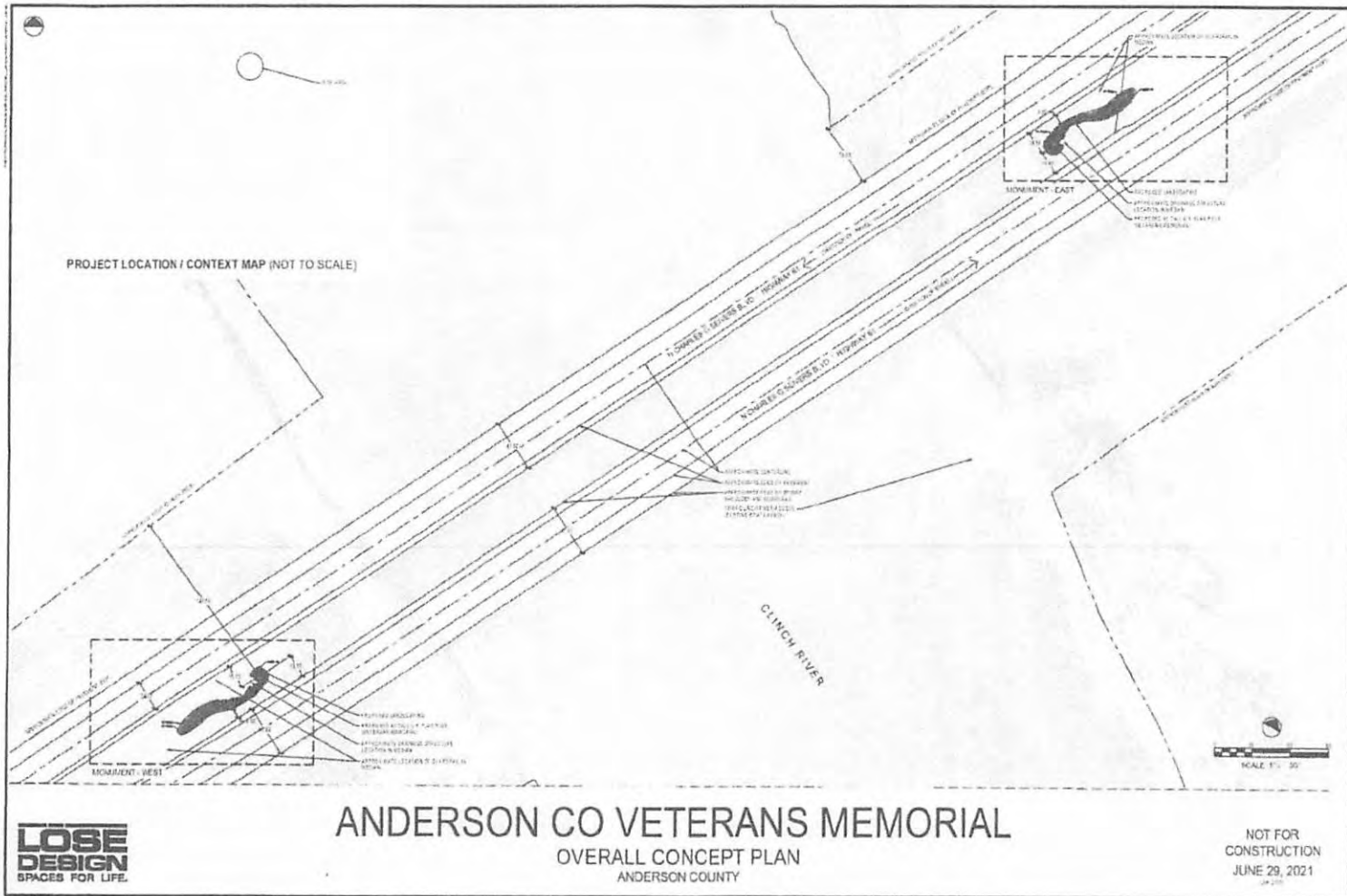
By: \_\_\_\_\_

\_\_\_\_\_  
DATE

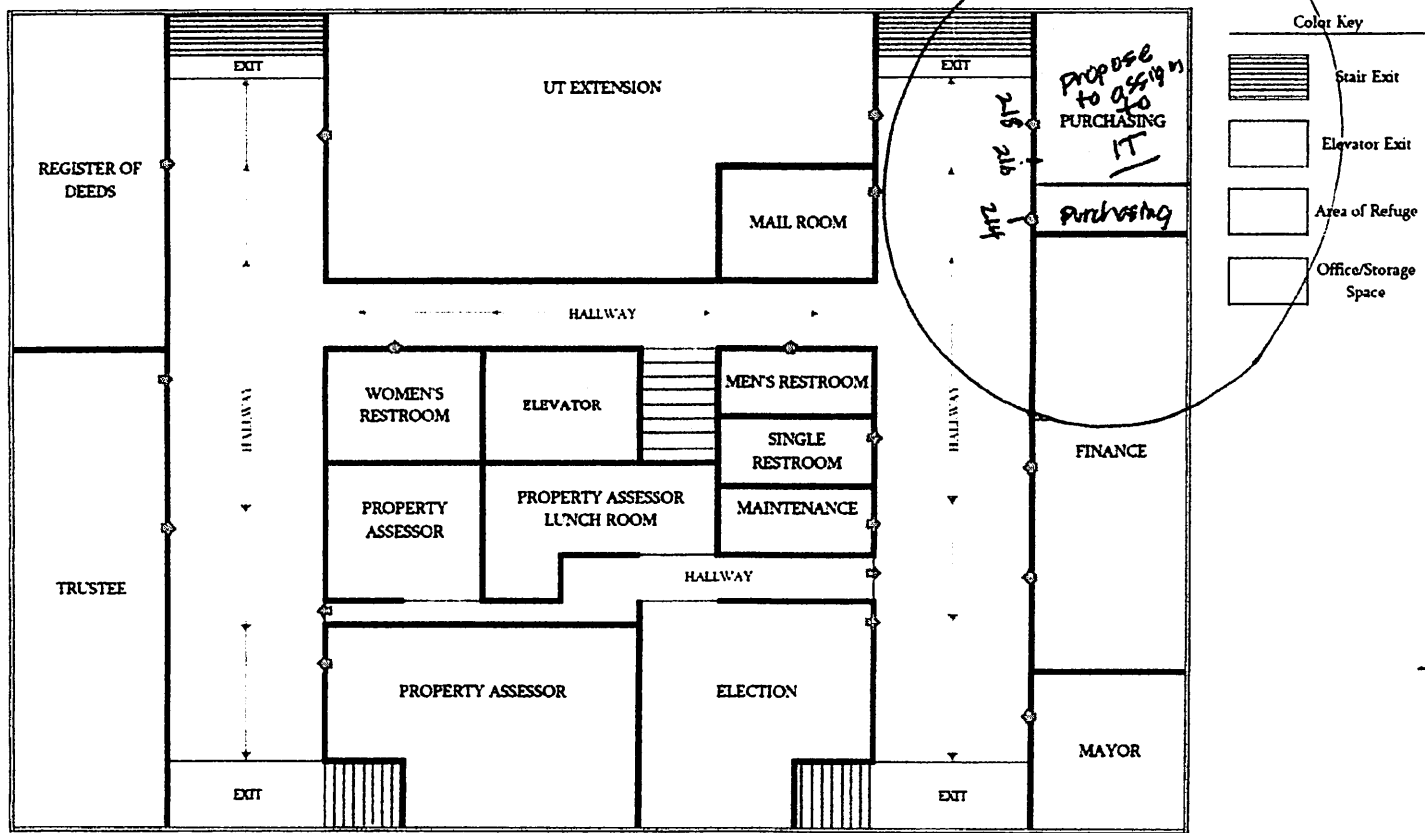
TITLE: County Mayor

APPROVED AS TO LEGAL FORM

  
N. Jay Yeager  
Anderson County Law Director



Anderson County Courthouse  
2nd Floor Evacuation Plan



Item 3



Item 5

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY DIVISION  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196**

**BUTCH ELEY  
COMMISSIONER**

**BILL LEE  
GOVERNOR**

May 1, 2023

Anderson County  
101 South Main Street, Suite 310  
Clinton, TN 37716

Re: Expired License  
County: Anderson  
Licensee: Anderson County  
ADA sidewalks along SR-116

Dear Mr. Yeager:

Our records indicate that your license with the Department of Transportation for the County of Anderson expired on July 31, 2022. If you so desire, you will be considered a holdover licensee until your license can be renewed.

You will be required to keep your insurance in effect during this holdover tenancy. The certificate of insurance should be sent to the following address:

**Kyle Heggie | Right of Way Agent**  
Right-of-Way Division/Excess Land Office  
James K. Polk Building, Suite 600  
505 Deaderick Street  
Nashville, TN 37243  
O: (615) 253-1135  
E: [Kyle.Heggie@tn.gov](mailto:Kyle.Heggie@tn.gov)

If you choose to be considered a holdover licensee, please sign in the space below and return this letter to me as soon as possible.

Sincerely,

Kyle Heggie  
Excess Land Office

Signature: \_\_\_\_\_

5/2/2023  
Date

cc: Mr. Brian Dickerson

1-13m 2

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 2  
4005 Cromwell Road  
Chattanooga, TN 37421  
(Local government)

#### LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the 30<sup>th</sup> day of July, 2012 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and ANDERSON COUNTY, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for the construction and maintenance of ADA (Americans with Disabilities Act) compliant sidewalks along State Route 116 from log mile 15.43 to log mile 15.59 in Anderson County, Tennessee, being more specifically described in Exhibit A attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. LICENSE - Licensee is hereby granted permission to use the Licensed Premises for the construction and maintenance of ADA (Americans with Disabilities Act) compliant sidewalks along State Route 116 from log mile 15.43 to log mile 15.59 in Anderson County, Tennessee (hereinafter referred to as the "Improvements").
2. USE OF LICENSED PREMISES - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. FEE - Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. TERM - The License is a 10 year, renewable, license which shall begin on August 1, 2012 and shall end on July 31, 2022.
5. ACCESS - The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. MAINTENANCE - The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. TRAFFIC CONTROL - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the

5

Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

8. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
9. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
10. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
11. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
12. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
13. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
14. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
15. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

Anderson County, Tennessee  
100 N. Main Street  
Room 208  
Clinton, Tennessee 37716-3616

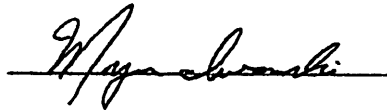
TO THE STATE:

State of Tennessee  
Department of Transportation  
Suite 700, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed the day and year first above written.

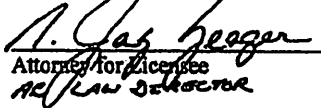
LICENSEE:

ANDERSON COUNTY, TENNESSEE



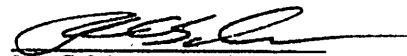
DATE: 7/12/12

APPROVED AS TO FORM  
AND LEGALITY:

  
Attorney for Licensee  
AC LAW DEPTOR

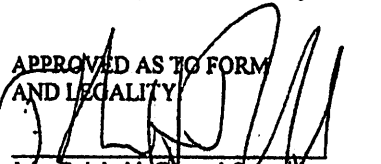
DATE: 07/16/12

STATE OF TENNESSEE

  
John C. Schroer, Commissioner  
Tennessee Department of Transportation

DATE: JUL 30 2012

APPROVED AS TO FORM  
AND LEGALITY:

  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: 7/25/12

External: RE: Anderson Co. Req#6526 - License

Kyle Heggie <Kyle.Heggie@tn.gov>

To: Jay Yeager <jyeager@aclawdirector.com>

Cc: Terry Frank <tfrank@andersoncountyttn.gov>

 Attachment (1 file)

Holdover notice - License.pdf; License.pdf;

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Jay,

I apologize for the delay, this renewal fell through the cracks. I have attached a holdover letter that we will put on file to ensure the County has continued use of the licensed area throughout the renewal process. Please sign and return this letter to me as soon as possible.

I will request that the renewal process is continued today. Let me know if you have any questions.

Thanks!



Kyle Heggie | Right of Way Agent  
Right-of-Way Division/Excess Land Office  
James K. Polk Building, Suite 600  
505 Deaderick Street  
Nashville, TN 37243  
O: (615) 253-1135  
E: [Kyle.Heggie@tn.gov](mailto:Kyle.Heggie@tn.gov)

**From:** Jay Yeager <jyeager@aclawdirector.com>

**Sent:** Monday, May 16, 2022 7:27 AM

**To:** Kyle Heggie <Kyle.Heggie@tn.gov>

**Cc:** Terry Frank <tfrank@andersoncountyttn.gov>

**Subject:** [EXTERNAL] Re: Anderson Co. Req#6526 - License

Thanks Kyle. We really appreciate all your help with this project.  
Jay Yeager

---

**From:** Kyle Heggie <Kyle.Heggie@tn.gov>

**Sent:** Monday, May 16, 2022 8:16:05 AM

**To:** Jay Yeager <jyeager@aclawdirector.com>

**Cc:** Terry Frank <tfrank@andersoncountyttn.gov>

Item 6

Anderson County, Tennessee  
Board of Commissioners

RESOLUTION NO. 23-05-1091

**A RESOLUTION GIVING THE ANDERSON COUNTY MAYOR AND DELINQUENT TAX  
ATTORNEY THE AUTHORITY TO FILE FOR RELIEF WITH THE COURT SYSTEM ON A  
PROPERTY PURCHASED AT TAX SALE**

**WHEREAS**, Tennessee Code Annotated § 67-5-2501 and TCA 67-5-2507 lay out the requirements for counties that purchase properties at tax sales; and

**WHEREAS**, TCA § 67-5-2507 states, “If the county mayor determines that such financial obligations or environmental risks exceed the value of the parcel, the county legislative body may adopt a resolution, by a two-thirds (2/3) vote, concurring in the county mayor’s determination and directing the county mayor to request relief from the court in which the parcel was sold. Such relief shall be sought by motion pursuant to Rule 60 of the Tennessee Rules of Civil Procedure filed within one hundred-twenty (120) days after the entry of the order confirming the sale”; and

**WHEREAS**, a number of delinquent tax properties included in the 2018 Tax Sale, conducted February 21, 2023, received no bids, leaving the county as the potential buyer. The county mayor has reviewed those 27 “no bid” properties and has concluded that the environmental risks and financial obligations associated with 118 Duke Street - Tax Parcel ID 096J-B-096J-001.00 (*see Exhibit A*) could exceed the value of that property.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Anderson County, Tennessee, that we do hereby authorize the county mayor to seek relief with the court as it relates to 118 Duke Street Tax Parcel ID 096J-B-096J-001.00, according to the processes and procedures allowable by the referenced law.

**BE IT FURTHER RESOLVED**, that this resolution shall become effective immediately upon its passage, the public welfare requiring it.

**APPROVED:**

\_\_\_\_\_  
Josh Anderson, Commission Chairman

\_\_\_\_\_  
Terry Frank, Anderson County Mayor

**ATTEST:**

\_\_\_\_\_  
Jeff Cole, Anderson County Clerk

**Requires 2/3 vote of Commission:**

**AYEs** \_\_\_\_\_

**NOs** \_\_\_\_\_

**ABSTAIN** \_\_\_\_\_

Tennessee Property Assessment Data - Parcel Details Report - <https://taxassessment.cot.tn.gov/>

Anderson ( )	Jan 1 Owner	Current Owner	DUKE ST 118		
Tax Year 2023   Reappraisal 2020	TJM PROPERTY LLC	PO BOX 172	Civil Map:	Group:	Parcel:
	PO BOX 172	POWELL TN 37849	096J	B	001.00
	POWELL TN 37849				PI: 000

Value Information

Land Market Value: \$8,000  
 Improvement Value: \$12,300  
 Total Market Appraisal: \$20,300  
 Assessment Percentage: 25%  
 Assessment: \$5,075

Subdivision Data

Subdivision:

PINE MEADOWS

Plat Book:	Plat Page:	Block:	Lot:
8	47		0142

Additional Information

01 096J B 096J 00100 000

General Information

Class: 00 - Residential

City #:

Special Service District 1: 000

District: 01

Number of Buildings: 0

Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC

Utilities - Gas/Gas Type: 00 - NONE

Outbuildings & Yard Items

Long Outbuilding & Yard Items list on subsequent pages

Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0	Calculated Acres: 0	Total Land Units: 1
Land Code	Soil Class	Units
01 - RES		1.00

AC 50?

Exhibit 1

# Outbuildings & Yard Items

Building #	Type	Description	Units
1	WDK - WOOD DECK	4X8	32
1	MH3 - MOBILE HOME CLASS 3	16X56	856
1	WDK - WOOD DECK		1

# Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
3/1/2022	\$0	1786	97		QC - QUITCLAIM DEED	-
9/9/2013	\$0	1589	1982		QC - QUITCLAIM DEED	-
5/22/2008	\$10,200	1424	691	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
8/15/2005	\$7,000	1402	1959	I - IMPROVED	WD - WARRANTY DEED	G - FORCED SALE
8/15/2005	\$6,445	1402	1956	I - IMPROVED	WD - WARRANTY DEED	G - FORCED SALE
1/27/2005	\$8,000	1383	2200	I - IMPROVED	WD - WARRANTY DEED	G - FORCED SALE
7/8/2000	\$49,000	1165	120	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
11/1/1989	\$2,000	R-17	158	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
6/4/1975	\$0	Z-12	424		-	-

Exhibit 1

**THIS INSTRUMENT PREPARED BY:**  
Heather A. Quinn-Bader, Attorney-at-Law  
408 Windham Hill Road, Farragut, Tennessee 37934  
(865)386-6580; BPR #014659

**Tax ID: 096JB-001**

**QUITCLAIM DEED**

THIS INDENTURE is made the date of the acknowledgment below, by and between **Marissa Rutherford, Ashton Connatser and Robert Connatser, Heirs at Law of Stephanie Connatser**, hereinafter referred to as "Grantor," and **TJM Property, LLC**, a Wyoming limited liability company, hereinafter referred to as "Grantee."

**WITNESSETH:**

That Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, unto the Grantee that certain real property and premises described as follows:

Situated in District One (1) of Anderson County, Tennessee, and being known and designated as all of Lot 142, of Pine Meadows Mobile Home Subdivision, as shown on the plat of record in Map Book 8, Page 47, (Map Cabinet 2, Slide 63B), in the Register's Office for Anderson County, Tennessee, to which plat specific reference is hereby made for a more particular description.

With the hereditaments and appurtenances thereto appertaining to Grantee, and Grantee's successors, heirs, executors, administrators, and assigns forever.

Being the same property conveyed to Stephanie Connatser by Deed from Janet Dale Donaldson, dated September 16, 2013, and of record in Book 1589, Page 1982, in the Register's Office for Anderson County, Tennessee. Stephanie Connatser died on December 22, 2020, unmarried, and intestate, at the age of 47, and she had only three children born to her or adopted by her, namely: Marissa Rutherford, Ashton Connatser and Robert Connatser.

**THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.**

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

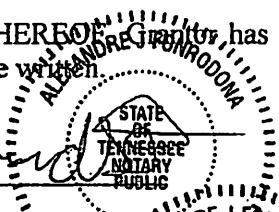
BK/PG: 1786/97-99  
**22002465**

3 PGS:AL-QUIT CLAIM	
VETTA BATCH: 198747	
03/01/2022 - 11:50 AM	
VALUE	5508.75
MORTGAGE TAX	0.00
TRANSFER TAX	20.38
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	38.38

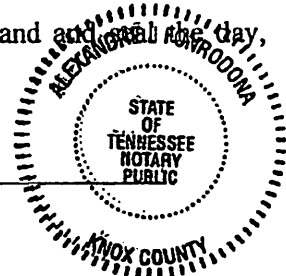
STATE OF TENNESSEE, ANDERSON COUNTY  
**TIM SHELTON**  
REGISTER OF DEEDS

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day, month and year first above written.

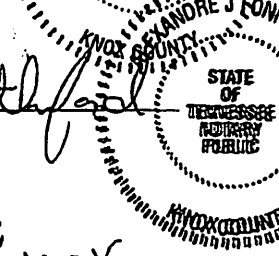
Ashton Connatser  
Ashton Connatser



Robert Connatser  
Robert Connatser



Marissa Ruthford  
Marissa Ruthford



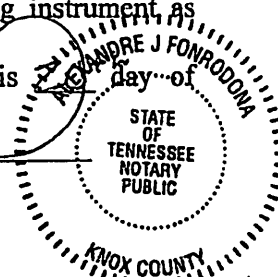
My commission expires 8-29-23  
[Signature]

STATE OF TENNESSEE  
COUNTY OF Knox

Before me, the undersigned, a notary public of the aforesaid state and county, personally appeared **Ashton Connatser**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the persons who executed the foregoing instrument as his/her free act and deed.

WITNESS my hand and seal at office in Knoxville, this 18 day of December, 2021.

My commission expires: 8-29-23  
[Signature]  
Notary Public

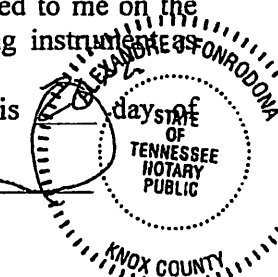


STATE OF TENNESSEE  
COUNTY OF Knox

Before me, the undersigned, a notary public of the aforesaid state and county, personally appeared **Robert Connatser**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the persons who executed the foregoing instrument as his/her free act and deed.

WITNESS my hand and seal at office in Knoxville, this 18 day of December, 2021.

My commission expires: 8-29-23  
[Signature]  
Notary Public

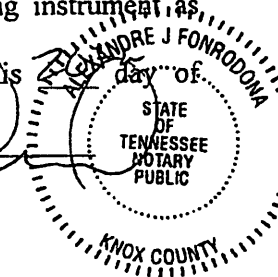


STATE OF TENNESSEE  
COUNTY OF Knox

Before me, the undersigned, a notary public of the aforesaid state and county, personally appeared **Marissa Ruthford**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the persons who executed the foregoing instrument as his/her free act and deed.

WITNESS my hand and seal at office in Knoxville, this 18 day of December, 2021.

My commission expires: 8-29-23  
[Signature]  
Notary Public



**AFFIDAVIT OF CONSIDERATION**

I hereby swear or affirm that the actual consideration or true value of the property transferred hereby, whichever is greater, is \$ 508.75.

Subscribed and sworn to before me this 29 day of August 2021.

My Commission Expires: 8-29-23

TJM Property 37 President  
Affiant  
[Signature]  
Notary Public  
ALEXANDRE J FONRODONA  
STATE OF TENNESSEE  
NOTARY PUBLIC  
KNOX COUNTY

Property Owner/Taxpayer Address:  
Name: TJM Property, LLC  
Mailing Address: P.O. Box 172, Powell, TN 37849

Street Address of the Property: 118 Duke Street, Clinton, TN 37716

Show search results for duke st...

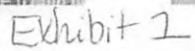


Exhibit 1

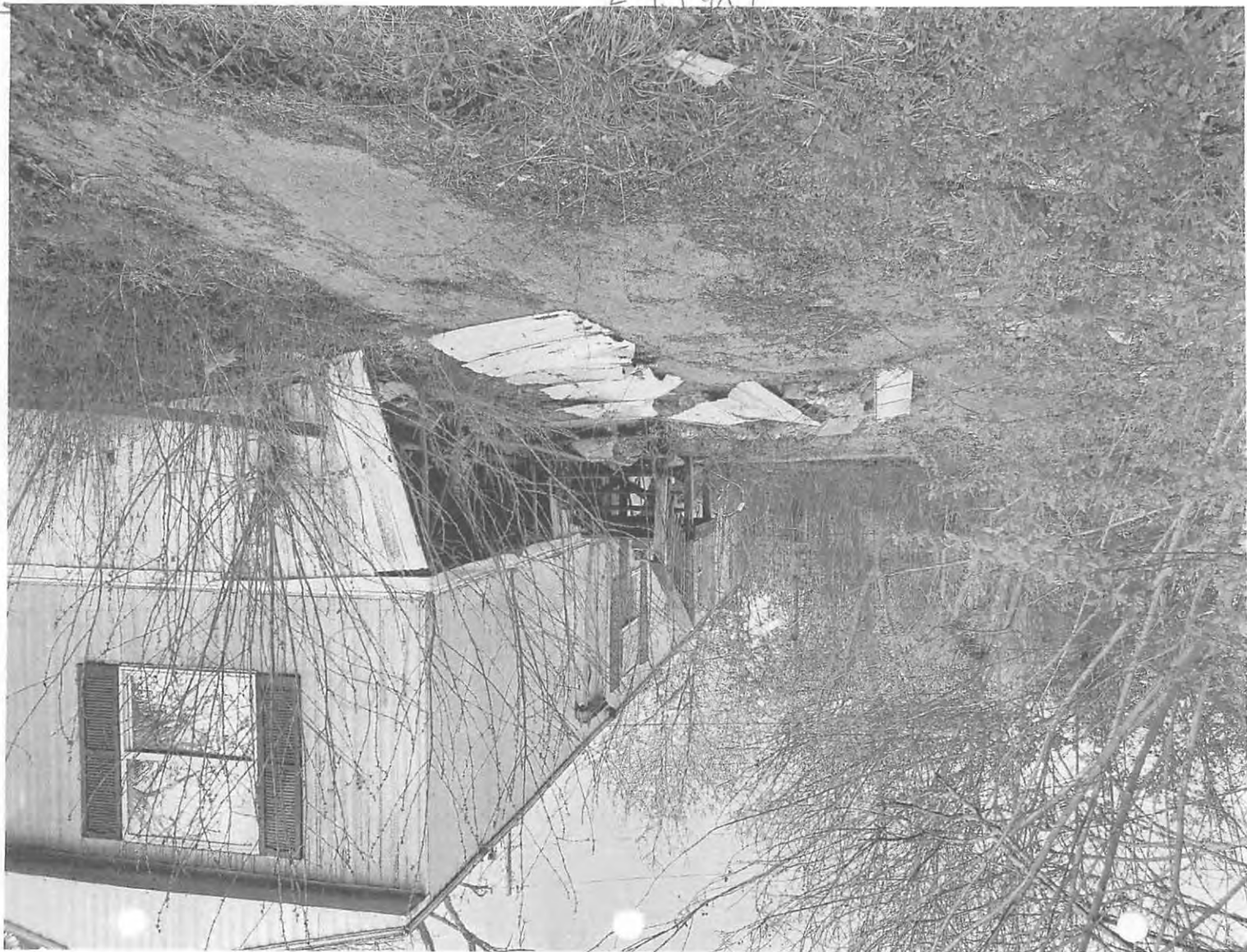
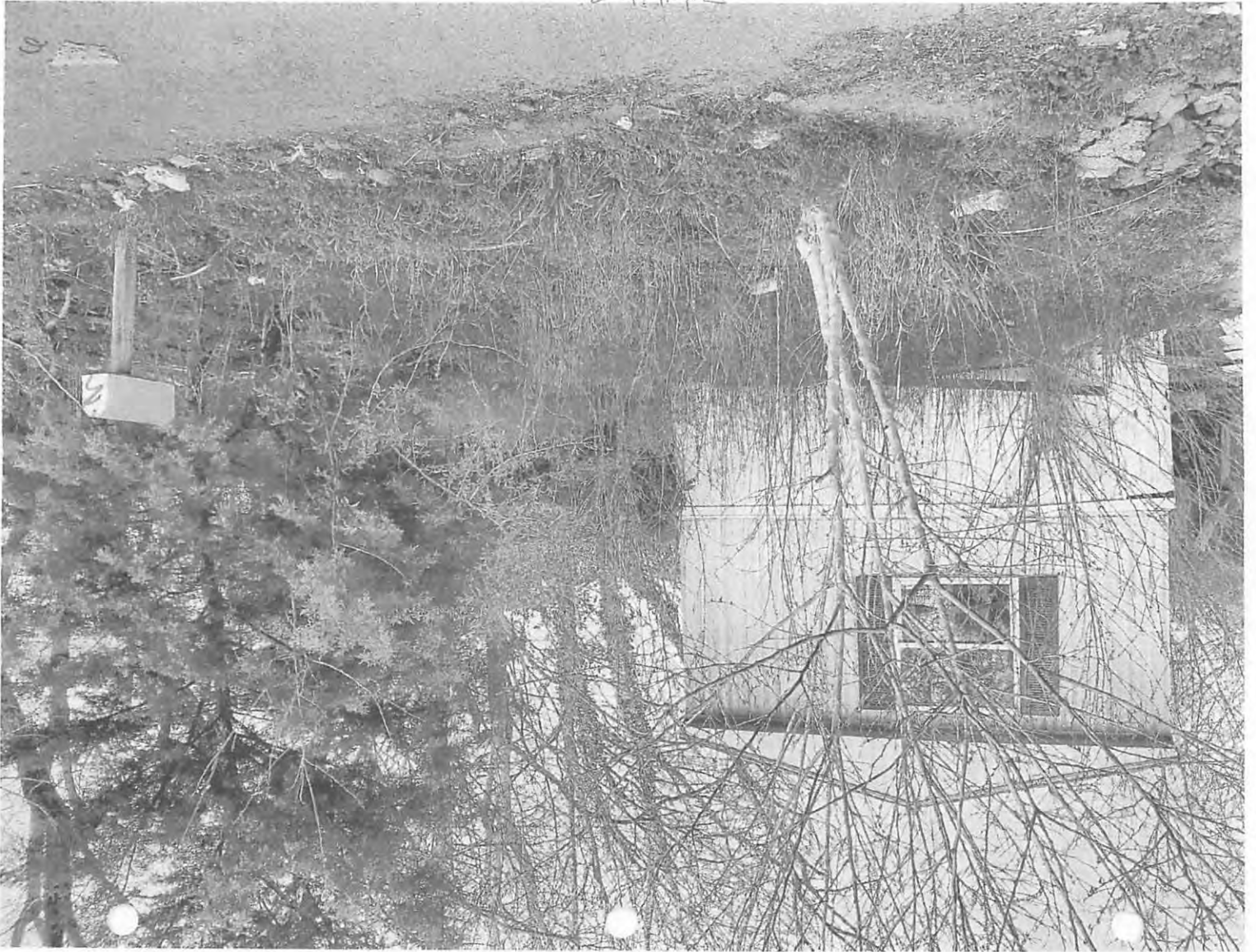




Exhibit 1

Exhibit 1



Agreement No: 1330

State Proj : 01946-3445-94



Federal Proj : HSIP-100(79)

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## RAILROAD AGREEMENT

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THIS AGREEMENT is made and entered into by, and between the **State of Tennessee** acting through its Department of Transportation (hereinafter referred to as "TDOT"), **Norfolk Southern Railway Company** (hereinafter referred to as the "Railroad"), and **Anderson County** (hereinafter referred to as "The County").

### WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: **125450.04** described as **Miscellaneous Safety Improvements** at Mile Post **33.59-D (DOT#: 731035U)**, near **Oliver Springs, TN** in **Anderson County, Tennessee** (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the **COUNTY** and the Railroad in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the **COUNTY** in the construction and maintenance of the Highway Project; and

WHEREAS, the **COUNTY** agrees to cooperate with TDOT and the Railroad in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on **4/22/21**, the Railroad has reviewed TDOT's Highway Project plans (hereinafter referred to as the "Highway Plans") and prepared Railroad plans, specifications, and estimate of costs of equipment, material, labor and other services as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform inspection services and other work to ensure the Highway Project does not adversely affect its Railroad facilities and operations and to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **7/23/21**, which estimate is in the amount of **\$25,000.00**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated **6/17/22**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **4/22/21**.
3. TDOT agrees to undertake the Highway Project in accordance with:
  - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
  - (b)
    - i. Preliminary engineering, construction engineering, administration and other services deemed necessary will be provided by the Railroad for the Railroad Services. The Railroad will perform Railroad Services to enable TDOT to complete the Highway Project and to not unreasonably delay TDOT's construction schedule. The Railroad agrees as part of the Railroad Services to furnish construction inspectors and/or engineering services that may be deemed necessary to ensure the Highway Project does not adversely affect its railroad facilities and operations during the time TDOT, or its contractor, is actively working on or adjacent to the Railroad property and/or has the possibility to foul the Railroad property.
    - ii. TDOT agrees as part of the Highway Project that it will require its contractor to furnish and maintain qualified protective services equipped to operate around railroad operations to protect TDOT, or its contractor, when construction activities are taking place on or adjacent to the Railroad property and/or has the potential to foul the Railroad's track or operations. All expenses for the qualified protective services shall be covered by TDOT. Prior to use, Railroad has the right to ensure the

qualified protective services used is properly equipped to provide services around rail operations to ensure safety; and

(c) The Railroad or its contractor shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies; and

(d) TDOT's plans for the Highway Project have been approved by the Railroad dated 9/14/22 (the "Highway Plans"). The Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).

(e) Should TDOT revise the Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of the Railroad by email, by mail, or by reputable overnight courier service. The Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after the Railroad's receipt of the revised Highway Plans if the Railroad has any objections to these plans or if the Railroad approves the revised Highway Plans. In an effort to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as practicable and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.

(f) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to, such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.

(g) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.

4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.

(b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed

Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.

6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one or more of the following methods (mark the appropriate space(s) and describe as required):

☒ By force account with Railroad's own forces and equipment

☐ By contract awarded to the lowest qualified bidder based on appropriate solicitation

☒ By use of an existing continuing contract (provided that the costs are reasonable)

☐ Otherwise as authorized in 23 CFR, Subpart 646B, as described below:

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- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
  - (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.
7. TDOT or its contractor shall schedule a start-of-work meeting with Railroad in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.
  8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
    - (a) Contractor's public liability and property damage insurance, and
    - (b) Railroad's protective public liability and property damage liability insurance, and
    - (c) Workmen's compensation and employer's liability insurance.
  9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
  10. (a) For the portion(s) of the Highway Project involving Crossing(s) **DOT# 731035U**, the provisions of this subsection shall apply. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that TDOT shall be allowed to construct the Highway Project in accordance with the Highway Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that the **COUNTY** shall be allowed to maintain the completed Highway Project, subject to the following conditions:
    - i. As shown on the Highway Plans, access to the area designated as "construction access" is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the area designated as "crossing agreement" is the area needed

to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements of the Railroad as the parties shall reasonably agree.

- ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Highway Project including without limitation advertising signboards and communication facilities.
  - iii. The Railroad agrees to notify the **COUNTY** before undertaking any maintenance work within the “crossing agreement” area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the **COUNTY** for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15') of the edge of pavement. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the **COUNTY**.
  - iv. The **COUNTY** agrees to notify the Railroad before undertaking any inspection or maintenance work within the “crossing agreement” area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or adversely affect railroad operations, maintenance or safety. The **COUNTY** shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The **COUNTY** shall be responsible for reasonable costs, including but not limited to, engineering review and specified safety requirements, incurred by the Railroad as a result of the **COUNTY's** work.
11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):
- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.

The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as **Exhibit C**.

- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.
- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year

following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.

- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Railroad. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment

of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.

20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. TDOT and the Railroad each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. TDOT and the Railroad agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate

facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: Jay Lanius, State Railroad Coordinator  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:

Mr. John H. Reinbold, Office of General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Facsimile Number: (615) 532-5988

To the Railroad:

Shawn Starling, Public Projects  
Norfolk Southern Railway Company  
650 West Peachtree Street, NW – Box 45.  
Atlanta, Georgia 30308

With a copy if requested by Railroad to:

Monique Harris  
AECOM  
1635 Market Street, Suite 1000  
Philadelphia, PA 19103

To the County:

Terry Frank  
Anderson County Mayor  
100 N Main Street, Room 208 | Clinton, TN 37716-3617  
865-457-6200 or 865-457-6201 | tfrank@andersoncountyttn.gov

28. With respect to property owned or operated by the Railroad in which TDOT may be required to acquire one or more property interests in conjunction with the Highway Project, the Railroad hereby grants to TDOT the right to enter upon such Railroad property in advance of such acquisition as described below:
- (a) TDOT shall acquire or settle all property, property rights and all damages to property affected by the Highway Project. The cost of said property, property rights and damages to property, if any, shall be included as a part of the Highway Project expense and shall in no event be the responsibility of the Railroad. TDOT shall furnish the plans and description for any such conveyance.
  - (b) The Railroad, insofar as it has the legal right so to do, hereby permits TDOT to enter upon lands owned or operated by the Railroad to construct and operate the Highway Project across its property in accordance with the Highway Plans.
  - (c) TDOT and the Railroad shall enter into good faith negotiations for a price to be consistent with the property interests in property of the Railroad determined by TDOT to be needed for the Highway Project. However, the price to be paid by TDOT to the Railroad for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by TDOT, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement; it being agreed, however, that if no agreement as to price is reached within the aforesaid nine (9) month period, TDOT will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Section 28 shall survive the institution of such eminent domain proceeding.
  - (d) TDOT shall furnish the plans, descriptions, and any other documents required by the Railroad for any Conveyance of property to TDOT. It is understood that the nothing in this Agreement shall convey or obligate the Railroad to convey any interest in its land.
  - (e) In case any legal action involving the Highway Project is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.
29. Nothing in this Agreement shall be deemed to grant to any third party, including any contractor of TDOT, any right to enter or work upon any property of the Railroad. TDOT shall cause each of its contractors to execute and deliver the Railroad's then-current right-of-entry agreement before entering onto any property of the Railroad.
30. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

RAILROAD:

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION:

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

BY: \_\_\_\_\_  
Howard H. Eley, Commissioner

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

BY: \_\_\_\_\_  
John H. Reinbold, General Counsel

TITLE: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement.

County:

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

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

TITLE: \_\_\_\_\_

# EXHIBIT A

## FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Tennessee Department of Transportation
Project Description:	Proposed roadway safety improvements along Donovan/Smith Rd adjacent to XAG and Offut Rd UP
Location:	Oliver Springs, Anderson County, TN
Project No.:	PIN 125450.04
Milepost:	33.59-D & 26.93-C
File:	CX1114249 & BR0010433
Date:	July 23, 2021

ITEM A - Preliminary Engineering	5,566
ITEM B - Construction Engineering	12,143
ITEM C - Accounting	1,524
ITEM D - Railroad Protective Services	5,766
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 25,000</b>

### ITEM A - Preliminary Engineering

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	22 Hours @ \$60 / hour=	1,320
Labor Additives:		1,037
Travel Expenses:		209
Services by Contract Engineer:		3,000

NET TOTAL - ITEM A	\$ 5,566
NET COMBINED TOTAL	

**APPROVED**

*By Ethan Messimore, P.E. at 10:52 am, Jun 17, 2022*

**ITEM B - Construction Engineering**

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	27 Hours @ \$60 / hour=	1,620
Labor Additives:		1,273
Travel Expenses:		1,000
Services by Contract Engineer:		8,250

NET TOTAL - ITEM B	\$	12,143
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NET COMBINED TOTAL

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		124

NET TOTAL - ITEM C	\$	1,524
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NET COMBINED TOTAL

**ITEM D - Railroad Protective Services**

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Protective Services	
	5 days @ 330.00 per day=	1,650
	(based on working 12 hours/day)	

Labor Additive:		3,066
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Travel Expenses, Meals & Lodging:		
	1 days @ \$100/day=	100

Rental Vehicle	1 months @ \$950/month=	950
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NET TOTAL - ITEM D	\$	5,766
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NET COMBINED TOTAL

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0

NET TOTAL - ITEM E	\$	-
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NET COMBINED TOTAL

**ITEM F - Signal & Electrical Changes**

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
<b>NET TOTAL - ITEM F</b>	<b>\$ -</b>
<b>NET COMBINED TOTAL</b>	

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
<b>NET TOTAL - ITEM G</b>	<b>\$ -</b>
<b>NET COMBINED TOTAL</b>	

**ITEM H - T-CUBED**

Lump Sum	<b>\$ -</b>
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**NOTES**

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at **16.00%**. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at **16.00%**. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (07/23/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

# EXHIBIT B

STATE

OF

TENNESSEE

## SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

**Project Information:** PIN#: 125450.04; Safety – Miscellaneous Safety Improvements; Various Local Roads in Anderson County (Local Roads Safety Initiative); At-Grade; Norfolk Southern Railway Company; Crossing (DOT#: 731035U); Fed. Proj. No.(s): HSIP-100(79); RR Proj. #: CX1114249

<b>Tennessee Project Number(s):</b>	Prelim. Eng. NEPA	01946-0445-94
	Prelim. Eng. DESIGN	01946-1445-94
	Construction	01946-3445-94

**County:** Anderson

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### 1. CONTRACTOR PROTECTIVE SERVICES

The Contractor shall furnish and maintain appropriate qualified protective services required by the Railroad equipped to operate around Railroad operations when construction activities are taking place on or adjacent to the Railroad right-of-way and/or have the potential to foul the Railroad's track or operations (also referred to herein as "Contractor Protective Services"), as further detailed herein. The Department has allotted 3 Days for all Contractor Protective Services. No payment will be made to the Contractor for costs of Contractor Protective Services that are required in excess of the allotted days except as approved in writing in advance by the Department. Payment shall be based on actual invoices plus five percent (5%), but not to exceed \$ 1260 per day for Contractor Protective Services. Payment for Contractor Protective Services will be made under the following items:

105-07.04	Contractor Protective Services	DOLLAR
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Payment under 105-07.04 Contractor Protective Services (DOLLAR) is inclusive of all costs associated with such Contractor Protective Services, including but not limited to day rates, per diem, mileage, overtime, overhead, and additives.

## 2. PROJECT INFORMATION

- a. Date: 4/27/2023
- b. NS File No.: CX1114249
- c. NS Milepost: 33.59-D
- d. Sponsor's Project No.: PIN 125450.04
- e. Trains/Day: 2
- f. Maximum Train Speed: 40 MPH
- g. Email Subject Line: PIN 125450.04 - CX1114249 & BR0010433 Oliver Springs TN  
Donovan/Smith Rd & Offut Rd MP 33.59-D & 26.93-C - DOT 731035U  
& 730868P - Task 917



## E. Norfolk Southern – Special Provisions for Protection of Railway Interests

### 1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

### 2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
  4. Obtained Contractor Protective Services as required by Section 8 herein.
  5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
  6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
  7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
  2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
  3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.
2. Submittal Requirements
  - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
  - b. The contractor should anticipate a minimum of 45 days for NS and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - (1) General Means and Methods
  - (2) Ballast Protection
  - (3) Construction Excavation & Shoring
  - (4) Pipe, Culvert, & Tunnel Installations
  - (5) Demolition Procedure
  - (6) Erection & Hoisting Procedure
  - (7) Debris Shielding or Containment
  - (8) Blasting
  - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - (1) Girder Shop Drawings including welding/fabrication procedures
  - (2) Bearing Shop Drawings and Material Certifications
  - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
  - (4) Concrete Mix Design
  - (5) Structural Steel, Rebar, and/or Strand Certifications
  - (6) 28-day Cylinder Test for Concrete Strength
  - (7) Waterproofing Material Certification
  - (8) Dampproofing materials
  - (9) Test Reports for all steel
  - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

**B. Ballast Protection**

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

**C. Excavation:**

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

**D. Excavation for Structures and Shoring Protection:**

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

**E. Pipe, Culvert, & Tunnel Installations**

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
  - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
  - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
  - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

**F. Demolition Procedures**

1. General
  - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
  - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

**15. INSURANCE:**

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to [NSRISK3@nscorp.com](mailto:NSRISK3@nscorp.com).

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
  13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
Attn: Risk Manager

**(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:
  - (1) Physical Damage to Property Amendment
  - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
  - (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation
  - (3) Required State Cancellation Endorsement
  - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) An Endorsement that limits or excludes Professional Liability coverage
  - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Corporation and its subsidiaries  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
  - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
  - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

18. PROJECT INFORMATION

- A. Date: \_\_\_\_\_
- B. NS File No.: \_\_\_\_\_
- C. NS Milepost: \_\_\_\_\_
- D. Sponsor's Project No. \_\_\_\_\_

## EXHIBIT C

### **DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT C

### **DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION** **CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,** **SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**STATE OF TENNESSEE  
LENGTH OF SERVICE AWARD PROGRAM**

**RESOLUTION AND  
PARTICIPATION AGREEMENT**

Anderson County

---

**[Eligible Employer]**

**Administered by:  
Treasurer, State of Tennessee  
Deferred Compensation Program  
502 Deaderick Street  
Andrew Jackson State Office Building  
Nashville, Tennessee 37243  
Telephone: 615-532-1183**

## **RESOLUTION**

**WHEREAS**, the Anderson County Government (hereinafter referred to as the "Eligible Employer") has determined that in the interest of attracting and retaining bona fide volunteers to perform firefighting and prevention services; emergency medical services; and/or ambulance services, it wishes to participate in the Length of Service Award Program, administered by the State of Tennessee, Department of Treasury, established pursuant to Section 457 of the Internal Revenue Code (as amended and along with associated federal rules and regulations, the "Code") and Tennessee Code Annotated, Section 8-25-115 (the "LOSAP" or the "Plan");

**WHEREAS**, Tennessee Code Annotated, Section 8-25-115 allows the Eligible Employer to participate in the LOSAP, subject to the approval of the State Treasurer (the "Treasurer");

**WHEREAS**, the Eligible Employer, on behalf of its agencies, instrumentalities, and other organizations constituting eligible employers pursuant to 26 U.S.C. §457(e)(1) (the "eligible employers" or each an "eligible employer"), intends to allow its eligible employers to apply to participate in the State's grant program in which the State, subject to a State appropriation, may award to an eligible employer a grant contribution for each bona fide volunteer ("Volunteer" or "Volunteers") to a statutorily determined amount;

**WHEREAS**, should an eligible employer apply to participate in the grant program, the eligible employer must certify to the State Treasurer each year the number and names of the Volunteers for which the required minimum contribution will be made to receive a grant contribution for each Volunteer;

**WHEREAS**, in order for an eligible employer to continue its participation in the grant program, it must submit to the State Treasurer an application and certification of the number and names of the Volunteers, and the contribution amount for each Volunteer. Should the eligible employer fail to meet these requirements, the eligible employer will not receive the grant award for that year;

**WHEREAS**, the liability for participation and the costs of administration shall be the sole responsibility of the Eligible Employer, its eligible employers and/or its Volunteers, and not the State of Tennessee; and

**WHEREAS**, the Anderson County Commission ("Governing Authority") of the Eligible Employer is authorized by law to adopt this Resolution approving the Eligible Employer's participation in the LOSAP through this Participation Agreement on behalf of the Eligible Employer and its eligible employers.

**NOW, THEREFORE**, the Governing Authority of the Eligible Employer hereby resolves:

1. The Eligible Employer has received a copy of the LOSAP Plan Document and hereby elects to participate in the LOSAP Plan on behalf of its eligible employers, pursuant to the terms of the Participation Agreement attached to and incorporated into this Resolution. The Eligible Employer agrees and acknowledges that it has read and understood the LOSAP Plan Document and had the opportunity to consult with the appropriate legal, tax or other advisors to evaluate the risks and merits of the LOSAP Plan. Through this resolution, the Eligible Employer accepts the terms and conditions of the LOSAP Plan which are contained in the applicable laws, rules policies, procedures and the LOSAP Plan Document, which may be amended from time to time. The Eligible Employer agrees and acknowledges that it will ensure its eligible employer's compliance with the plan document;
2. The Eligible Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the LOSAP Plan Document, the Code, Tennessee law, or other applicable law and is approved by the Treasurer;
3. For the purpose of the Plan, the Eligible Employer shall be deemed to have designated irrevocably the Treasurer as its agent, except as otherwise specifically provided herein or in the Participation Agreement;
4. The Treasurer may amend the Plan on behalf of all Eligible Employers, including those Eligible Employers who have elected to participate in the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the discretion of the Treasurer and the Commissioner of Finance and Administration, to be in the interest of the Plan. These amendments shall be automatically applicable to all Eligible Employers;
5. The Treasurer will maintain a record of the Eligible Employers and will make reasonable and diligent efforts to ensure that Eligible Employers have received all Plan amendments;
6. The Eligible Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Treasurer, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law. The Eligible Employer shall ensure that its eligible employers will comply with the Plan terms;
7. The Eligible Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Eligible Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Volunteers' accounts and/or charged to the Eligible Employer, and such fees may be changed at any time upon written notice to the Eligible Employer;
8. Subject to the provisions of the Plan and in accordance with its terms, the Eligible Employer

may terminate its participation in the Plan;

9. The Eligible Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law;
10. The Eligible Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, remain the property of the Eligible Employer until distribution is made to a Volunteer;
11. The Eligible Employer acknowledges that only those persons who meet the requirements of Section 457 of the Code, including, but not limited to, being a bona fide volunteer, shall be permitted to enroll in the Plan;
12. The Eligible Employer understands that IRS rules and Tennessee law limit participation in the Plan to those entities meeting the definition of "eligible employer" under Section 457 of the Code. Any eligible employer will notify the Treasurer in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it loses its tax-exempt status;
13. The Eligible Employer agrees to abide by the Treasurer's decisions on all matters within the Treasurer's discretion involving the Plan, and will ensure its eligible employers compliance;
14. This Resolution and the Participation Agreement shall be submitted to the Treasurer for approval. The Treasurer shall determine whether the Resolution and the Agreement comply with the Plan and, if they do, shall provide appropriate forms to the Eligible Employer to implement participation in the Plan. The Treasurer may refuse to approve a Participation Agreement executed by an Eligible Employer that, in the Treasurer's sole discretion, does not qualify to participate in the Plan; and
15. The Governing Authority hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on \_\_\_\_\_, \_\_\_\_\_, in  
accordance with applicable law.

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest Printed Name: \_\_\_\_\_

Attest Signature: \_\_\_\_\_

Attest Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Governing Authority must assure that applicable law is followed in the  
adoption and execution of this resolution.]

**THE STATE OF TENNESSEE**  
**LENGTH OF SERVICE AWARD PLAN**  
**FOR VOLUNTEERS**

**PARTICIPATION AGREEMENT**

Anderson County  
[ELIGIBLE EMPLOYER]

This Participation Agreement ("Agreement"), with the accompanying State of Tennessee, Length of Service Award Program ("Program") and the Program Plan Document ("Plan Document") attached hereto as Exhibit A and the Resolution authorizing participation, is designed to comply with Internal Revenue Code ("Code") Section 457(b) as amended, and all applicable rules, regulations, notices, and interpretations released by the United States treasury, including the internal revenue service. By adopting this Agreement, with its accompanying Resolution, the Eligible Employer, on behalf of its agencies, instrumentalities, and other organizations constituting eligible employers pursuant to 26 U.S.C. §457(e)(1) (the "eligible employers" or each an "eligible employer"), is adopting the Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: (check and complete one box)

- ☒ The Eligible Employer hereby adopts and agrees to participate in the Program effective July 1, 2023 (insert effective date of this Agreement).
- ☐ This is an amendment to be effective as of \_\_\_\_\_, \_\_\_\_\_, to the current Agreement previously adopted by the Eligible Employer, which was originally effective \_\_\_\_\_, \_\_\_\_\_.

1. Eligibility. Volunteers meeting the requirements set forth in Appendix A will be eligible for a contribution from the Eligible Employer to the Volunteer's Plan Account.

2. Forfeiture. A Participant's unvested Account balance will be forfeited if the Participant is:

- ☐ Absent from volunteer service for two consecutive years;
- ☒ Absent from volunteer service for three consecutive years;
- ☐ Other: \_\_\_\_\_  
(Other Forfeiture Requirement Established by the Eligible Employer)

3. Contributions. The Eligible Employer shall transfer contributions for Participants to the Administrator's recordkeeper annually, on or before the last business day of

the calendar year, in accordance with instructions to be provided by the Administrator. The annual contribution amount must be no less than \$200.00 per Participant but may not exceed the applicable limit set by federal law. As of the execution date of this agreement, that limit is \$6,000.00. The Eligible Employer's annual contribution amount shall be indicated in its annual budget.

4. Grant Contributions. Should an eligible employer participate in the State's grant program, the eligible employer shall complete an Application and Certification for that calendar year. Additionally, should a Participant cease to be a Volunteer with an Eligible Employer or its eligible employers, the grant amount deposited in that Participant's Account shall be subject to forfeiture pursuant to Section 6.02 in the Plan.

5. Compliance and Reporting. The Eligible Employer is solely responsible for complying with the terms of the Plan and ensuring that its eligible employers comply with this Plan. Neither the State of Tennessee, Department of Treasury, as Administrator, nor any of the Administrator's service providers shall be obligated to determine and ensure compliance with the Plan's terms by the Eligible Employer, or its eligible employers. Notwithstanding the foregoing, the Administrator may require the Eligible Employer or any of its eligible employers to submit reports relative to enrollment, contributions and compliance with the Plan Document and this Participation Agreement. The Eligible Employer and any of its eligible employers shall promptly provide any such reports and shall make any of its records relative to the Plan available to the Administrator at any time.

This Participation Agreement is duly executed on behalf of the Eligible Employer by the undersigned signatories.

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY ADMINISTRATOR

\_\_\_\_\_  
David H. Lillard, Jr., State Treasurer

DATE

\_\_\_\_\_

## **APPENDIX A**

### **Eligibility Criteria**

The Volunteer must earn 50 points in a calendar year to be eligible for a LOSAP contribution.

Volunteers may earn up to 35 points per year for training, drills, and meetings:

- 1 point per hour of training
- 1 point per hour of drill
- 1 point per hour of mandatory meeting

Volunteers may earn up to 40 points per year for participation in any response scenario:

- 15 points for participation in 5-9% of calls at a single eligible employer (Anderson County Volunteer Fire Department or Rescue Squad).
- 20 points for participation in 10-14% of calls at a single eligible employer (Anderson County Volunteer Fire Department or Rescue Squad).
- 30 points for participation in 15-19% of calls at a single eligible employer (Anderson County Volunteer Fire Department or Rescue Squad).
- 40 points for participation in 20% or more of calls at a single eligible employer (Anderson County Volunteer Fire Department or Rescue Squad).

**EXHIBIT A**

**Plan Document**

*See attached*

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**THE STATE OF TENNESSEE**  
**LENGTH OF SERVICE AWARD PROGRAM**  
**FOR VOLUNTEERS**  
**PLAN DOCUMENT**

The STATE hereby adopts this Length of Service Award Program for Volunteers which consists of the provisions set forth in this document and is applicable to each VOLUNTEER who becomes a PARTICIPANT in the PLAN through an ELIGIBLE EMPLOYER's participation in the PLAN. The PLAN is effective as to each PARTICIPANT upon the date he or she becomes eligible under the terms of the PLAN.

**ARTICLE I**  
**Definitions**

- 1.01** The following terms shall, for purposes of this PLAN, have the meaning set forth below:
- a. **ACCOUNT VALUE** means the value of the PARTICIPANT'S account as of a particular time, reflecting applicable contributions, forfeitures, investment income or loss, as well as administrative and investment expenses.
  - b. **ADMINISTRATOR** means the State of Tennessee, Department of Treasury.
  - c. **CODE** means the Internal Revenue Code of 1986 as amended, and all rules, regulations, notices, and interpretations released by the United States Treasury, including the Internal Revenue Service.
  - d. **ELIGIBLE EMPLOYER** means an entity as defined in Section 457(e) of the Code, which has elected to participate in the PLAN through the completion of a participation agreement.
  - e. **PARTICIPANT** means a VOLUNTEER who has satisfied the requirements for participation in the PLAN.
  - f. **PLAN** means this Length of Service Award Program for Volunteers as set forth in this document, as amended from time to time.
  - g. **PLAN YEAR** means the calendar year.
  - h. **TRUSTEE** means the trustee or trustees pursuant to T.C.A. § 8-25-115 and any duly appointed successor trustee or trustees.
  - i. **VOLUNTEER** means a bona fide volunteer as defined in Section 457 of the CODE.

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**ARTICLE II**  
**Purpose of the PLAN**

- 2.01** This PLAN is intended to be a Length of Service Award Plan as defined in Code Section 457(e)(11) and is to be interpreted in every instance consistently with the requirements of such Section and the CODE.

**ARTICLE III**  
**Administrator: Appointment and Responsibilities**

- 3.01** The State of Tennessee, Department of Treasury, is the ADMINISTRATOR of the Plan.
- 3.02** Subject to applicable laws, the ADMINISTRATOR shall have full power and authority to adopt procedures for the administration of the PLAN and to interpret, alter, amend or revoke any procedures so adopted. The ADMINISTRATOR's duties shall include those referenced in T.C.A. § 8-25-115. The ADMINISTRATOR may interpret the PLAN provisions in the event of ambiguity of any provision and to resolve any question of fact necessary to determine participation, vesting, or awards under the PLAN.
- 3.03** All reasonable costs, charges and expenses incurred by the ADMINISTRATOR in connection with the administration of the PLAN (including, but not limited to, fees for legal services rendered to the ADMINISTRATOR) may be paid by the ELIGIBLE EMPLOYERS, but if not paid by the ELIGIBLE EMPLOYERS when due may be paid from PLAN assets. In the event any part of the assets in the PLAN becomes subject to tax, all taxes incurred shall be paid from the PLAN assets unless the ADMINISTRATOR advises the TRUSTEES not to pay such tax.
- 3.04** Every action taken by the ADMINISTRATOR shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon it. The ADMINISTRATOR shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested unless the contrary be proven by affirmative evidence. The ADMINISTRATOR shall not be liable for ELIGIBLE EMPLOYER contributions or for other amounts payable under the PLAN.
- 3.05** Subject to any applicable laws, the ADMINISTRATOR may delegate any or all of its powers and duties hereunder to another person, persons or entity and may pay reasonable compensation for such services as an administrative expense of the PLAN to the extent such compensation is not otherwise paid.
- 3.06** By participating in the PLAN, a PARTICIPANT acknowledges that the ELIGIBLE EMPLOYER may cease participation in the PLAN at any time and releases the ADMINISTRATOR from any and all liability for contributions which may be due the PARTICIPANT by the ELIGIBLE EMPLOYER.

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**ARTICLE IV**  
**Participation**

- 4.01** A VOLUNTEER who meets the following requirements is entitled to become a PARTICIPANT under the PLAN.
- a. The VOLUNTEER provides firefighting and prevention services; emergency medical services; or ambulance services for the ELIGIBLE EMPLOYER and meets any other requirements of applicable federal and state law;
  - b. The VOLUNTEER has attained at least 18 years of age; and
  - c. The VOLUNTEER has executed such documents and agreements (whether physical or electronic) as required by the ELIGIBLE EMPLOYER and the ADMINISTRATOR.

**ARTICLE V**  
**Contributions**

- 5.01** The ELIGIBLE EMPLOYER may authorize and make contributions to the PLAN for any PLAN YEAR attributable to PARTICIPANTs in the amount of at least two hundred dollars (\$200.00) per PARTICIPANT per year for PARTICIPANTs who meet the service criteria described in the ELIGIBLE EMPLOYER's participation agreement with respect to the PLAN.
- 5.02** The ELIGIBLE EMPLOYER shall forward contributions to the ADMINISTRATOR or its designee.
- 5.03** In no event may an ELIGIBLE EMPLOYER contribute more than the limit contained in the CODE for any one PARTICIPANT under the PLAN for any PLAN YEAR. Contributions in excess of this limit will be void ab initio and will be returned to the ELIGIBLE EMPLOYER. As of the date of the execution of this document, that limit is \$6,000.00.
- 5.04** Any right of a PARTICIPANT or BENEFICIARY to a VESTED AWARD under the PLAN shall be subject to the claims of a general creditor of the ELIGIBLE EMPLOYER and shall be limited to the ACCOUNT VALUE on the date described in Section 6.04 below. The obligation of the ELIGIBLE EMPLOYER to PARTICIPANTS is contractual only.

**ARTICLE VI**  
**Vesting and Distributable Events**

- 6.01** A PARTICIPANT shall become eligible for a future award upon five (5) years of service with the ELIGIBLE EMPLOYER. For purposes of vesting, a year of service is

a year in which a PARTICIPANT receives a contribution under the PLAN.

- 6.02** Should a PARTICIPANT cease to be a VOLUNTEER with the ELIGIBLE EMPLOYER, as determined by the ELIGIBLE EMPLOYER in accordance with criteria set forth in its Participation Agreement, the PARTICIPANT shall forfeit all interest in the account established for such PARTICIPANT, including any contributions made, or earnings credited, on his or her behalf. Such amounts will accrue to the ELIGIBLE EMPLOYER to be used to offset contributions to the PLAN in future years.
- 6.03** The amount of the award for any particular PARTICIPANT is the ACCOUNT VALUE that is vested at the date defined in Section 6.04 below.
- 6.04** The vested ACCOUNT VALUE is payable on the earlier to occur of the following: the PARTICIPANT reaches forty-five (45) years of age; the PARTICIPANT becomes disabled in accordance with Section 6.06 below; or the PARTICIPANT dies. In the event of death or disability, a PARTICIPANT is immediately vested in his or her account in the PLAN.
- 6.05** The ADMINISTRATOR will make the award in a lump sum, upon request from the ELIGIBLE EMPLOYER which shall certify that the criteria in Section 6.04 have been met.
- 6.06** If a PARTICIPANT qualifies for Social Security disability benefits, the PARTICIPANT may request distribution of the vested account in writing to the ELIGIBLE EMPLOYER. The PARTICIPANT must provide all documentation required by the ELIGIBLE EMPLOYER or ADMINISTRATOR.
- 6.07** If a PARTICIPANT dies before receiving his or her vested account under the PLAN, the balance of the award shall be paid to his or her beneficiary, designated in writing by the PARTICIPANT, or in the absence of a designated beneficiary, to the estate of the PARTICIPANT.

## **ARTICLE VII**

### **Investment of Contributions**

- 7.01** The ADMINISTRATOR shall have the sole discretion to select one or more investment options for the PLAN. It shall be the sole responsibility of the ADMINISTRATOR to ensure that all investment options offered under the plan are appropriate and in compliance with any and all state laws pertaining to such investments.
- 7.02** If the ADMINISTRATOR chooses to designate one or more investment options in which PARTICIPANTS may indicate a preference for investment of their account, PARTICIPANTS may indicate their preference from among the investment options designated by the

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ADMINISTRATOR. Such investment options shall be under the full control of the ADMINISTRATOR. A PARTICIPANT's investment preferences shall apply only to making selections among the options made available under the PLAN.

- 7.03** If permitted in accordance with Section 7.02 above, each PARTICIPANT shall designate in a manner authorized by the ADMINISTRATOR one or more investment options in which he or she wishes to have his or her account invested and may change such investment preferences at such times and in such manner prescribed by the ADMINISTRATOR. The PARTICIPANT's account shall be debited or credited as appropriate to reflect all gains or losses on such investments.
- 7.04** Neither the ELIGIBLE EMPLOYER nor the ADMINISTRATOR, the TRUSTEES, nor any other person shall be liable for any loss incurred by virtue of following the PARTICIPANT's preferences or by reason of any reasonable administrative delay in implementing such preferences.
- 7.05** The ADMINISTRATOR may from time to time change the investment options made available under the PLAN. If the ADMINISTRATOR eliminates an investment option, all PARTICIPANTS who had chosen that investment option shall indicate a preference for another option. If no new option is selected by the PARTICIPANTS, money remaining in the eliminated investment option shall be reinvested at the direction of the ADMINISTRATOR. The PARTICIPANTS shall have no right to require the ADMINISTRATOR to select or retain any investment option. Any change with respect to investment options made by the employer or PARTICIPANT shall be subject to the terms and conditions including any rules or procedural requirements of the affected investment options.
- 7.06** At the ADMINISTRATOR's sole discretion, the ADMINISTRATOR may direct the investment of the PLAN assets and may appoint an investment manager to direct investments. Any investment directive shall be made in writing by the ADMINISTRATOR or investment manager. Such instructions regarding the delegation of investment responsibility shall remain in force until revoked or amended in writing.
- 7.07** The ADMINISTRATOR shall maintain or cause to be maintained one or more individual accounts for each PARTICIPANT. Each PARTICIPANT account shall be credited with the amount of any contributions paid into the PLAN; debited with any applicable administrative or investment expense including, but not limited to, fees charged to PARTICIPANT accounts credited or debited with investment gain or loss as appropriate; and debited with the amount of any distribution. At least once a year, each PARTICIPANT shall be notified of how to access his or her total account balance.
- 7.08** The ADMINISTRATOR may determine how contributions will be invested absent the PARTICIPANT'S affirmative indication of the PARTICIPANT's investment option preferences.
- 7.09** All interest, dividends, charges for premiums, withdrawal fees and administrative expenses and all changes in value due to market fluctuations applicable to each PARTICIPANT ACCOUNT shall be credited or debited to the account in accordance

with the usual practices of the investment provider.

- 7.10** All assets of the PLAN, including all CONTRIBUTIONS, property and rights purchased with CONTRIBUTIONS, and all income attributed to such CONTRIBUTIONS, property and rights, shall remain, until distributed to the PARTICIPANT or beneficiary, solely the property and rights of the ELIGIBLE EMPLOYER and are subject only to the claims of the creditors of the ELIGIBLE EMPLOYER.

## **ARTICLE VIII**

### **Amendment and Termination of the PLAN**

- 8.01** The ADMINISTRATOR and TRUSTEES are the only persons that can amend or terminate the PLAN itself, subject to applicable Tennessee law and the CODE. The ADMINISTRATOR shall provide copies of any amendments or termination actions to the ELIGIBLE EMPLOYERS.
- 8.02** An ELIGIBLE EMPLOYER may terminate its participation in the PLAN upon one hundred eighty (180) days written notice to the ADMINISTRATOR. The ELIGIBLE EMPLOYER's PARTICIPANTS will immediately vest upon the date the ELIGIBLE EMPLOYER ceases to participate in the PLAN.
- 8.03** In the event of a merger or consolidation with respect to an ELIGIBLE EMPLOYER, PLAN assets shall be considered an asset to which a surviving or successor ELIGIBLE EMPLOYER shall succeed, and the PLAN shall be considered an obligation to which the surviving or successor ELIGIBLE EMPLOYER shall become liable.
- 8.04** In the event the ADMINISTRATOR and TRUSTEES elect to terminate the PLAN, the ADMINISTRATOR will inform the ELIGIBLE EMPLOYERS in writing of its intent to terminate the program as of a specified date. In such event, PARTICIPANTS will immediately vest upon termination of the PLAN, and PLAN assets will be distributed in accordance with federal law.

## **ARTICLE IX**

### **Administration of the PLAN**

- 9.01** Participation in this PLAN by a VOLUNTEER shall not be construed to give a contract of employment to the VOLUNTEER or to alter or amend his or her existing status as a VOLUNTEER, nor shall participation in the PLAN be construed as offering to the VOLUNTEER any representation or guarantee regarding his or her continued status as a VOLUNTEER.
- 9.02** The ELIGIBLE EMPLOYER and the ADMINISTRATOR make no endorsement, guarantee or any other representation and shall not be liable to the PLAN or to any PARTICIPANT, beneficiary or any other person with respect to (a) the financial

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soundness, investment performance, fitness, or suitability (for meeting a PARTICIPANT's or ELIGIBLE EMPLOYER's objectives, future obligations under the PLAN, or any other purpose) of any investment option offered or any investment vehicle in which contributions under the PLAN are actually invested, or (b) the tax consequences of the PLAN to any PARTICIPANT, beneficiary or any other person.

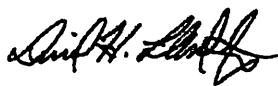
- 9.03** The laws of the state of the Tennessee shall apply in determining the construction and validity of the PLAN.
- 9.04** Any rights of a PARTICIPANT or beneficiary under this PLAN shall not be subject to the claims of creditors of the PARTICIPANT or beneficiary.
- 9.05** PARTICIPANTS and beneficiaries shall not have the right to commute, sell, assign, pledge, encumber, transfer or otherwise convey the right to receive any payments hereunder. These payments and rights to payments are expressly declared to be non-assignable and nontransferable.
- 9.06** This PLAN and any properly adopted amendments shall be binding upon the parties thereto and their respective heirs, administrators, trustees, successors and assignees.
- 9.07** The ADMINISTRATOR is authorized to resolve any ambiguities in the PLAN and to resolve any questions of fact necessary to determine eligibility, participation, and awards under the PLAN. The ADMINISTRATOR's interpretation of Plan provisions including eligibility and benefits under the Plan is final.
- 9.08** Should any section or sections of the PLAN be adjudged unenforceable, such unenforceability shall not affect the enforceability of the remaining sections, which shall be given full force and effect in accordance with the terms of the PLAN.

#### **ARTICLE X**


#### **Effective Date**

This PLAN shall be effective on the date and year written below.

IN WITNESS WHEREOF, this PLAN is executed this 11<sup>th</sup> day of March, 2022.

 Digitally signed by David H.  
Lillard, Jr.  
Date: 2022.03.07 10:15:15  
-06'00'

By: \_\_\_\_\_ March 7, 2022  
David H. Lillard, Jr., State Treasurer Date

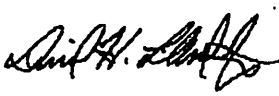


By: \_\_\_\_\_ 3/11/22  
Butch Eley, Commissioner Date  
Department of Finance and Administration


By: \_\_\_\_\_  
Bo Watson, Chair Date  
Senate Finance, Ways and Means Committee

By: \_\_\_\_\_  
Patsy Hazlewood, Chair Date  
House Finance, Ways and Means Committee

IN WITNESS WHEREOF, this PLAN is executed this 11<sup>th</sup> day of March, 2022.

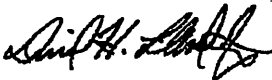
By:  Digitally signed by David H.  
Lillard, Jr.  
Date: 2022.03.07 10:15:15  
-06'00' March 7, 2022  
David H. Lillard, Jr., State Treasurer Date

By: \_\_\_\_\_  
Butch Eley, Commissioner  
Department of Finance and Administration Date

By:  March 9, 2022  
Bo Watson, Chair  
Senate Finance, Ways and Means Committee Date


By: \_\_\_\_\_  
Patsy Hazlewood, Chair  
House Finance, Ways and Means Committee Date

IN WITNESS WHEREOF, this PLAN is executed this 11<sup>th</sup> day of March, 2022.

By:  Digitally signed by David H. Lillard, Jr.  
Date: 2022.03.07 10:15:15 -06'00' March 7, 2022  
David H. Lillard, Jr., State Treasurer Date

By: \_\_\_\_\_  
Butch Eley, Commissioner  
Department of Finance and Administration Date

By: \_\_\_\_\_  
Bo Watson, Chair  
Senate Finance, Ways and Means Committee Date

By:  3/10/22  
Patsy Hazlewood, Chair  
House Finance, Ways and Means Committee Date

## LOSAP Summary

### Background

- Pursuant to legislation passed last year, the State Treasurer proposes to establish a Length of Service Award Program ("LOSAP") for volunteers providing firefighting and prevention services, emergency medical services, and/or ambulance services.
- Generally, a LOSAP is funded by contributions from the participating eligible employers, which may include local governments, volunteer fire departments, and/or nonprofit entities that utilize the services of the volunteers. The volunteers themselves do not contribute.
- There are three important documents that govern the LOSAP: (1) Plan Document; (2) Participation Agreement; and (3) Rabbi Trust Agreement.

### Plan Document

- The Plan Document sets out the terms of the LOSAP.
- The State of Tennessee LOSAP provides for a \$200 per volunteer minimum annual contribution. The amount of the annual contribution can vary from year-to-year, depending on the eligible employer's budget but cannot be less than \$200.
- Volunteers vest after five (5) years and are eligible for a lump sum payment at age 45 (or earlier upon death or disability).
- Federal law caps annual contributions per volunteer at \$6,000 annually.
- Volunteers may direct investments in their LOSAP accounts. The TN Stable Value Fund has been selected as the default investment option. Participants may also elect to invest contributions in the Fidelity Puritan Fund. These investment options are regularly reviewed by the Treasury Department Investment Staff and an external investment consultant.

### Fee Disclosure

- An annual administrative fee equal to the greater of \$12 or .212% (21.2 bps) will be assessed on assets held in participant accounts.
- Eligible Employers will be charged \$500 upon implementation of the LOSAP and a \$250 annual maintenance fee for each subsequent year of participation.

### Participation Agreement

- The Participation Agreement describes the relationship between the eligible employer and the State.
- It contains blanks for the eligible employer to describe the eligibility criteria for awarding LOSAP contributions..
- For example, an eligible employer might establish a point system indicating that 50 points are necessary each year to be eligible for a contribution. The eligible employer would then describe what activities are necessary to earn points (i.e., responding to calls, training, etc.).
- The participation agreement also describes what constitutes separation from volunteer service. In other words, when would an unvested volunteer forfeit his or her interest in the LOSAP account.

### Rabbi Trust Agreement

- The assets of the LOSAP will be held by a custodian, which is an affiliate of the plan's recordkeeper, Empower.
- A LOSAP is different from a qualified retirement plan like the 401(k). Contributions to a LOSAP belong to the eligible employer until they are distributed to the volunteer. That means that contributions to the LOSAP are subject to the creditors of the eligible employer until the funds are distributed to the volunteers.
- Because the assets technically belong to the eligible employers until distribution to the volunteers, the assets cannot be held in a traditional trust account (like those of the 401(k), for example).
- The assets cannot be held in accounts for the volunteers because the funds would be taxable to the volunteer at the time of contribution (instead of distribution).
- In light of those distinctive features of a LOSAP, Treasury's external tax counsel, Ice Miller, recommended the use of a "rabbi" trust agreement.
- These accounts are called "rabbi" trusts because they were first set up many decades ago to provide compensation arrangements for rabbis. A rabbi trust is very similar to a traditional trust, except that the assets are reachable by the eligible employer's creditors.

- The form of trust used here is based on the IRS model and contains IRS-mandated provisions.
- The trust agreement provides that the funds will be held for the benefit of the LOSAP participants and their beneficiaries, provided that the funds are reachable by the creditors of the eligible employers. In no event will the funds revert to the eligible employer. Any forfeited funds would constitute a credit against future contribution obligations.

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

101 South Main Street, Suite 310  
CLINTON, TENNESSEE 37716

N. JAY YEAGER  
Law Director

RACHEL S. COMUNALE  
Assistant Attorney

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

**M E M O R A N D U M**

**TO:** Operations Committee

**FROM:** Rachel Comunale, Assistant Attorney

**DATE:** April 21, 2023

**RE:** Pine Meadows Subdivision- Road Ownership

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You have requested this office research the complex issue of whom/what entity owns the roads that are in the Pine Meadow Subdivision located in Claxton and is therefore responsible for the maintenance and repairs of the roadways.

**PROPERTY HISTORY**

Pine Meadows Subdivision was constructed in the late 1960s by the Oak Ridge Development Corporation. Oak Ridge Development Corporation was incorporated under the laws of Tennessee in 1959, naming Max A. Kraus, Fred Nelson, Max A. Bredig, and Harold O. Phillips as members, *Exhibit 1*. In 1967, Oak Ridge Development purchased the property from Harvey and Lula Acuff, *Exhibit 2*. In 1969, Oak Ridge Development Corporation registered the Restrictive Covenants of Pine Meadows Mobile Home Park to apply to all purchasers of lots sold in Pine Meadows, *Exhibit 3*. However, the Restrictive Covenants made no mention of the maintenance or construction of roadways in Pine Meadows. The Restrictive Covenants were recorded along with a Plat Map showing the current lots located in Pine Meadows in 1969, *Exhibit 4*. As noted on the recorded Plat Map, Oak Ridge Development Corporation is listed as the owner of Pine Meadows. In 1970, various home owners in Pine Meadows joined together and created Pine Meadows Owners Association who, together with Oak Ridge Development, registered a Declaration of Agreement in the Register of Deed's Office, *Exhibit 5*. The Agreement stated that the Associated will maintain the swimming pool and recreation and community center located on Lot 143. Also stating that all lot owners have a right of membership to the Association that passes with the transfer of the lots. The conveyance of lot 143 and Agreement was later recinded by Judgment

ordered in the Anderson County Court of Law and Equity in September, 1972, *Exhibit 6*. In 1984, Pine Meadows Owner Association was dissolved, *Exhibit 7*.

Between the years of 1969 and 1973, Oak Ridge Development conveyed all of the lots in Pine Meadows to private owners, most notably was the conveyance of one hundred and thirteen (113) lots to Eljay Corporation in June, 1973 for the purpose of leasing and renting those lots to individuals. *Exhibit 8*. This conveyance effectively transferred all lots out of the hands of Oak Ridge Development. All deeds contained provisions that all transfers were done so with the Restrictive Covenants and all easements acknowledged. In May, 1977, Oak Ridge Development Corporation filed the Statement of Intent to Dissolve by Act of the Corporation with the state of Tennessee, *Exhibit 9*. The Statement of Intent named all current members of the Corporation as John H. Gibbons, John W. T. Dabbs, W. B. Burgess, Dr. H. A. Levy, Ward E. Foster, W. W. Pugh, and T. D. Young. The Statement of Intent included an Exhibit B that states that the officers would have 12 months to liquidate all remaining assets of the corporation. One year later, Articles of Dissolution were filed by Oak Ridge Development Corporation thereby dissolving the corporation completely, *Exhibit 10*. The Articles state on April 1, 1978, all remaining assets were transferred and distributed to former shareholders, Harvey A. Levy, Ward E. Foster and W. W. Pugh, Jr., *Exhibit 11*. All of the former shareholders, members and board members of Oak Ridge Development Corporation have passed way, with the last being in 2014.

After the dissolution of the Corporation and the Owners Association, the issue of whom/what entity owns the roadways in Pine Meadow has been an on-going issue. Further complicated by a man named Ben Graves. Mr. Graves began purchasing properties in Pine Meadows in 1981. Mr. Graves has since bought and sold several lots within Pine Meadows. He holds himself out as being the operator of Pine Meadows, even constructing signs that are visible from Edgemoore Road stating that it is "Ben's Mobile Home Park" and that one can apply within for financing for the purchase of a home and/or lot. Mr. Graves even registered a Plat Map of the subdivision in 1994 signing the Certification of Ownership and Dedication as the Owner, *Exhibit 12*. Mr. Graves contends that in 1968 a past Anderson County Commission Board voted to issue a letter of intent stating that the roads in Pine Meadows be taken into the Anderson County road system, producing a copy of minutes from that meeting, *Exhibit 13*. But a Roadway Dedication was never filed with the Anderson County Register of Deeds Office and no such letter of intent has been found. Mr. Graves has performed some repairs and improvements to the roads over the years, such as filling in pot holes and placing speed bumps throughout the community. However, that does not necessarily translate into legal ownership of the roadways.

## **ISSUE**

Whom/what entity is responsible for road maintenance and repairs when both the Corporation that constructed the subdivision and the Home Owners Association have been dissolved?

## **OPINION**

Under current Tennessee law, Tennessee Code Annotated 54-14-117, the easement or right-of-way belongs to the owners of the lands benefited by the easement of right-of-way, and

continues as long as the easement or right-of-way is used and maintained by them. Private roads are granted as easements and right-of-ways over adjoining properties when not constructed by the state or county in which they lie. These private roads were constructed by Oak Ridge Development Corporation and passed with every deed there after recorded when transferring property by containing the provision that this deed is subject to all existing easements and right-of-ways.

## ANALYSIS

Under Tenn. Cod Ann. § 13-3-401(4)(B), a subdivision is defined, in pertinent part, as the division of a tract or parcel of land into two or more lots requiring new streets or utility construction or any division of less than five acres for the purpose, whether immediate or future, of sale. When Oak Ridge Development purchased the property from the Acuffs in 1967 the property was not yet subdivided. However, it was later developed into a subdivision as defined by this code section, *see Exhibit 4*. Thus, constructing private roads for all residents to use. These roads were constructed private roads for the purpose of accessing public roadways.

It is worth noting how the courts distinguish between public and private roadways. In the case of *Vaughn v. Brewer* the Tennessee Court of Appeals discussed how a private road might be distinguished from a public road. The Appellate Court stated, "The Trial Court found, a public roadway must be either dedicated to public use, or it must be statutorily established. The Trial Court further found there was no proof of an express dedication of the road at any time by the Brewers or their predecessors, and certainly not by the adjoining landowners whose property it traverses. In order to establish an implied dedication, there must be a showing that the owner clearly and unequivocally intended "to permanently part with the land and vest it in the public." *Jackson v. Byrn*, 216 Tenn. 537, 393 S.W.2d 137 (Tenn. 1965). To determine whether a property owner intended to dedicate the land, the Court is to consider whether the owner acquiesced in the public's use of the property as a thoroughfare, whether the public maintained the roadway, and whether the public has used the roadway for an extended period of time. *Cole v. Dych*, 535 S.W.2d 315 (Tenn. 1976). The Court must also determine whether the road has been accepted by public use, which requires a showing of some public act by the county or common use by the general public. *West Meade Homeowners Ass'n., Inc., v. WPMC, Inc.*, 788 S.W.2d 365 (Tenn. Ct. App. 1989)." *Vaughn v. Brewer*, No. E2009-02288-COA-R3-CV, 2010 Tenn. App. LEXIS 560 (Ct. App. Aug. 23, 2010) Just as the case here, there was no dedication by the original owners for the roadways to be of public use. The roads that run through Pine Meadows were created so that the property owners would have a way to transverse the adjoining properties to make it out on to the public road system. This would also mean that there was no implied dedication either. This property was not developed with the public in mind, it was created as a closed community of property owners. The roads were not created as a means for the public to get from one public roadway to another, it was built as a community for community use. That was the purpose in the creation of the Pine Meadows Owners Association, to maintain the property. This issue was further complicated when the Owners Association was dissolved. When the Owners Association was active, each property owner had an equal vote in the community and the maintenance in the community as a way to share responsibility. That is why when Oak Ridge Development dissolved

they did not have any other properties or assets to liquidate within the Pine Meadows Subdivision. All of the properties were sold to private owners by 1973, along with those properties were the rights to the easements that had been created via the roadways.

## **CONCLUSION**

In conclusion, under current Tennessee law, Tennessee Code Annotated 54-14-117 and the case stated above, the easement or right-of-way belongs to the owners of the lands benefited by the easement or right-of-way, and continues as long as the easement or right-of-way is used and maintained by them. Private roads are granted as easements and right-of-ways over adjoining properties when not constructed by the state or county in which they lie. These private roads were constructed by Oak Ridge Development Corporation and passed with every deed there after recorded when transferring property by containing the provision that this deed is subject to all existing easements and right-of-ways.

A suggestion for going forward, it would be in the interest of the current property owners to reform the Owners Association and begin to look into private funding for the repair of the roadways until such a time that they are up to county standards for the Board of Commissioners to then consider accepting these roads into the county road system. Also, once formed, the Owners Association may want to pursue Mr. Graves for the removal of the signs that sit next to the road since he does not own all of Pine Meadows Subdivision.

STATE OF TENNESSEE  
ARTICLES OF INCORPORATION  
OAK RIDGE DEVELOPMENT CORPORATION

Be it known that the undersigned, Max A. Bredig, Kurt A. Kraus, Fred Nelson, and Harold O. Phillips, all of Oak Ridge, Anderson County, Tennessee, desire to be incorporated under Title 48, Chapter 1 through 5, (Sections 48-101 et seq.) Tennessee Code Annotated; and they and their associates and successors are hereby constituted a body politic and corporate by the name of

OAK RIDGE DEVELOPMENT CORPORATION

whose principal place of business shall be Room 28, 901 Oak Ridge Turnpike, Oak Ridge, Anderson County, Tennessee.

I.

The general nature of the business to be transacted by this corporation is to purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, incur, lease, hire and deal in real and personal property of every name and nature, including stocks and securities of other corporations, and to loan money and take securities for the payment of all sums due the corporation, and to sell, assign and release such securities.

II.

The maximum shares of stock which this corporation is allowed to have outstanding at one time is 1,000 shares of \$100.00 par value. All or any part of the shares of common stock may be issued by the corporation from time to time for such consideration as may be determined upon and fixed by the incorporators or by the Board of Directors as provided by law.

III.

The amount of capital with which this Corporation will begin business shall be not less than One Thousand (\$1000.00) Dollars; and when such amount so fixed shall have been subscribed for, all subscriptions of the stock of this Corporation shall be enforceable and it may proceed to do business in the same manner and as fully as though the maximum number of shares authorized under the provisions of the preceding sections shall have been subscribed.

IV.

The time of existence of this Corporation shall be perpetual.

V.

This Corporation shall have power:

- A. To have succession by its corporate name perpetually.
- B. To sue and be sued by its corporate name in any Court of law or equity.
- C. To make contracts, and, at its option, to have and use a common seal and alter the same at pleasure. If no common seal, then the signature of the name of the corporation, by any duly authorized officer, shall be legal and binding.

D. To purchase and hold, or receive by gift, real and personal property and also to accept and hold any real estate in payment of any debt due the Corporation, and to sell and convey or to lease, real property, and to sell or otherwise dispose of personalty, for corporate purposes.

E. To establish by-laws, and make all rules and regulations not inconsistent with the law, or the Constitution of the State, or of the United States, which may be deemed expedient for the management of corporate affairs.

F. To appoint such subordinate officers or agents, other than those herein provided for, as the business of the corporation may require; to designate the name of such office and to fix the compensation of such officers.

G. To borrow money and contract debts when necessary or proper for the transaction of its corporate business or for the exercise of its corporate rights, privileges or franchises or for any other lawful purposes of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures and convertible or other obligations and evidences of indebtedness; either unsecured by mortgage or pledge or otherwise of the corporate property, real or personal, for money borrowed or in payment for property purchased or any other lawful objects.

I. To purchase, guarantee, hold, sell, and transfer shares of its own capital stock; provided, however that it shall not purchase its own shares of capital stock except from the surplus of its assets over its liabilities, including capital; and provided, further, that the shares of its own capital stock owned by the Corporation shall not be voted upon directly or indirectly or counted as outstanding for the purpose of any stockholder quorum or vote.

J. To conduct business, have one or more offices and hold, purchase, mortgage and convey real estate and personal property in this State or any of the several states, territories, District of Columbia, possessions and dependencies of the United States and in foreign countries.

K. To acquire, enjoy, utilize, and dispose of patents, copyrights and trademarks and any licenses or other rights or interests therein or thereunder.

L. To guarantee the payment of dividends on any shares of the capital stock of any other corporation, joint stock company or association in which this corporation has, or may have an interest, whether as stockholder, security holder, or otherwise, and to endorse or otherwise guarantee the payment of the principal or interest of any bonds, securities or other obligations created by such other corporation, joint stock company or association, and to endorse or otherwise guarantee the fulfillment of any lease or other contract made by any such other corporation, joint stock company, or association, and to do any and all lawful acts or things designed to protect, preserve, improve or enhance the value of any such interest.

M. To do all and everything necessary and proper for the accomplishment of the objects enumerated in this certificate of incorporation or any amendment thereof, or necessary or incidental to the protection and benefit

of the corporation, and in general carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in this certificate of incorporation or any amendment thereof; provided, however, that such incidental powers shall in no event be construed to include those objects for which corporations may not be formed under the law.

We, the undersigned, apply to the State of Tennessee, by virtue of the laws of the land for a Charter of Incorporation for the purposes and with the powers, etc., declared in the foregoing instrument. Witness our hands this the 15<sup>th</sup> day of August, 1959.

Max A. Bredig  
Max A. Bredig

Kurt A. Kraus  
Kurt A. Kraus

Fred Nelson  
Fred Nelson

Harold O. Phillips  
Harold O. Phillips

STATE OF TENNESSEE

COUNTY OF ANDERSON

Personally appeared before me, Luther M. Reed,  
a notary public, the within named incorporators,  
Max A. Bredig, Kurt A. Kraus, Fred Nelson, and  
Harold O. Phillips, with whom I am personally ac-  
quainted and who acknowledged that they executed the  
within application for a Charter of Incorporation  
for the purposes therein contained and expressed.

Witness my hand and official seal at Oak Ridge,  
Tennessee, this 17<sup>th</sup> day of August, 1959.

  
Notary Public

My commission expires February 28, 1960.

I, JOE C. CARR, Secretary of State, do certify that this  
Charter, with certificate attached, the foregoing of which is a true copy,  
was this day registered and certified to by me.

This the 21st day of September, 1959.

JOE C. CARR,

SECRETARY OF STATE

FEE: \$20.00

This Instrument prepared by:  
Harley Fowler, Atty.  
Hamilton National Bank Bldg.  
Knoxville, Tennessee

487

RECORDED IN THE OFFICE OF THE REGISTER

33,000.00  
50.00  
33,050.00

THIS INDENTURE made this 31st day of January  
A. D. 1967 between HARVEY H. ACUFF and wife LULA C. ACUFF,

of Knox County in the State of Tennessee, parties  
of the first part, and OAK RIDGE DEVELOPMENT CORPORATION, a corporation organized  
under the laws of the State of Tennessee, with offices in Oak Ridge,  
Tennessee, party

of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum  
of Thirty Thousand (\$30,000) Dollars, \$5,000

to them in hand paid by the said party of the second part, the receipt of which is hereby  
acknowledged, with the balance of \$25,000 evidenced by five (5) notes  
each in the amount of \$5,000 and each of said notes falling due annually  
hereafter until the full amount has been paid, said notes bearing interest  
at the rate of 6% payable annually on the maturity date of the note  
then falling due. Said deferred payments are secured by trust deed of  
even date herewith executed by second party to Sam F. Fowler, Jr., Trustee,



Received for Record the 3 day of February, 1967 at 10:30 AM by

Paul H. [Signature] Register

have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the  
said party of the second part, the following described premises, to-wit, situated in District No. FOUR (4)  
of Anderson County, Tennessee, and being more particularly described  
as follows: BEGINNING at White Oak standing between the old  
valley road at the Pike, at or near the Election grounds in said  
District. Thence North 19 1/2 deg. West with the Clinton Road  
61 poles and 20 links to a stake; thence South 68 deg. West 52  
poles to a Black Oak; thence North 15 deg. West 20 poles and 15 links to a White  
Mary Lea's corner; thence South 59 1/4 deg. West 50 poles, 10 links  
to a stake at the end of the Cross fence, the beginning corner of  
C. M. Duncan's tract; then South 28 1/2 deg. East 14 poles and 4  
links to a cedar; thence South 35 deg. East 9 poles and 7 links  
to a fence post; thence South 30 1/2 deg. East 5 poles and 6 links  
to a stake; thence South 22 East 4 poles and 7 links to a stake;  
thence South 14 1/4 East 5 poles and 15 links to a cedar; thence South 26 3/4,  
South 6 East 10 poles and 10 links to a cedar; thence South 26 3/4,  
West 4 poles to a post; thence South 20 3/4 deg. East 32 poles  
and 21 links to a stake in the branch; thence South 36 East 15  
poles and 9 links more or less to the center of the pike; thence  
a north-east course with the center of the pike to a point in said  
pike, opposite the beginning corner.  
BEING the same property conveyed to Harvey H. Acuff and his then  
wife Jessie Acuff, now deceased, by deed dated March 28, 1928 of  
record in Trust Deed Book T, Vol. 3, page 364, in the Register's  
Office of Anderson County, Tennessee.

EXCEPTING HOWEVER, such portions of the said premises as have been  
conveyed by Harvey H. Acuff and which appear of record in the  
Register's Office of Anderson County, including conveyance to John  
R. Fiser, in Book H, Vol. 7, page 407, and excepting also such  
conveyances as Harvey H. Acuff has made for road purposes.

This conveyance is made subject however to any and all easements  
for power line, telephone or public utility purposes including  
easement granted to Southern Bell Telephone Company in Trust Deed  
Book 37, page 262, and recorded again in Trust Deed Book 39, page 131,  
in the Register's Office of Anderson County.



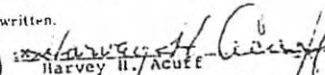
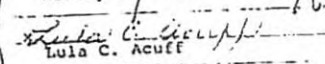
Exhibit 2

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Homestead and Dower therein, TO HAVE AND TO HOLD the said premises to the said party of the second part, its heirs and assigns forever.

And the said parties of the first part for themselves and for their Heirs, Executors and Administrators do hereby covenant with the said party of the second part its heirs and assigns that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, that said premises are free from all incumbrances except taxes to become due Anderson County for the year 1967 which second party assumes and agrees to pay,

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

  
 Harvey H. Acuff (1. S.)  
  
 Lula C. Acuff (1. S.)

STATE OF TennesseeKNOX County

SS.

Personally appeared before me W. L. Smith a Notary Public in and for said County the within named bargainer S. Harvey H. Acuff and wife Lula C. Acuff, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 1st day of January, A. D. Nineteen Hundred and Sixty Seven.

My comm. expires:

STATE OF \_\_\_\_\_ County \_\_\_\_\_ SS.

Personally appeared before me \_\_\_\_\_ a Notary Public in and for said County the within named bargainers \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And \_\_\_\_\_ wife of the said \_\_\_\_\_ having appeared before me privately and apart from her husband, said \_\_\_\_\_ acknowledged the execution of

the said deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her husband, and for the purposes therein expressed.

Witness my hand and official seal at office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. Nineteen Hundred and \_\_\_\_\_

Notary Public



This instrument prepared by:  
George W. Ridenour, Jr., Ridenour & Ridenour,  
Attorneys at Law  
Courthouse Square, Clinton, Tennessee 37716

5.00 fee  
RESTRICTIVE COVENANTS

PINE MEADOWS MOBILE HOME PARK

Whereas, Oak Ridge Development Corporation this 9 day of September 1969 has developed a Mobile Home Park on a tract of land located in the First Civil District of Anderson County, Tennessee, a plat of which was recorded on September 9, 1969 in the Register of Deeds Office of Anderson County, Tennessee in Plat Book 8, page 47+49.

Now Therefore, in consideration of the purchase from Oak Ridge Development Corporation by the several owners of one or more lots in said development and Mobile Home Park and as an inducement to persons to purchase lots in said development, the Oak Ridge Development Corporation does hereby declare, decree and covenant, to and with the purchasers of lots, their heirs, legal representatives and assigns, that the following protective and restrictive covenants shall be considered as included in any deed of conveyance or mortgage hereafter executed by Oak Ridge Development Corporation, or its successors and assigns, or by any owner or the owner's heirs, legal representatives or assigns, upon any lot or lots in Pine Meadows Mobile Home Park, and that the recording of this instrument in the public records of Anderson County, Tennessee, shall be and constitute notice of the existence of said protective and restrictive covenants, the said covenants and restrictions being as follows:

- (1) No lot may be used for any purpose except for the maintenance of one mobile home and the term "mobile home" shall mean any vehicle used

Received for Record the 9 day of September, 1969, at 3:45 o'clock P. M.  
John W. Mudd, Register

or so constructed as to permit its being used as a conveyance upon the public streets or highways and duly licensable as such and constructed in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one or more persons, provided that this definition shall not include transport trucks or vans equipped with sleeping space for a driver or drivers. No such mobile home on any lot shall be used for more than one family, or for any purpose other than a residence.

(2) No lot shall be resubdivided so as to make any lot smaller than as shown on the recorded plat and not more than one mobile home may be maintained or used on any lot.

(3) No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for commercial purposes.

(4) No mobile home shall be located or maintained on any lot closer to the street than the setback line as shown on the recorded plat or within ten (10) feet of any side lot line; PROVIDED, HOWEVER, uncovered porches, bay windows, steps, open carports, or terraces, shall be permitted to extend across the setback lines; provided, further, however, that none of these exceptions may be located or maintained closer than five (5) feet to the setback line or side lot line.

(5) On all lots, no fence shall be permitted between the building, or setback line, and the street that will block view or be in excess of 42 inches in height. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted provided such hedges, shrubbery or evergreens shall not be permitted to be in excess of 42 inches in height.

(6) It shall be incumbent upon the owners of lots to keep grass, weeds or underbrush cut therefrom in a reasonable manner and free of debris to the end that the site shall not become unsightly or degrading to the surrounding area or neighborhood.

The developers of this Mobile Home Park, their assigns, or the County of Anderson would have the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, and charging the expense thereof, which shall become a lien upon the lot.

(7) No mobile home shall be located on any lot which has less than 320 square feet of floor space within the mobile home exclusive of porches, patios, carports, or add-on rooms.

(8) No mobile home, and any additions thereto, shall be located on any lot which shall cover more than 30% of the total area contained in the lot.

(9) No permanent additions of any kind shall be built on to nor become a part of any mobile home except open carports, porches or add-on rooms, which will be permitted provided these rooms are designed, built, and constructed of material of a similar nature to that used in the mobile home; and further provided that the specifications for such add-on rooms are as high as those of the mobile home itself; and further provided that the proposed addition be erected in a manner that would make the addition of the same character as the mobile home, but in no way would be constructed in a manner more permanent than the mobile home itself. Skirting shall be required within 60 days after occupancy.

(10) No mobile home shall be permitted that does not have a toilet and bathtub or shower, and all plumbing must be connected to the public sewer system and no private disposal system shall be used under any circumstances.

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(11) All electrical power service lines running from the meter station to any place on said lots shall be installed underground and in accordance with the electrical code in effect at time of installation.

(12) No clothes lines or other apparatus used for the purpose of hanging clothes for drying or airing shall be used on the lots other than umbrella type or other circular type clothes lines.

(13) All garbage cans, and storage canisters and container's shall be screened so as not to be visible from the adjoining street or streets.

(14) All storage buildings and all out buildings shall be of all weather finished metal, painted wood, or masonry construction and shall be located upon the back half of the lot in relation to the fronting street.

(15) These covenants and restrictions shall take effect immediately and shall be binding on the undersigned, their heirs, representatives and assigns, and shall run with the land. These restrictions can only be modified or removed with the prior written approval of the Anderson County Planning Commission or any other planning commission then having jurisdiction over this area and concurred in by a majority vote of the lot owners, each person having one vote for every lot which he owns.

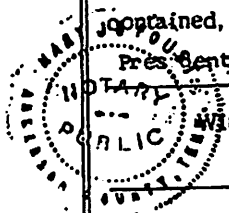
(16) If the parties hereto, or any of the heirs, representatives or assigns, or successors shall violate any of the covenants or restrictions herein, or attempt to violate the same, it shall be lawful for any other person, or persons, owning any other lot or lots in said subdivision or the Anderson County Planning Commission or any other planning commission then having jurisdiction over this area to prosecute any proceeding at law or in equity against the person, or persons, attempting to violate any such covenants and restrictions, and either prevent him or her or them from so doing or to recover damages or other dues for such violation or violations, including the right to recover a reasonable amount for attorney fees.

(17) If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise effected thereby.

OAK RIDGE DEVELOPMENT CORPORATION  
BY: [Signature]  
President

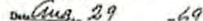
STATE OF TENNESSEE  
ANDERSON COUNTY

Before me, Mary Jo Foust, a Notary Public of the state and county aforesaid, personally appeared R.N. Lyon with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Oak Ridge Development Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.



Witness my hand and official seal at office this 9th day of September, A.D. 1969.

[Signature]  
Notary Public  
My Commission Expires: March 3, 1973



Received for Record this 12th day of February, 1971, at 12:10 o'clock P.M.

John M. Mendenhall, Register

6.00 fee

This instrument prepared by:  
George W. Ridenour, Jr., Ridenour & Ridenour  
Attorneys at Law  
Courthouse Square, Clinton, Tennessee 37716

DECLARATION OF AGREEMENT

This agreement entered into this the 30 day of June 1970, between the OAK RIDGE DEVELOPMENT CORPORATION, a Tennessee Corporation, hereinafter referred to as Corporation and the PINE MEADOWS OWNERS ASSOCIATION, INC., a Tennessee General Welfare Corporation, hereinafter referred to as Association.

Whereas, the Corporation has at great expense constructed a swimming pool and recreation and community building to service Pine Meadows Mobile Home Subdivision at absolutely no expense to the Association, and

Whereas, the Association does represent itself to be legally and technically qualified to own and operate said swimming pool and recreation and community building in conformity with all governmental regulations and proper swimming pool operation,

Now, therefore, in consideration of the mutual covenants herein contained and for other valuable considerations moving from each of the parties to the other, receipt of which is hereby acknowledged, the parties agree as follows:

(1) The Corporation will convey to the Association by Warranty Deed the fee simple title to Lot 143 of Pine Meadows Mobile Home Subdivision as shown by plat of said subdivision prepared by Crouch and Adams, Engineers, on August 18th, 1969, and recorded in Plat Book 8, pages 47 and 48, in the Register of Deeds Office of Anderson County, Tennessee,

Exhibit 5

and containing 0.32 acres more or less, and also including the swimming pool facilities and the recreation and community building located thereon. Said deed shall be made subject to the provisions of this agreement. Said deed shall also be subject to any and all deeds of trust from the Corporation to any other parties securing any indebtedness owed by the Corporation, all of said indebtedness which the Corporation agrees to pay and satisfy in accordance with the terms of any of the said trust deeds.

(2) The Association shall accept said property and shall operate and maintain the swimming pool facilities and the recreation and community building as a part of the normal function and activities of the Association and in conformity with all governmental regulations and good operating procedures. The Association agrees to continue the operation of the swimming pool facilities during the normal swimming season and also to maintain and operate for community activities the recreation and community building so long as the Association or its successors or assigns shall have jurisdiction to do so. The Association shall not sell, rent or lease said property or any portion thereof without the written consent of the Corporation and shall use the same for the sole purposes set out herein.

(3) The Association agrees that all property owners in the Pine Meadows Mobile Home Subdivision shall be entitled to membership in this Association upon payment to the Association the annual maintenance fee as set by the Association. The Association further agrees that membership rights shall be transferred with property and that each property owner in said mobile home subdivision shall be entitled to one vote for each lot owned in the Pine Meadows Mobile Home Subdivision. The Association may provide for the extension of membership privileges for the use of swimming pool and recreation facilities to non-property owners upon such terms and conditions as the Association shall deem appropriate and in conformity with the other provisions of this agreement.

(4) The Association agrees that in the event that the Association shall fail to comply with any of the terms and provisions of this agreement the Corporation may at its option upon sixty (60) days written notice to the Association rescind this contract and rescind the warranty deed conveying the aforesaid property and the property and all rights herein conveyed to the Association shall revert to the Corporation in fee simple and the Association shall have no further interest, right or title in said property.

(5) It is agreed that this Declaration of agreement shall be binding upon all successors and assigns of the parties.

(6) All notices required herein, or correspondence concerning this agreement shall be mailed to the respective parties at the addresses given below, provided that either party may change its notice address by giving the other party ten (10) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date first above written.

OAK RIDGE DEVELOPMENT CORPORATION

BY: [Signature]

NOTICE ADDRESS:

140 Bus Terminal Rd.

Oak Ridge, Tennessee 37830

PINE MEADOWS OWNERS ASSOCIATION, INC.

BY: [Signature]

NOTICE ADDRESS:

Rt. 4, Clinton Tenn. 37716

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STATE OF TENNESSEE

COUNTY OF ANDERSON

Before me, George W. Ridenour, Jr., a Notary Public of  
the state and county aforesaid, personally appeared R.N. Lyon  
\_\_\_\_\_, with whom I am personally acquainted, and who,  
upon oath, acknowledged himself to be the President  
of the Oak Ridge Development Corporation, the within named bargainor,  
a corporation, and that he as such President, being  
authorized so to do, executed the foregoing instrument for the purposes  
therein contained, by signing the name of the corporation by himself  
as President.

Witness my hand and official seal at office this 30 day of

June, A.D. 1970.

My Commission Expires: 1-17-72

George W. Ridenour, Jr.  
Notary Public



STATE OF TENNESSEE

COUNTY OF ANDERSON

Before me, George W. Ridenour, Jr., a Notary Public of  
the state and county aforesaid, personally appeared John W. Hagan,  
with whom I am personally acquainted, and  
who, upon oath, acknowledged himself to be the President  
of the Pine Meadows Owners Association, Inc., the within named bargainor,  
a corporation, and that he as such President, being  
authorized so to do, executed the foregoing instrument for the purposes  
therein contained, by signing the name of the corporation by himself  
as President.

Witness my hand and official seal at office this 30 day of

June, A.D. 1970.

My Commission Expires: 1-17-72

George W. Ridenour, Jr.  
Notary Public





should be returned to full ownership of said property in fee simple without further hindrance or claim by the defendant therein.

It is therefore ORDERED, ADJUDGED AND DECREED that the plaintiff is entitled to have the deed referred to in his complaint voided and recinded as prayed and said warranty deed from the Oak Ridge Development Corporation to Pine Meadows Owners Association, Inc. conveying Lot No. 143 of the Pine Meadows Mobile Home Subdivision as shown by plat of said subdivision prepared by Crouch and Adams, Engineers on August 18, 1969 and recorded in Plat Book 8, pages 47 and 49 in the Register of Deeds Office of Anderson County, Tennessee is hereby decreed to be recinded and declared void and of no other effect, and the defendant, Pine Meadows Owners Association, Inc. is decreed to have no right, title or interest either in law or equity to the afore described property and is hereby permanently enjoined from making any claim against said property or otherwise hindering the Oak Ridge Development Corporation from exercising its full rights of ownership of the afore described property.

It is further ORDERED, ADJUDGED AND DECREED that all the rights and title that the defendant, Pine Meadows Owners Association, Inc. may have in the afore described property be divested out of said corporation and vested in the plaintiff, Oak Ridge Development Corporation, and that upon application of the plaintiff herein, a writ of possession issue, if necessary, to put the plaintiff in full possession of said property and every part thereof.

It is further ORDERED, ADJUDGED AND DECREED that the defendant shall pay all the cost of this cause, for which an execution will issue if necessary.

This the 17th day of August, 1972.

APPROVED:

S/ L. W. Radtke, Jr.  
Attorney for Plaintiff

S/ Roland Prince  
JUDGE

## OFFICE OF CLERK AND MASTER

Chancery Court—Anderson County, Texas—Equity Court

I, J. E. Lawson, Clerk of Equity Court, do hereby certify that the foregoing is  
a true, perfect and complete copy of the Judgment  
of said Court, pronounced at its August term, 1972, in the case of  
Oak Ridge Development Corp. against Pine Meadows Owners Association, Inc.  
as appears of record now on file in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the  
seal of the Court, at office in Clinton, on this  
the 15th day of September, 1972

J. E. Lawson Clerk  
By \_\_\_\_\_ D. C.



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
**State of Tennessee**  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

### Filing Information

Name: **PINE MEADOWS OWNERS ASSOCIATION, INC.**

#### General Information

**SOS Control #** 000081915  
**Filing Type:** For-profit Corporation - Domestic  
**Status:** 07/24/1970 4:30 PM  
**Duration Term:** Inactive - Dissolved (Administrative)  
Perpetual  
**Formation Locale:** TENNESSEE  
**Date Formed:** 07/24/1970  
**Fiscal Year Close** 7

#### Registered Agent Address

MR DON WOULLARD  
140 BUS TERMINAL ROA  
OAK RIDGE, TN 37830

#### Principal Address

1307 DIVISION ST  
NASHVILLE, TN 37203

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
07/23/1984	Dissolution/Revocation - Administrative	482 03004
07/24/1970	Initial Filing	BC02P2795

#### Active Assumed Names (if any)

<u>Date</u>	<u>Expires</u>
-------------	----------------

4/18/2023 1:58:31 PM

**Exhibit 7**

0755

434

This instrument prepared by: George W. Ridenour, Jr.  
RIDENOUR & RIDENOUR, ATTORNEYS-AT-LAW  
COURTHOUSE SQUARE, CLINTON, TENNESSEE 37716

**TRANSFERRED**  
JUN 4 1973  
BY CARL J. IRWIN  
PROPERTY ASSESSOR

# Warranty Deed

This instrument, Made this 31 day of May, A.D. 1973, between

OAK RIDGE DEVELOPMENT CORPORATION, a Tennessee Corporation

of Anderson County in the State of Tennessee of the first part, and

ELJAY CORPORATION, a Tennessee Corporation of the second part,  
of Blount County Tennessee

Witnesseth: That the said part Y of the first part, for and in consideration of the sum of One Hundred and Fifty Seven Thousand Four Hundred and no/100 Dollars (\$157,400.00) and other good and valuable considerations,

Received for Record this 8 day of June, 1973, at 8:30 o'clock A.M.  
Carl J. Irwin, Register

to it In hand paid by the said part Y of the second part, the receipt of which is hereby acknowledged, he is granted, bargained, sold and conveyed, and do es hereby grant, bargain, sell and convey unto the said part Y of the second part, the following described premises, to wit, situate in District No.: One of Anderson County, Tennessee and more particularly described as follows:

Being Lots 3, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 50, 51, 52, 54, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 72, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 86, 87, 88, 89, 90, 91, 93, 94, 95, 98, 99, 100, 101, 102, 103, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 119, 121, 123, 124, 127, 128, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 145, 147, 152, 153, and 154 of Pine Meadows Mobile Home Subdivision as shown by plat of said subdivision prepared by Crouch and Adams, Engineers, recorded in Plat Book 8, pages 47 and 49 and as revised in Plats prepared by Crouch and Adams, Engineers, recorded in Plat Book 8, pages 133 and Plat Book 9, page 31 in the Register of deeds Office of Anderson County, Tennessee.

This being a portion of that property conveyed to Oak Ridge Development Corporation by Harvey H. Acuff et ux by Warranty Deed dated January 31, 1937 and recorded February 3, 1967 in Book of Deeds M, Volume 9, page 487 in the Register of Deeds Office of Anderson County, Tennessee.

This conveyance is made subject to the following conditions, limitations and provisions:

(1) The First Utility District has heretofore been granted an easement 20 foot in width for ingress and egress to Lot 150 across and over Lot 145 of said subdivision across and along the western boundary of Lot 145 and as more particularly set forth on the plat recorded in aforesaid Plat Book 8, page 47 and 49.

I, or we, hereby swear, or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$157,400.00, which amount is equal to or greater than the amount which the property transferred would command at a public and voluntary sale.

Subscribed and sworn to before me this the 31 day of May, 1973.

My commission expires 10/28/73.

Exhibit 8

(2) Greendale Homesites, Inc. has heretofore been granted an easement across and over Lot 145 to Lot 150 for installation and maintenance of a sewer line and as more particularly described in that agreement recorded in Trust Book 345, ~~XXXXXXX~~ page 81 in the Register of Deeds Office of Anderson County, Tennessee.

(3) The lease and rental agreements pertaining to the aforesaid Lots as set forth in the agreement between these parties dated April 26, 1973, which are hereby assigned by party of the first part to party of the second part, party of the second part assuming all rights, duties and obligations imposed upon party of the first party by said lease and rental agreements.

(4) The Restrictive Covenants upon said subdivision as recorded in Book of Deeds J, Vol. 10, page 315 in the Register of Deeds Office of Anderson County, Tennessee.

(5) All easements, restrictions, covenants and reservations applicable to said property as shown on the aforesaid plats of record.

Anderson County State Tax on  
Transfers and Mortgages (Item 5,  
General Revenue Act)

Transfer Tax

\$409.24

Mortgage Tax

Register's Fee

Total Paid

Receipt No.

Received by

Date

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein:

To Have and to Hold the said premises to the said part y of the second part, its heirs and assigns forever.

And the said part Y of the first part, for itself and for its

heirs, executors, and administrators, do es hereby covenant with the said part y of the second part, its

heirs, and assigns, that it is lawfully seized in fee-simple of the premises above conveyed, and

it has full power, authority, and right to convey the same; that said premises are free from all encumbrances

except those hereinbefore set forth and the 1973 Anderson County property taxes which the party of the second part assumes and agrees to pay.

and that it will forever warrant and defend the said premises and the title thereto against the lawful

claims of all persons whatsoever.

In Witness Whereof the said part y of the first part has hereunto set its

hand and seal the day and year first above written.

OAK RIDGE DEVELOPMENT CORPORATION

BY:

President

Signed, sealed, and delivered in presence of:

STATE OF \_\_\_\_\_ }  
County \_\_\_\_\_ }

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Personally appeared before me, \_\_\_\_\_, a Notary Public in and for  
said County, the within named bargainors \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the within instrument for the  
purposes therein contained.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_  
My Commission Expires \_\_\_\_\_, 19 \_\_\_\_ Notary Public.

STATE OF \_\_\_\_\_ }  
County \_\_\_\_\_ }

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for  
said County, the within named bargainors \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the within instrument for the  
purposes therein contained.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_  
My Commission Expires \_\_\_\_\_, 19 \_\_\_\_ Notary Public.

STATE OF \_\_\_\_\_ }  
County \_\_\_\_\_ }

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for  
said County, the within named bargainors \_\_\_\_\_

with whom I am personally acquainted, and who acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the within instrument for the  
purposes therein contained.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_  
My Commission Expires \_\_\_\_\_, 19 \_\_\_\_ Notary Public.

STATE OF Tennessee }  
Anderson County }

Before me, Ralph E. Havin, Jr., a Notary Public of the state and county

aforesaid, personally appeared John H. Gibbons, with whom

I am personally acquainted, and who, upon oath, acknowledged himself to be the President

\_\_\_\_\_ of the Oak Ridge Development Corporation

\_\_\_\_\_, the within named bargainor, a corporation, and that he as such President

\_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein

contained, by signing the name of the corporation by himself as President

Witness my hand and official seal at office this 31 day of May, A.D. 19 23

My Commission Expires 25/12/27, 19 28 Ralph E. Havin, Jr. Notary Public.

436

JUNE 2, 1977

INTENT TO DISSOLVE, VOLUME 3, PAGE 6131

STATEMENT OF INTENT TO DISSOLVE  
OAK RIDGE DEVELOPMENT CORPORATION  
BY ACT OF THE CORPORATION

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1002 of the Tennessee General Corporation Act, the undersigned corporation submits the following statement of intent to dissolve the corporation by act of the corporation.

1. The name of the corporation is Oak Ridge Development Corporation.

Oak Ridge Development Corporation received its Charter on September 21, 1959, as shown in Corporation Record Book Miscellaneous A-39, page 1829, and was subsequently filed by the Anderson County Register of Deeds at Charter Book 3, page 493, on November 12, 1959.

2. The names of its officers and directors are set forth in Exhibit A, attached hereto and made a part hereof, which is a letter from Oak Ridge Development Corporation to Arnold G. Cohen dated April 29, 1977. All individuals listed as officers in Exhibit A are likewise directors of the corporation.

3. A resolution to dissolve Oak Ridge Development Corporation was duly adopted at a meeting of the shareholders on April 27, 1977, a copy of which is attached hereto as Exhibit B and made a part hereof.

DATED May 16, 1977.

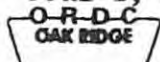
OAK RIDGE DEVELOPMENT CORPORATION  
BY: John W. T. Dabbs  
JOHN W. T. DABBS, PRESIDENT

This instrument prepared by: Arnold G. Cohen  
BERNSTEIN, DOUGHERTY & SUSANO  
1200 Hamilton Branch Building  
Knoxville, Tennessee 37902

EST 77 JUN -2 PM 3-27

**Exhibit 9**

JUNE 2, 1977



INTENT TO DISSOLVE, VOLUME 3, PAGE 6132  
**OAK RIDGE DEVELOPMENT CORPORATION**

P. O. BOX 401  
OAK RIDGE, TENNESSEE  
37830

April 29, 1977

Arnold G. Cohen  
Bernstein, Dougherty & Susano  
1200 Hamilton Nat'l Bank  
Knoxville, Tennessee 37902

Gentlemen:

In connection with our dissolution and for your information,  
the present officers and directors of OAK RIDGE DEVELOPMENT CORPOR-  
ATION are as follows:

Chairman of the Board:	John H. Gibbons Sassafras Hill, Rt. 4 Concord, TN 37720
President:	John W. T. Dabbs 106 Osage Road Oak Ridge, TN 37830
Exec. Vice-President:	W. B. Burgess 116 Berwick Drive Oak Ridge, TN 37830
Secretary:	Dr. H. A. Levy 116 Meadow Road Oak Ridge, TN 37830
Treasurer:	Ward E. Foster 103 Orchard Circle Oak Ridge, TN 37830
Directors:	W. W. Pugh 106 Orchard Circle Oak Ridge, TN 37830  T. D. Young 123 Balboa Circle Oak Ridge, TN 37830

Very truly yours,

*John W. T. Dabbs*  
John W. T. Dabbs, President

1977 JUN -2 PM 3:27

ps

INDUSTRIAL SITES IN THE WORLD'S ATOMIC ENERGY CENTER

EXHIBIT A

RESOLUTION OF SHAREHOLDERS  
OF OAK RIDGE DEVELOPMENT CORPORATION  
ADOPTING PLAN OF DISSOLUTION AND LIQUIDATION

WHEREAS, a Certificate of the Articles of Incorporation of Oak Ridge Development Corporation was filed by the Secretary of State of the State of Tennessee on September 21, 1959, in Corporation Record Book Miscellaneous A-39, page 1829, and was subsequently filed by the Anderson County Register of Deeds at Charter Book 3, page 493;

WHEREAS, Oak Ridge Development Corporation was formed for the purpose of acquiring land from the United States of America and engaged in the development, subdivision, and sale of land in Anderson County, Tennessee, for profit and in accordance with the government's plan to aid the growth and development of Anderson County, Tennessee;

WHEREAS, over the years the corporation has realized profits and losses and has disposed of most of the land acquired from the government in furtherance of its purposes;

WHEREAS, it appears that the time is nearing for the corporation to wind up its affairs, to reap its last rewards on behalf of its shareholders, and to provide for relieving its officers and directors of ongoing duties and responsibilities; and

WHEREAS, the Board of Directors of the corporation, after due consideration and study have recommended that Oak Ridge Development Corporation liquidate its assets in accordance with Section 337 of the Internal Revenue Code and that the corporation be dissolved;

NOW, THEREFORE, BE IT RESOLVED by the shareholders of Oak Ridge Development Corporation as follows:

1. The officers of the corporation shall take such steps as may be necessary or appropriate to dissolving the corporation in accordance with the Tennessee General Corporation Act including the filing of a Statement of Intent to Dissolve by act of the corporation, the preparing and filing of appropriate franchise and excise tax returns and the filing of Articles of Dissolution.

2. The officers shall attempt to liquidate the assets of the corporation in accordance with Section 337 of the Internal Revenue Code and shall file Treasury Department form 966. The officers of the corporation are authorized and directed to sell all of the remaining assets of the corporation within 12 months from the date of the adoption of this resolution. They shall sell substantially all of the corporation's land held for sale in the ordinary course of business to one person within such 12 month period. If the officers are unable to sell any assets as set forth above upon prices, terms, and conditions they deem appropriate, then such assets shall be distributed to the trustees of the "QRDC Former Shareholders Trust" as set forth in this resolution; and the officers shall comply with Section 337 in making such distributions.

1977 JUN -2 PM 3:27

EXHIBIT B p. 1 of 3

5. The officers of the corporation shall pay and discharge all debts, expenses, and obligations of the corporation or shall make adequate provision for the satisfaction of them. Such adequate provision shall include the establishment of reserves for both known obligations and contingent obligations. The officers shall be mindful that there are a large number of shareholders of the corporation and that governmental authorities or other creditors may proceed selectively against some shareholders in the event of subsequent assessment of taxes or failure to pay obligations. The officers shall attempt to avoid such unfairness by including in such reserves adequate provision for payment of taxes, remote contingent obligations and interests thereon, whether arising in connection with this dissolution and liquidation or with any other obligation of the corporation.

6. The officers shall file such federal corporate income tax returns as may be necessary or appropriate. The officers shall file Treasury Department forms 1096 and 1099 as may be appropriate on or before February 28, 1978, and on or before February 28 of each succeeding year as required by applicable Treasury Department regulations.

7. The officers may request of Internal Revenue Service and any other governmental authority that prompt assessment of taxes be made with a view toward accelerating the statute of limitations upon the assessing of tax liabilities and with a view toward reasonably early distribution of reserves for the payment of liabilities on behalf of the corporation.

8. The officers are authorized and directed to take such steps and to execute such documents and instruments as may be necessary or appropriate to carrying out this resolution.

1977 JUN -2 PM 3 27

EXHIBIT B p. 3 of 3

INTENT TO DISSOLVE, VOLUME 3 , PAGE 6136

I, GENTRY CROWELL, Secretary of State, do hereby  
certify that the within and foregoing instrument,  
with certificate attached, the foregoing of which  
is a true copy, was this day registered and certi-  
fied to by me.

This 2nd day of June 19 77.

GENTRY CROWELL

SECRETARY OF STATE

FEE: \$5.00

SURRENDERED JUNE 5, 1978

10024 00059

ARTICLES OF DISSOLUTION OF OAK  
RIDGE DEVELOPMENT CORPORATION

Pursuant to the provisions of Section 48-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

1. The name of the corporation is Oak Ridge Development Corporation.

2. A statement of intent to dissolve Oak Ridge Development Corporation was received and recorded by the Secretary of State of the State of Tennessee on June 2, 1977, pursuant to Section 48-1002 of the Tennessee General Corporation Act. Said statement of intent has been recorded in the office of the Register of Anderson County, Tennessee at Charter Book 13, page 333. Said statement of intent to dissolve is hereby incorporated in these articles by this reference as if fully set forth herein.

3. All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor as described below. Further, there are no suits pending against the corporation in any Court.

4. Pursuant to the resolution of shareholders set forth in the said statement of intent to dissolve, the corporation has proceeded to sell substantially all of its land held for sale in the ordinary course of business and to sell such other assets as deemed practicable. Substantial sums of cash have been distributed directly to shareholders. Remaining assets of the corporation have been transferred and distributed to the Oak Ridge Development Corporation former shareholders trust dated April 1, 1978, between the corporation and Henri A. Levy, Ward E. Poster, and <sup>W. W. Pugh, Jr.</sup> ~~J. T. Howe~~, all of Anderson County, Tennessee, who are designated therein as Trustees. Generally said trust provides that the Trustees will collect all remaining assets and income due the corporation and to make distribution of the same to the shareholders after payment of all

Exhibit 10

SURRENDERED JUNE 5, 1978

1 1 0 2 4 0 0 0 4 0

remaining debts, expenses, and obligations of Oak Ridge Development Corporation and of the trust.

Dated April 1, 1978.

OAK RIDGE DEVELOPMENT CORPORATION

BY: John W. T. Dabbs  
John W. T. Dabbs, President

Attest:

Henri A. Levy  
Dr. Henri A. Levy, Secretary

This instrument prepared by:

Bernstein, Dougherty & Susano  
1200 United American Bank Building  
Knoxville, Tennessee 37902

1 0 0 2 4 0 0 0 9 1

SURRENDER BOOK VOLUME , PAGE

I, GENTRY CROWELL, Secretary of State, do  
hereby certify that the within and foregoing instrument,  
with certificate attached, the foregoing of which is  
a true copy, was this day registered and certified by  
me.

This 5th day of JUNE 19 78

GENTRY CROWELL

SECRETARY OF STATE

FEE: \$10.00

Trust file

ASSIGNMENT OF A PROMISSORY NOTE AND DEED OF TRUST 6.00 fee

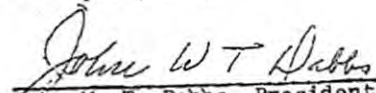
WHEREAS, Oak Ridge Development Corporation, of Anderson County, Tennessee, is the owner and holder of a certain negotiable promissory note, executed by Emory Valley Corporation on the 20th day of May, 1977, in the amount of \$135,580.00 plus 7% interest, secured by a deed of trust of even date therewith, on real estate, which deed of trust is of record in the Register's Office of Anderson County, Tennessee, in trust book 418, page 29, to which special reference is here made; and

WHEREAS, Oak Ridge Development Corporation is in the process of dissolution by order of its shareholders; and

WHEREAS, Oak Ridge Development Corporation Former Shareholders Trust has been established on this date for the purpose of receiving all properties owned by Oak Ridge Development Corporation on behalf of, and for the benefit of, former Shareholders of the Corporation.

NOW, THEREFORE, in consideration of the sum of \$ 1.00 this day paid by said Oak Ridge Development Corporation Former Shareholders Trust of Anderson County, Tennessee, to Oak Ridge Development Corporation, the owner and holder of said note, the receipt of which is hereby acknowledged, the said Oak Ridge Development Corporation does hereby assign, transfer and sell unto the said Oak Ridge Development Corporation Former Shareholders Trust, said note, and said deed of trust securing the same, and all interest herein.

IN WITNESS WHEREOF, said John W. T. Dabbs, President of Oak Ridge Development Corporation, has hereunto set his signature, this the 1st day of April, 1978.

  
John W. T. Dabbs, President  
Oak Ridge Development Corporation

This instrument prepared by:

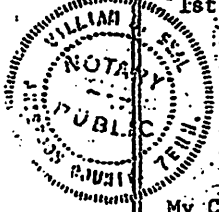
James M. Ramsey, Atty.  
Clinton, Tennessee 37716

Exhibit 11

STATE OF TENNESSEE  
COUNTY OF ANDERSON

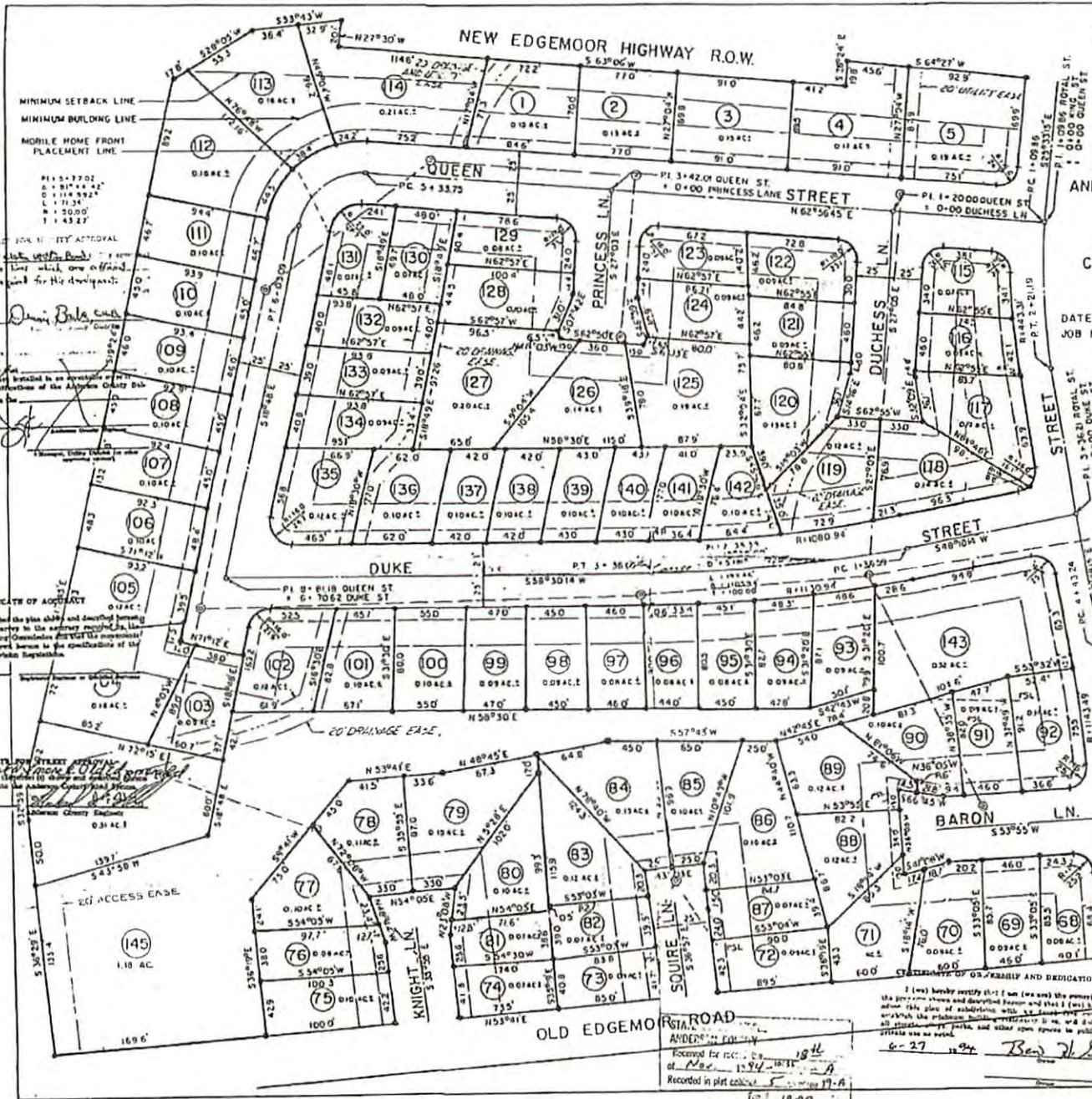
Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared John W. T. Dabbs, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Oak Ridge Development Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by John W. T. Dabbs as President of Oak Ridge Development Corporation.

Witness my hand and official seal at office this the  
1st day of April, 1978.



William R. Beal  
NOTARY PUBLIC

My Commission Expires: My Commission Expires October 28, 1978



PINE MEADOWS  
ANDERSON COUNTY, TENNESSEE

PREPARED BY  
CROUCH & ADAMS ENGINEERS  
OAK RIDGE, TENNESSEE

SCALE: 1" = 50'  
DATE: 8-18-69 DRAWN BY: BSM, JK  
JOB NO. 67023 DWG. NO. 20-2869-1

LEGEND

Private Sewer Lateral	--- PSL
Iron Pin Property Corner	—
Street Control Point	—
Control Monument	—
Easement Line	—
Sanitary Sewer Line	—
Open Ditch	—
Min. Ditch Line	—
Number of Lots (Total)	147
Total Acreage Developed	29.4 AC.
Mobile Home Front Placement Line	—

GRAPHIC SCALE  
0 50 100 150  
Deed Reference - 119 487  
OWNER

OAK RIDGE DEVELOPMENT CORP.  
140 BUS TERMINAL ROAD  
OAK RIDGE, TENNESSEE

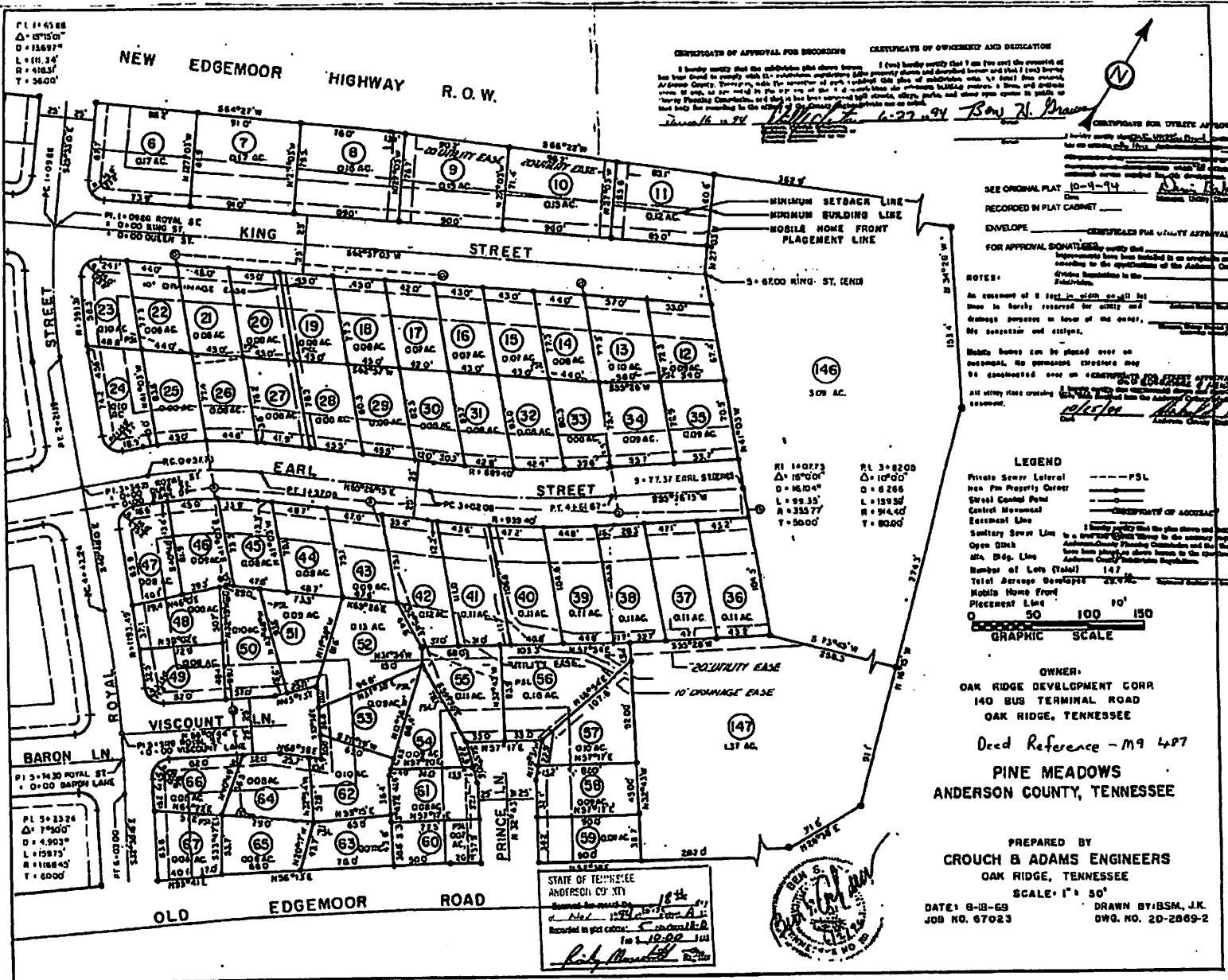
NOTES:  
An easement of 5 feet in width on all lot lines is hereby reserved for utility and drainage purposes in favor of the owner, his successors and assigns.

Mobile homes can be placed over an easement. No permanent structure may be constructed over an easement. All utility lines crossing lots have a 10' easement.

SEE ORIGINAL PLAT  
RECORDED IN PLAT CABINET  
ENVELOPE  
FOR APPROVAL SIGNATURES

119 487  
CROUCH & ADAMS  
ENGINEERS  
OAK RIDGE, TENN.  
8-27-69

OLD EDMOND ROAD  
RECORDED IN PLAT CABINET  
ENVELOPE  
FOR APPROVAL SIGNATURES  
8-27-69  
R. J. M...



CERTIFICATE OF APPROVAL FOR RECORDATION

I hereby certify that the subdivision shown herein is in accordance with the provisions of the Anderson County Ordinance of 1927, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I hereby certify that I am the owner of the land shown herein, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee.

CERTIFICATE FOR UTILITY APPROVAL

I hereby certify that the subdivision shown herein is in accordance with the provisions of the Anderson County Ordinance of 1927, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee, and that I am duly qualified to perform the duties of a Surveyor for the County of Anderson, Tennessee.

SEE ORIGINAL PLAT 10-4-94  
RECORDED IN PLAT CABINET

ENVELOPE CERTIFIED FOR UTILITY APPROVAL

FOR APPROVAL, DONATIONS, and improvements have been included in an appropriate manner and according to the provisions of the Anderson County Ordinance of 1927.

NOTES:  
An easement of 8 feet in width on all lot lines is hereby reserved for utility and drainage purposes in favor of the owner. No occupation and obstructions.  
Mobile homes can be placed over an easement. No permanent structures may be constructed over an easement.  
All utility lines crossing the land shown herein have been located and shown on this plat.

LEGEND

- Private Sewer Lateral --- PSL
  - Iron Pin Property Corner
  - Street Control Point
  - Control Measurement
  - Easement Line
  - Utility Service Line
  - Open Ditch
  - Highway Right of Way
  - Number of Lots (Total)
  - Total Acreage (Acres)
  - Mobile Home Front Placement Line
- GRAPHIC SCALE  
0 50 100 150

OWNER:  
OAK RIDGE DEVELOPMENT CORP  
140 BUS TERMINAL ROAD  
OAK RIDGE, TENNESSEE

Deed Reference - M9 497

PINE MEADOWS  
ANDERSON COUNTY, TENNESSEE

PREPARED BY  
CROUCH & ADAMS ENGINEERS  
OAK RIDGE, TENNESSEE

DATE: 8-18-69  
JOB NO. 67023  
SCALE: 1" = 50'  
DRAWN BY: BSM, J.K.  
DWG. NO. 2D-2869-2

STATE OF TENNESSEE  
ANDERSON COUNTY  
Recorded for recordation  
Recorded in plat cabinet  
10-4-94  
10-4-94  
10-4-94

OCTOBER 21, 1968

PAGE 269

Squire Leinart moved that Strolling Road be taken into the County Road System. Seconded by Squire George. Carried on voice vote.

Squire George moved for the Court to give a letter of intent to take into the County Road System the roads in the 19 acres which is known in Preliminary Plat, Pine Meadows. Seconded by Squire Leinart. Carried on voice vote. *What happened?*

Squire Leinart moved that Ridgeview Road be taken into County Road System. Seconded by Squire Hayes. Carried on voice vote.



**User Name:** Rachel Comunal

**Date and Time:** Tuesday, April 18, 2023 3:12:00PM EDT

**Job Number:** 195214241

**Document (1)**

1. [Tenn. Code Ann. § 54-14-117](#)

**Client/Matter:** -None-

## **Tenn. Code Ann. § 54-14-117**

Current through Chapter 60 of the 2023 Regular Session. The commission may make editorial changes to this version and may relocate or redesignate text. Those changes will appear on Lexis Advance after the publication of the certified volumes and supplements. Pursuant to TCA sections 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code. Until the annual issuance of the certified volumes and supplements, references to the updates made by the most recent legislative session should be to the Public Chapter and not TCA.

***TN - Tennessee Code Annotated > Title 54 Highways, Bridges And Ferries > Chapter 14 Private Roads***

### **54-14-117. Easement belongs to owners of lands benefited — Reversion when not used.**

---

The easement or right-of-way shall belong to the owners of the lands benefited by the easement or right-of-way, and continue as long as the easement or right-of-way is used and maintained by them, their heirs or assigns, but upon the easement or right-of-way falling into nonuse or when the easement or right-of-way is not maintained or kept up, it shall cease and the original owner or owners of the servient land, their heirs or assigns may take possession of the easement or right-of-way to the exclusion of all other parties.

### **History**

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Acts 1921, ch. 75, § 3; Shan. Supp., § 1634a15; Code 1932, § 2761; T.C.A. (orig. ed.), § 54-1917.

Annotations

### **Case Notes**

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#### **NOTES TO DECISIONS**

##### **1. In General.**

An easement could be granted by a county court (now general sessions court) in a partition action. *Edminston Corp. v. Carpenter*, 540 S.W.2d 260, 1976 Tenn. App. LEXIS 243 (Tenn. Ct. App. 1976)

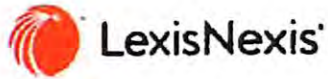
Tenn. Code Ann. § 54-14-117

TENNESSEE CODE ANNOTATED  
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End of Document

Rachel Comunal



**User Name:** Rachel Comunal

**Date and Time:** Tuesday, April 18, 2023 3:57:00PM EDT

**Job Number:** 195220196

**Document (1)**

1. [\*Vaughn v. Brewer, 2010 Tenn. App. LEXIS 560\*](#)

**Client/Matter:** -None-

**Search Terms:** maintenance of private road

**Search Type:** Natural Language

**Narrowed by:**

**Content Type**  
Cases

**Narrowed by**  
Court: State Courts > Tennessee

## Vaughn v. Brewer

Court of Appeals of Tennessee, At Knoxville  
July 8, 2010, Session; August 23, 2010, Filed  
No. E2009-02288-COA-R3-CV

### Reporter

2010 Tenn. App. LEXIS 560 \*; 2010 WL 3307075

LYLE DOUGLAS VAUGHN, et al., v. DARRELL  
BREWER, et al.

**Subsequent History:** Decision reached on appeal by  
[Vaughn v. Hawkins County, 2013 Tenn. App. LEXIS  
459 \(Tenn. Ct. App., July 16, 2013\)](#)

**Prior History:** [\*1] *Tenn. R. App. P.3* Appeal as of  
Right; Judgment of the Chancery Court Affirmed.  
Appeal from the Chancery Court for Hawkins County.  
No. 14602. Hon. Thomas R. Frierson, II., Chancellor.

**Disposition:** Judgment of the Chancery Court Affirmed.

### Core Terms

dedication, roadway, county road, public road, public  
use

**Counsel:** Thomas F. Bloom, Nashville, Tennessee, for  
the appellants, Darrell Brewer and Lorraine Brewer.

William S. Nunnally and John T. Milburn Rogers,  
Greeneville, Tennessee, for the appellees, Lyle Douglas  
Vaughn, Syble (Vaughn) Trent, Andrew J. Shanks and  
wife, Jean Shanks, and Phillip Shanks and wife,  
Barbara Shanks.

**Judges:** HERSCHEL PICKENS FRANKS, P.J.,  
delivered the opinion of the Court, in which CHARLES  
D. SUSANO, JR., J., and D. MICHAEL SWINEY, J.,  
joined.

**Opinion by:** HERSCHEL PICKENS FRANKS

### Opinion

This action was brought to determine whether a  
roadway that serves the plaintiff and certain of the  
defendants is a public or private road. The Trial Court,

after hearing the evidence, declared the road to be a  
private road. On appeal, we affirm.

### OPINION

Plaintiffs brought this action seeking *inter alia* a  
declaratory judgment that the private lane known as  
"Brewer Road" was not a public road. Defendants  
named are Hawkins County and the Brewers, also  
owners of property along the disputed roadway.

Plaintiffs [\*2] alleged that they had maintained the road  
in question until the Hawkins County Road Department  
began infrequently trespassing on the road in the mid  
1980's. Plaintiffs alleged the road has always been  
private and has never been dedicated as a public road,  
and only served the property of the plaintiffs and the  
Brewers.

Plaintiffs further asserted the County improperly  
included Brewer Road on its road list in certain years in  
violation of the notice requirements in [Tenn. Code Ann.  
§ 54-10-103\(b\)](#), and that this was done as part of a  
conspiracy between the Brewers and certain County  
officials to benefit the Brewers at the cost of the public.

After motions to dismiss were filed and denied and the  
case was put at issue, the Trial Court conducted an  
evidentiary hearing. Numerous witnesses testified and  
numerous exhibits were filed and the Court entered  
Judgment on November 30, 2009, incorporating the  
Court's Memorandum Opinion by reference. The Court  
ruled that Brewer Road was not now nor had it ever  
been a public road nor a county road. The Court, in its  
Memorandum Opinion, explained:

The Court has carefully considered the testimony of  
the parties and witnesses with an aim toward  
determining [\*3] whether over the course of  
several years an offer and acceptance of dedication  
ever occurred. Based upon the foregoing analysis

and considering the factual background of the instant action, this Court determines that at no time have Plaintiffs, Defendants Brewer or any of their predecessors in title formally declared an appropriation of the "lane" or Brewer Road to Hawkins County, Tennessee for use by the public. As such, an express dedication of private property to public use has not been accomplished.

With reference to whether an implied offer of dedication of the roadway in question for public use was made, the Court determines that the Defendants who posit that Brewer Road is a public road have failed to clearly and unequivocally prove that any landowners have intended to permanently part with the land and vest it in the public, see *Cole v. Dych*, 535 S.W.2d 315 (1976). The evidence supports a determination that the affected landowners simply acquiesced in the public's use of "the lane" or Brewer Road as a thoroughfare for sporadic use generally related to the Hawkins County Poor Farm and its cemetery. This Court, therefore, concludes that an implied offer of dedication of Brewer [\*4] Road for public use has not occurred.

The Court then ruled that the road was a private right-of-way available for the use of all the parties and that the bridge over Big Creek was not a public improvement and was privately owned. Finally, that there had been no inverse condemnation or taking of plaintiffs' property by the County, but that the County was immune for claims for monetary damages or trespass.

The issue on appeal is whether the evidence preponderates against the Trial Court's finding that Brewer Road is a private road and that the Brewer Road bridge is privately owned.

Appellants argue that the evidence preponderates against the Trial Court's finding, but it is clear from reviewing the evidence in this case, that most of the witnesses, including disinterested third parties, testified that Stanley Valley Road was in the same place that it had been since the 20's, and that Brewer Road was also in the same place that it had been since that time, and that the two were completely different roads. Further, the road maps going back to 1939 showed the position of Stanley Valley Road consistently.

The only question regarding an "old" Stanley Valley Road seemed to arise from a deed description [\*5] that stated "old" Stanley Valley Road (with a lowercase "o") and then later mentioned a "new road", but Mr. Shanks

explained that he thought the "new road" being referred to was George Allen Road, which was new at that time, and which comported with the rest of the deed description. There was no clear evidence introduced to show that Stanley Valley Road had ever changed position or that somehow Brewer Road was a portion of the old Stanley Valley Road. The evidence does not preponderate against the Trial Court's finding on this issue. *Tenn. R. App. P. 13(d)*.

Appellants also argue that since Brewer Road appeared on the first published road list for Hawkins County in 1987, and had been maintained by the County at least since the 80's, this makes it a county road. Simply calling a road a county road, however, does not fulfill the requirements to establish a public way.

The Trial Court found, a public roadway must be either dedicated to public use, or it must be statutorily established. The Trial Court further found there was no proof of an express dedication of the road at any time by the Brewers or their predecessors, and certainly not by the adjoining landowners whose property it traverses.

[\*6] In order to establish an implied dedication, there must be a showing that the owner clearly and unequivocally intended "to permanently part with the land and vest it in the public." *Jackson v. Byrn*, 216 Tenn. 537, 393 S.W.2d 137 (Tenn. 1965).

To determine whether a property owner intended to dedicate the land, the Court is to consider whether the owner acquiesced in the public's use of the property as a thoroughfare, whether the public maintained the roadway, and whether the public has used the roadway for an extended period of time. *Cole v. Dych*, 535 S.W.2d 315 (Tenn. 1976). The Court must also determine whether the road has been accepted by public use, which requires a showing of some public act by the county or common use by the general public. *West Meade Homeowners Ass'n., Inc. v. WPMC, Inc.*, 788 S.W.2d 365 (Tenn. Ct. App. 1989).

In this case, there was evidence that the Brewers apparently acquiesced in the road being used by the public, but the other property owners clearly did not. While the County had done some maintenance on the road, it had been done without the other property owners' permission, and they had objected whenever they were aware of any intrusion by the County. Further, the public [\*7] did not use the road, as it only led to the Brewers' property, and while there was testimony of sporadic use of the road to reach the county cemetery as stated by Mr. Brewer, other witnesses (including his

wife) testified that the roadway was mainly used just by the property owners, with the exception of invitees. There is no clear evidence to support a finding that all of the owners acquiesced in and evidenced an intent that this roadway be public. The Trial Court did not err in ruling to the contrary.

The Trial Court also found that the road had not been statutorily established pursuant to Tenn. Code Ann. § 54-10-101 et seq., which requires that a road cannot be added to or deleted from the county road list without notice to interested parties. See Tenn. Code Ann. § 54-10-202. Moreover, there was no evidence that the County ever gave notice or held a hearing before adopting the official road map pursuant to Tenn. Code Ann. § 54-18-205 and 207.

The uncertain status of Brewer Road is further demonstrated by the County resolution adopted in June 2001, which recognized that Brewer Road may or may not be a public road, and that it does not meet the County's established requirements for [\*8] a county road, and should be removed from the county road list due to this fact. This is also demonstrated by the right of way language placed in the Brewers' deed, as a public road would not need to be established by a right of way. The proof supports the Trial Court's findings that Brewer Road is a private lane that benefits the Brewers and other adjoining landowners, and is not a public road.

The Judgment of the Trial Court is affirmed and the cost of appeal is assessed to Darrell and Lorraine Brewer.

HERSCHEL PICKENS FRANKS, P.J.

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End of Document

**MEMORANDUM**

TO: County Commission Members  
Terry Frank, County Mayor  
Robbie Holbrook, Finance Director

FROM: Dr. Tim Parrott, Director of Schools 

DATE: May 2023

RE: Report to County Commission

**ATTENDANCE**

Current student enrollment is at 5881 students.

**HIGH SCHOOLS**

**GEAR UP TN**



Youth Leadership of Anderson County had their end of year graduation. It was held at ACCTC Culinary Class who helped prepare the food as well.

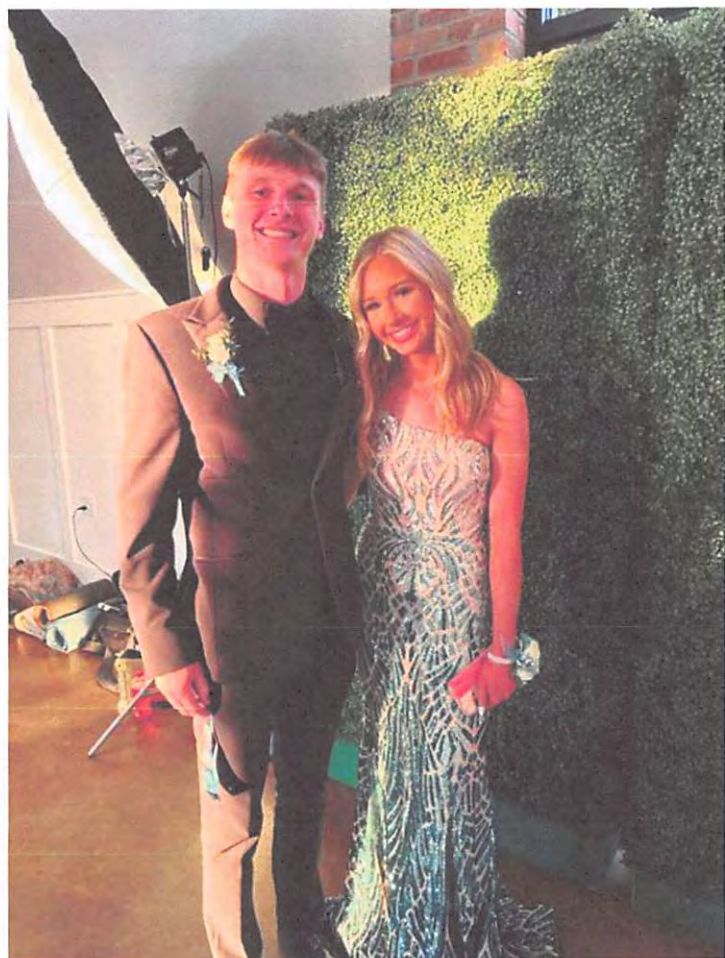
## Anderson County High School



### Prom 2023

#### A Night to Remember

On Saturday, April 22, 2023 Anderson County High School hosted their prom at Hunter Valley Farms in Knoxville. There were about 450 students in attendance. Students showed up promptly at 7pm and danced their feet off until 11pm! Fun was had by everyone! The music was loud and the ASAP photo booth was awesome!



## Clinton High School



Our amazing CHS dragons participated in Knoxville Special Olympics taking home lots of medals for 1st & 2nd place wins.

## ACCTC



Devin's journey began with a visit from a representative of Stowers Caterpillar. The representative mentioned an internship program and said it is very difficult to get into. Devin expressed to his teachers he was very interested in doing this. He was assured that if he wanted it badly enough and was willing to put in the work, he could get there but he would need to set himself



apart. He began working very hard and joined Skills USA. He had Automotive 2 during second block this semester and joined the same Skinny Block after finishing ACT Prep. He also came to the shop many times with permission from other students in order to prepare for a competition at Top Wrench where he placed 2nd and the Skills USA Diesel Equipment Technology and placed first in the state. For his efforts, he won several tools, a \$10,000.00 scholarship, and a Lowes \$200.00 gift card. He also has interest from not only Stowers CAT but also Peterbilt. He is currently looking forward to preparing for the Skills USA National Championship where he will be representing the state of Tennessee.

Each year Anderson County Career and Technical Center partners with Anderson County High School and Clinton High School to provide 8th grade tour days. Middle school students preview career classes offered at ACCTC through interest inventories, guest speakers from ACCTC and watching the ACCTC preview videos on the website. They then select their top three interests and spend half of their day at ACCTC touring those programs.



## ACIA



The Bridge Academy (BRAC), part of the Anderson County Innovation Academy, celebrated with ice cream sundaes on Friday, April 21. The students and staff were celebrating the milestone of 120 earned this year in the class! Each year the BRAC program helps increase the Anderson County School's graduation rate by 3-4 percentage points. For example, last year, without the graduates from BRAC, the District Graduation Rate would have been 92.87 percent, slightly below the target of 93 percent. Because of the additional graduates from BRAC,

the district's graduation rate for 2022 was 97 percent!

## MIDDLE SCHOOLS

### Lake City

Music is an integral part of a robust education and Lake City Middle School has many students who are immensely gifted with musical ability. For the month of May, LCMS is excited to announce a special music enrichment class that will take place during our morning "Laker Time."

During the Music Enrichment class, students will learn some fundamentals of music and prepare to present several musical pieces during the LCMS Awards programs at the end of the year.

"A number of students have approached us about having a dedicated music club or chorus, and we are excited to respond to the feedback and needs of students with this special opportunity," Mr. Enix said.

Students will practice and rehearse every day during the month of May and will perform for students and families during the awards ceremony the last week of school. Pictured are two of our talented students, Sophia and Tucker, who love to sing and perform for the school. They plan to use their talents for this new program.



## Norris

Nicole Carroll, LCMS 7th grade science teacher, was nominated by her former Organic Chemistry Professor for the American Chemical Society Science Teacher of the Year Award. Mrs. Carroll went to a Lab-in-the-Box training in the summer of 2021. This training was about teaching students how to build a robot that would shoot small projectiles that students could catch with a net. Mrs. Carroll implemented this project with her students and even gave a brief explanation of how the students did at an event in late December of 2022. Mrs. Carroll received the award due to her work with Lab-in-a-Box and other projects for keeping her students engaged in learning about various scientific disciplines.



LCMS students participated in the highly acclaimed Special Olympics and enjoyed it just as much as they always do! They were fortunate to have gorgeous weather and brought home fond memories of the day they shared with one another.



Following TCAP testing our students were rewarded with a visit from the Kona ice truck. We are thankful for their efforts during a smooth and successful week of testing. Students with straight As for the past quarter had the opportunity to visit a little early and receive a complimentary frozen treat!



## Norwood

Students and staff at NWMS celebrated the end of TCAP testing by having a Kona Ice celebration. Students were able to earn a FREE Kona Ice if they met specific criteria on their behavior rubrics during the testing sessions. This included things like using their time wisely, showing up to school each day, remaining quiet during the testing period, and putting forth their best effort. We are so proud of our students and appreciate their hard work during these testing weeks!

NWMS 8th grader, Caden S., represented the Jaguars at the regional golf tournament this month. We are so proud of how hard Caden has worked throughout the season, along with Coach Byrge and his other teammates.



## ELEMENTARY SCHOOLS

### Andersonville



Our 3rd grade spent the day having a picnic, touring Mayfield's, and eating ice cream. Looks like they had a blast!

PTO rewarded students that sold the most cookie dough in our school fundraiser. They got to spin the money wheel and win big bucks! Thank you, families, for supporting our school!





We recognized our April Students of the month. They're all working so very hard and we are all proud to have these students in the 'Ville! Great job, Tigers!

It's National School Principal's Day and we've got the best! Thank you, Mrs. Roeder, for leading us each day and loving our staff and students.



We finished our tests and celebrated with our midterm incentive of slushies and snacks!

## Briceville

### Eggstravaganza Egg Hunt 2023

Classes from Head Start through 5th grade had an "eggstra" fun time!



### Guest Author Visit

We were honored to have special guest author George Bove visit our kindergarten, first and second graders. Mr. Bove shared his incredible children's book "The Little Orange t" which included lots of rich Tennessee history and even a side of magic with us! Both students and teachers enjoyed this very special visit! Thank you, Mr. Bove!



## Special Area Appreciation

BES celebrated our amazing special area teachers who always go above and beyond for our students. To say they are dedicated is an understatement. Mr. Neal, Mrs. Leach, Ms. Hanson and Mrs. McCone split their time between two schools while Mrs. Jennifer teaches two areas at just one school! They definitely specialize in being awesome!! We cannot imagine BES without them!



## BES Spelling Bee 2023

On April 5th, fifteen of our best spellers competed in the BES Spelling Bee! Each and every one of them did a fantastic job! We are so proud of how hard they worked to make it to the Top 15 and also how encouraging they were to one another during the competition. Our students are amazing! Congratulations to our Top 3 spellers who will move on to district competition in May!



## April Support Staff Appreciation

BES is incredibly lucky to have so many people supporting our students! April is support staff appreciation and we could not be successful without each one of them! Everyone from the front office, to our assistants to our nurses and speech and OT staff ensure our school is supported in every way. Thank you all!



## Spring Dance 2023

Our Spring Dance was a huge hit!! Our kiddos had so much fun! Even Officer Wendy and the staff joined in on the fun!



## National Secretaries' Day



Happy National Secretaries' Day to Ms. Shauna!! She keeps our school running smoothly and we love her so very much! Nothing compares to her beauty, grace, and love for our kids and staff. She is absolutely the best and we appreciate her immensely!!

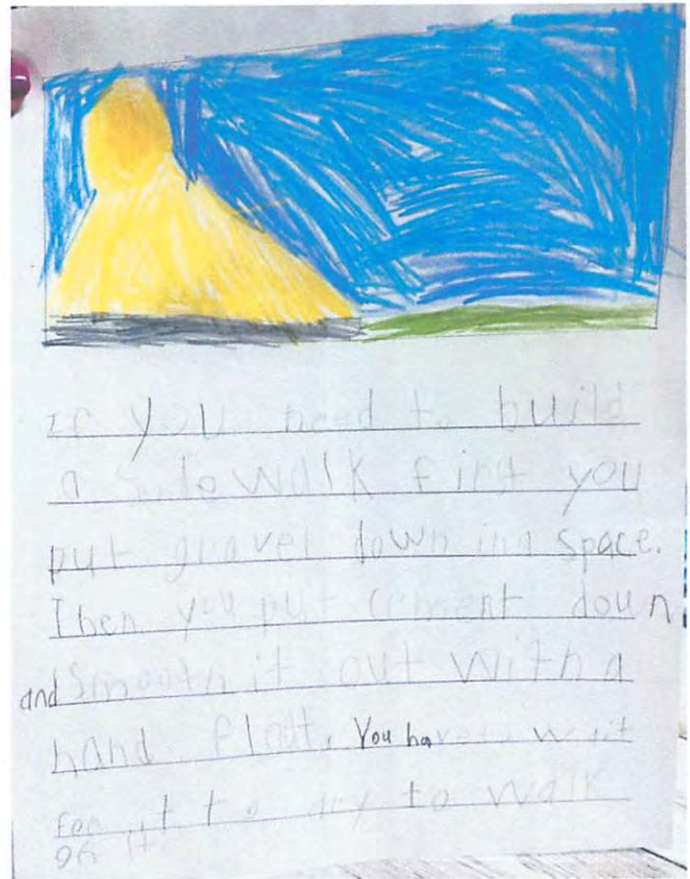


Thank you Nurse Sarah for sharing with our 5th graders the dangers of E-Cigarettes and Nicotine to try and help keep them safe as they grow up!

### Welcome To Our New Hornet's Nest

Not all learning takes place in the classroom. Our first grade class had the opportunity to watch as a new sidewalk leading to our new outdoor learning and activity center was poured. Mr. Hutcheson helped explain the process from beginning to end and then students had the opportunity to write about what they learned. We can't thank Jimmy Byrge, Ralph Jones and Gary Long enough for making learning so exciting at BES!





## Claxton

Mrs. Adams' second graders made Stone Soup! They retold the story of Stone Soup and wrote their opinion on how it tasted.

Mrs. Readel's ELA classes worked so hard on improving their testing taking skills. They were rewarded with a smoothie party.





Third, 4th, and 5th graders had their spelling bee this month. Join us in congratulating our winners!

1st place Emilia B

2nd place Rebecca S

3rd place Presley R

Congratulations to all of our Students of the Month for April!



Ms. Murphy's fifth grade students completed some project based learning during their math blocks these past few days. Claxton Elementary was getting a new sidewalk between buildings. Fifth grade students measured the frame and calculated the volume of concrete needed to create the sidewalk. Next, students converted their measurements into cubic yards. Finally, we met with a community member who shared how to calculate the cost of concrete (including delivery and tax).



Our 4th graders took some time today to write motivational messages around our campus for TCAP testing.



Claxton artists got to showcase their talents at the ACS Art show Thursday night. Our art teacher, Mr. Blair, leads our students to create wonderful works of art.



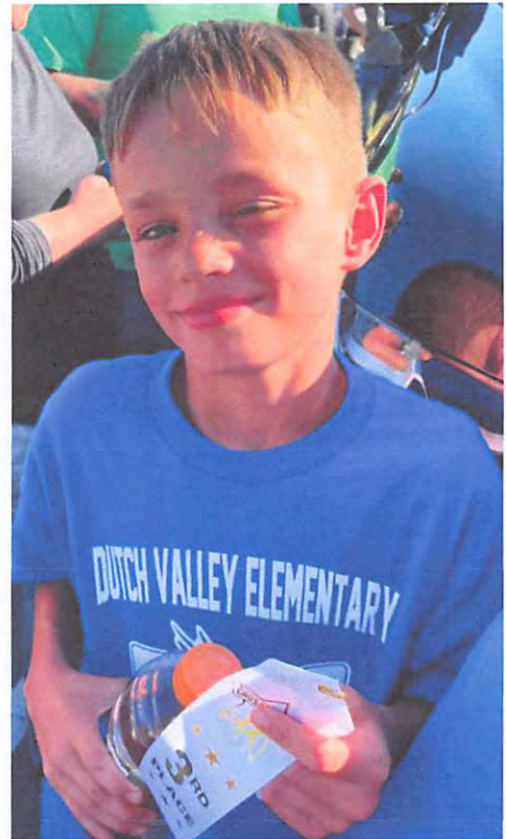
## Dutch Valley



DVES recognizes our school level spelling bee winners who will move on to be contestants at the county spelling bee this week!



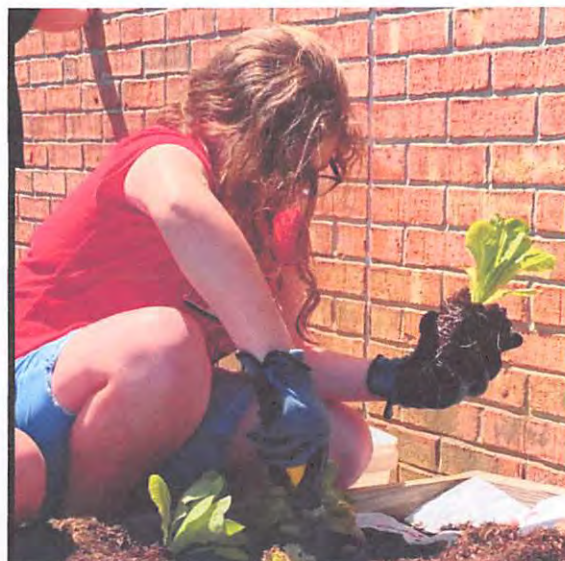
Our cross country runners just finished their last race. They showed such improvement throughout this season. We are so proud of their hard work.



Community partners make the best supporters! Thank you to our friends at Black Oak Baptist Church for the TCAP testing goodies. These ladies are always amazing and come through for us no matter what our need is. ❤️ These treats will surely help us make it through this week.



Our fifth grade students worked with Ms. Carol to get our gardens planted. Carol does a great job or of teaching our students about growing plants and vegetables.



## Fairview

Congratulations to the 4-H members that participated in the County Demonstration Contest at Achievement Day! The county winners will be moving on to the Great Northwest Contest in May. We are proud of our FES panthers who participated and placed in their categories.



Kindergarten had a **wonderful time** on their field trip exploring different places in the Clinton community. They toured the library, community center, sheriff's office, ACS Central Office, Hoskins, and the Fire Station.



FES participated in the AC Art Show. They had a great time showing off their artistic talents.



## Grand Oaks

Bruise.... b-r-u-i-s-e.... Bruise! That was the winning word at the GOES Spelling Bee this morning! Congratulations to GOES 3rd grader, Davin, for taking 1st place in our spelling bee. Davin, along with our second and third place winners, Liam (5th grade), and Ann (3rd grade) competed in the district spelling bee. All of our spelling bee participants studied, practiced, and worked hard over the past several weeks to prepare for our spelling bee. It took lots of bravery to stand up in front of an audience of their teachers, family, and peers today! We are so proud of each one of them!



TCAP is complete for our hardworking Eagles! We celebrated the end of testing for our third-fifth grade students in a big way! They got to enjoy tasty treats, play games, and pie and soak some of their teachers!





Congratulations to our 2023 Earth Day poster contest winners! Thank you for helping to promote the idea of "Lending a Hand to Save the Land" at Grand Oaks.

Our students finished strong in their final ACS Elementary Cross Country meet of this season! We are so impressed with the growth and perseverance these students have shown this season! Congrats to our boys team on their first place win and to our girls team for bringing home second place today!



First grade started their study on goods and services, needs and wants, and producers and consumers. They created stores for selling goods and provided services for each other.



"This is the best day!" That's what every Kindergartener kept saying about our field trip to Zoo Knoxville today. It was their first time visiting a zoo for many of our students. The weather was perfect and the animals were very active. It really was the best day.



## Lake City

LCES fifth graders completed an archeology lab where they investigated real and replica artifacts from the Mississippian mound builders in Tennessee. The materials came with a traveling trunk from the Tennessee State Museum titled *The Life and Times of the First Tennesseans*.



LCES fifth graders practiced their knowledge of forces and interactions along with engineering and design. Students designed and redesigned Rube Goldberg machines to complete an assigned task of popping a balloon.



These scientists/mathematicians sure have been busy lately! Check out our fifth graders collecting, recording, and comparing data on mass and volume.





Our first graders recently completed an animal research project ahead of their zoo field trip! This is an extension of the first grade Creature Features module students completed earlier in the year, where they learned about animals' unique features.

Our two newest Lakers are off to new adventures on a twenty-three acre farm. We sure will miss you, Opal Gertrude and Bobbie Earl-Dean. We hope you have an egg-cellent time!



## Norris

STEM Club read "It Starts With a Bee" and learned about the process of pollination. Did you know a bee can visit up to 100 flowers per flight?

Norris Elementary had a cross country team this year. Coach Heather Sharp had a great season with our students.



Second grade went on its annual trip to Safety City in Knoxville. Students learned about calling 911, fire safety, as well as bike and traffic safety.



Jonathan Clingan, a former NES student, chose to build picnic tables for Norris Elementary as his Eagle Scout project. The materials were purchased through a grant from The Norris Area Community Foundation. Coming soon are umbrellas and sealant for the tables. Thank you to Jonathan and the Foundation!



### Norwood

Our 5th grade Safety Patrollers have been hard at work this week training our 4th graders who will take their places next year, even in the rain! Thank you, safety patrol, for making afternoon dismissal run so smoothly! 🌧️👮



Norwood Elementary has the greatest group of support staff members! Each of these individuals help ensure that our day to day operations run smoothly. They are always willing to help out wherever needed and are always smiling. Thank you NWES support staff for all that you do.



Kindergarten had so much fun on their trip to Zoo Knoxville last week!





At Norwood Elementary School, we are "Lucky Ducks!" Each teacher received a numbered duck at the beginning of TCAP. Each day, we hold special drawings for prizes. Here are a few pictures from this weeks "lucky ducks!"

Thank you Norwood staff for paddling like crazy for our students and community!



## NORWOOD ELEMENTARY SCHOOL

### WE ARE LUCKY DUCKS!

OUR NORWOOD STAFF MEMBERS HAVE ALL BECOME EXPERT DUCKS. WE ARE CALM, COOL AND COLLECTED ON THE SURFACE, WHILE PADDLING LIKE CRAZY UNDERNEATH.

**TEACHERS / SPED / INTERVENTIONISTS**  
PADDLE THROUGH LESSON PLANS, GRADING, DIFFERENTIATION AND MORE. THEY SWIM A GREAT DISTANCE TO MEET THE NEEDS OF EVERY DETAIL.

**ASSISTANTS AND ALL SUPPORT STAFF**  
THEY PADDLE FROM CLASS TO CLASS, FOCUSING ON HEALTH AND WELL BEING OF ALL STUDENTS.

**OFFICE & NURSE STAFF**  
THESE DUCKS STAND AS THE FRONT LINES OF OUR SCHOOL. THEY COMMUNICATE WITH PARENTS, HANDLE ALL FUNDING, TAKE CARE OF SICK STUDENTS, AND SO MUCH MORE THAT WE DON'T EVEN SEE EACH DAY.

**CUSTODIANS**  
THESE DUCKS KEEP OUR SCHOOL SPARKLING CLEAN AND FREE FROM HARMFUL GERMS.

**CAFETERIA STAFF**  
OUR CAFE DUCKS COME IN BRIGHT AND EARLY TO FEED ALL OF THE LITTLE DUCKLINGS.

**SPECIAL AREA STAFF**  
THESE DUCKS ENSURE OUR DUCKLINGS SWIM THE RIGHT PATH AND HAVE ALL OF THE PROGRAMS THEY CAN TO BE SUCCESSFUL.

PLEASE KEEP YOUR DUCK AS A REMINDER THAT WE KNOW HOW MUCH PADDLING YOU HAVE DONE THIS YEAR. EACH DUCK CONTAINS A NUMBER AT THE BOTTOM. THROUGHOUT TCAP TESTING WE WILL HOLD RANDOM DRAWINGS. IF YOUR NUMBER IS ANNOUNCED, PLEASE COME TO THE OFFICE TO COLLECT YOUR PRIZE!

EVERYONE loved Kona Ice today as we celebrated all of the hard work our students have put in during Week 1 of TCAPs. We are so proud of our Jaguars!



Congrats to our Cross Country teams! They represented NWES so well at their first meet of the season!



There was so much Easter fun happening at Norwood Elementary School. Egg hunts, crafts, and even a visit from the Easter Bunny! What a fun day!



**ANDERSON COUNTY BOARD OF EDUCATION**  
**101 S. Main Street**  
**Clinton, TN 37716**  
**Board of Education Meeting**  
**April 13, 2023**  
**6:00 PM**

<b>Board Members</b>	<b>Present</b>	<b>Absent</b>
John Burrell		√
Don Bell	√	
Dail Cantrell		√
Scott Gillenwaters, Chairman	√	
Glenda Langenberg	√	
Andy McKamey	√	
Teresa Portwood, Vice Chairman	√	
Jo Williams	√	
Dr. Tim Parrott, Director	√	
<b>Student Board Members</b>		
Korey Horton – ACHS	√	
Reagan Wilson - CHS	√	

**OTHERS PRESENT**

Anne Ford, Greg Deal, Quinn Bender, Rae Ann Owens, Ryan Sutton, Kandis Rathnell

**I. CALL TO ORDER**

Chairman Scott Gillenwaters called the meeting to order at 6:00 PM as a regular monthly meeting of the Board of Education. Don Bell led the pledge of allegiance.

**Motion** by Andy McKamey and seconded by Teresa Portwood to approve a Resolution in honor of school Support Staff. **Motion carried.**

**II. RECOGNITION OF GUESTS**

- A. ASAP Presentation – Matthew Pelliccio, ACHS student and student ambassador for ASAP of Anderson County, informed the board of the dangers of vape usage and encouraged them to share the danger with students.

### III. PERSONS TO BE HEARD

- A. Parent Kandis Rathnel provided information on concerns she has regarding bullying.

### IV. APPROVAL OF AGENDA

**Motion** by Don Bell and seconded by Glenda Langenberg to approve the agenda. **Motion carried.**

### V. APPROVAL OF CONSENT AGENDA

- A. Regular Meeting Minutes – March 9, 2023

- B. Human Resources report

- C. Student Services report

- D. Field Trips

- E. Policies for second reading

- a. 1.106 Code of Ethics
  - b. 1.107 Conflicts of Interest
  - c. 2.702 Inventory

- F. Chairman Scott Gillenwaters asked to include budget approval as an action item.

**Motion** by Jo Williams approve the consent agenda. **Motion carried.**

### VI. EXECUTIVE APPROVAL - none

### VII. COMMENTS FROM THE CHAIR

- A. Above and Beyond Awards were announced; Graduation is scheduled for CRCS and Innovation Academy on May 11, with CHS on May 12 and ACHS on May 19, 2023; a board workshop was held on April 10; the review for the board's TSBA *Board of Distinction* award will occur during the next board of education meeting on May 9. Mr. Gillenwaters invited student board members to attend the next workshop on May 8 since they will be participating in school events during their last board meeting on May 9, 2023.

### VIII. COMMENTS FROM STUDENT BOARD MEMBERS

- A. ACHS – Korey Horton said EOC testing is April 25 – 27; dual enrollment classes end on April 26, seniors held their graduation meeting earlier this month; ACT scheduled this weekend; Prom will be held on April 22; Special Olympics and the talent show

are scheduled on April 17; softball, soccer, tennis, color guard tryouts and track events are all ongoing this month.

- B. CHS - Reagan Wilson said prom will be held on May 6; students are participating in the Clinton Mosaic Festival downtown; sports are ongoing through April; ACT scheduled Saturday; TN Promise deadline is July 5; students with an A or B in class and no absences can skip their final in that class; senior breakfast is scheduled on May 10.

#### **IX. DIRECTOR'S REPORT**

Dr. Parrott stated the system is getting close on the ESG project; two more lights need to be fixed at the softball field next week - we can then get with the chancellor for approval; SROs have done a tremendous job in stepping up and helping administrators so students feel safe; in a recent parent meeting parents discussed communication issues – we took it to heart and talked to principals to get back with parents via phone, email, letters, etc., in a timely manner.

#### **X. ACTION ITEMS**

- A. **Motion** by Andy McKamey and seconded by Glenda Langenberg to approve the 2023-2024 budget as presented. **Motion carried.**
- B. **Motion** by Don Bell and seconded by Andy McKamey to approve the 2023-2024 Cafeteria Budget as presented. **Motion carried.**
- C. **Motion** by Teresa Portwood and seconded by Jo Williams to approve a Contract between Anderson County Schools and Side Effects (dba Power Ad) for a new CHS football scoreboard. **Motion carried.**
- D. **Motion** by Glenda Langenberg and seconded by Teresa Portwood to change the date of the June meeting from June 8, to June 15, 2023 due to graduation exercises on the 8<sup>th</sup>. **Motion carried.**
- E. **Motion** by Jo Williams and seconded by Andy McKamey to approve HS/PS documents: Oak Ridge Schools Preschool/Head Start Budget Narrative for 2023-2024 Quality Improvement Increase; Head Start COLA Budget Detail; Oak Ridge Schools Preschool/Head Start Budget Narrative for 2023-2024 COLA Increase; ACS HS Program COLA Narrative & Justification; Quality Improvement Budget Detail as presented. **Motion carried.**

#### **APPROPRIATIONS**

##### **Financial Report**

**Motion** by Andy McKamey and seconded by Teresa Portwood to approve appropriations 1 a-c. **Motion carried.**

Don Bell	Yea
John Burrell	Absent
Dail Cantrell	Absent
Scott Gillenwaters	Yea
Glenda Langenberg	Yea
Andy McKamey	Yea
Teresa Portwood	Yea
Jo Williams	Yea

**XIII. TRANSFERS**

**Motion** by Glenda Langenberg and seconded by Don Bell to approve transfers 2 a-o.  
**Motion carried.**

Adjourned at 6:40 PM.

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Scott Gillenwaters, Chairman

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Dr. Tim Parrott, Director of Schools

**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: jycager@aclawdirector.com

**MEMORANDUM**

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

**CC:** County Commission

**FROM:** N. Jay Yeager

**DATE:** May 10, 2023

**RE:** Law Director's Report – May 15, 2023 – County Commission Meeting

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

**A. Contract Approvals:**

1. Delta Dental- Human Resources
2. FY2023 State EBP Award- Mayor's Office
3. TDOT Landscaping- Mayor's Office
4. FY2024 VOCA Grant- Mayor's Office
5. Updated FY2023 State EBP Award- Mayor's Office
6. Correctional Communication Service Agreement- Sheriff's Dept.
7. TASC Renewal- Human Resources
8. State of TN Grant -Dept. of Health (Amendment #2)
9. TDOT Railroad Agreement- Mayor's Office
10. FY2024 VOCA (Signature, Special Conditions & Cert.) Mayor's Office
11. Safe Industries- AVFD
12. High Tech Rescue- AVFD
13. State of TN EMA Grant- EMA
14. Canon Copier (Lease Transfer) –Purchasing to Elections
15. Dispatch Services for Norris & Rocky Top- Sheriff's Dept.
16. BIS Payment Processing- Register of Deeds
17. Private Duty Nurse- Schools
18. Stellar Therapy Services (Renewal) –Schools
19. FY2014 VOCA FJC- Mayor's Office
20. Constance Norris -Lease (Trust Co. of TN) –EMS
21. William Stephenson –Lease –Tourism

**B. Anderson County Zoning Violations:**

**Newly Opened:**

1. 152 Queen Street
2. Fox Glen Way (no street number associated)

3. 507 Old Tacora Hills Road

**Motion for Foreclosure**

1. 1604 Hidden Hills Drive

**C. Bankruptcies:**

1. L. Smith- Chapter 13 Bankruptcy. Received Order Confirming Chapter 13 Plan. Mortgage is being paid outside of the plan, directly by debtor, along with property taxes. No delinquent taxes are due on this property at this time. No action required.
2. Pacifico Inc.- Chapter 11 Bankruptcy, Southern District of New York. Received Notice of Chapter 11 and Motion and Order Allowing Payment of Prepetition Taxes and Fees and Granting Related Relief. Order allows Anderson County to continue to collect personal and business taxes assessed against the Debtor's business in Anderson County. No action required.
3. G. and W. Sharp- Chapter 13 Bankruptcy. Received Order to Increase Plan Payment. No action required.
4. S. Terry- Chapter 7 Bankruptcy. Notice of No Proof of Claim Deadline due to no assets. No action required.
5. B and H Rounds- Chapter 7 Bankruptcy. Notice of No Proof of Claim Deadline due to no assets. No action required.
6. E. Walker- Chapter 13 Bankruptcy. Order of Discharge received. Bankruptcy is now closed, debts are discharged. No action required.
7. M and A Davis- Chapter 13 Bankruptcy. Received Order Denying Plan Confirmation. 14 days to issue new plan for the case. No action required.
8. M. Maness- Chapter 13 Bankruptcy. Notice of New Case received. Owes Real Property Taxes for Anderson County on two properties and Real Property Taxes for one of the properties in Oak Ridge. A claim has been filed for those taxes that are due and owing.
9. J and D. Mallett- Chapter 13 Bankruptcy. Notice of New Case received. Real Property taxes are paid by the Mortgage Company and does not currently owe any real property taxes. No claim necessary, no action required.

**D. County Courtroom Security Report – Requested by Judge Spitzer**

**E. Opinions**

1. Pine Meadows Subdivision- Opinion on Road Ownership.
2. Tourism Funds – Proceeds from sale of existing office building.

**F. Courtesy Resolutions**

1. Resolution Honoring the ACHS - FFA Food Science Team – Requested by Commissioner Vandagriff.
2. Resolution Honoring Clinton H.S. students that achieved scores higher than 30 on the ACT – Requested by Commissioner Palmer.
3. Resolution Honoring the Briceville Library Week – Requested by Commissioner Allen.



2022  
**COUNTY COURTROOM SECURITY REPORT**

Please include the name of the PERSON preparing this report, the COUNTY that you represent, and your full contact information.

This report was prepared by: Lt. Steve Owens  
Date: December 12, 2022  
Please print title: Administrative Lieutenant  
County: Anderson County  
Telephone Number: (865) 457-6255. x2  
Email Address: sowens@tnacso.net

**Please return this form by email, fax, or mail  
no later than January 6, 2023 to:**

Barbara Peck  
Administrative Office of the Courts  
Nashville City Center  
511 Union Street, Suite 600  
Nashville, TN 37219  
Phone – (615) 741-2687 Ext. 1090  
Fax – (615) 741-6285  
Email – barbara.peck@tncourts.gov



2022

## COUNTY COURTROOM SECURITY REPORT

Per statute, this survey must be completed each year. Completion of this survey will require input from multiple people, including court clerks, court officers, and judges.

### COURTHOUSE(S) AND COURTROOMS

1. How many courthouses are in your county, including criminal justice centers with courtrooms?	1
a. If there is more than one courthouse, please explain what types of court are held in which locations (where is circuit court, chancery court, general sessions, and juvenile court held?)  We have only one Courthouse that is located in the county seat of Clinton. We do have courts in two other buildings. Juvenile Court is across the street from the Courthouse in the Jolly Building, and General Sessions II Court is held in a renovated school building in Oak Ridge. Both have their own security checkpoint and Bailiffs.	
2. Number of courtrooms used only for state Circuit Court, state Criminal Court, Chancery Court, or Probate Court.	3
3. Number of courtrooms used only for General Sessions Court and/or Juvenile Court.	3
4. Number of courtrooms used for both state court and county courts.	0
5. Number of courtrooms in your county that are no longer used for official state or county proceedings (ex. Ceremonial or historical courtrooms that are no longer in use for official proceedings).	0
6. Total number of courtrooms in your county. Do NOT include ceremonial courtrooms no longer in use for official proceedings. <i>Please note the total number of courtrooms in your county is used to evaluate whether your county meets the minimum security standards.</i>	6



### **SILENT BENCH PANIC BUTTONS (MCSS #1)**

1. Number of courtrooms equipped with a silent bench panic button connected to law enforcement.	6
2. Number of court clerk public transaction counter areas in all of your courthouses. Please include public transaction counters for Circuit, Criminal, Chancery, General Sessions and/or Juvenile Court clerks.	5
a. Number of court clerk public transaction counters equipped with a silent bench panic button connected to law enforcement.	5

### **BULLET-PROOF BENCHES/WORK AREAS (MCSS # 2)**

1. Number of courtrooms equipped with a bullet-proof bench.	6
2. Number of courtrooms with bullet-proof court clerk work area.	0

### **COURT OFFICERS (MCSS #3 and #4)**

1. Is an armed, uniformed guard in each courtroom during court?	Yes
a. If no, is a court officer available in the courthouse?	
2. Does your county have dedicated court officers or does it utilize on-duty law enforcement when there are court proceedings? (dedicated, mix, on-duty)	Dedicated
3. Do court proceedings impact your county's ability to respond to emergencies in other areas of your county?	No
4. Did your court officers attend court security training in 2022?	Yes
a. If no, how often do court officers in your county attend training?	
5. Have the judicial staff and courthouse personnel from your county attended a court security briefing in 2022?	Yes

### **HAND-HELD DETECTORS/MAGNETOMETERS (MCSS # 5)**

1. Total number of hand-held detectors in your county courthouse(s).	7
2. Total number of stand-alone magnetometers in each county courthouse.	3
3. Does your county have sufficient security staff to operate magnetometers during regular business hours?	Yes



### **SIGNAGE (MCSS # 6)**

1. Does each of the court buildings in your county have signage posted at each court access entrance stating that persons are subject to search by security personnel, that prohibited items are subject to seizure and forfeiture, and include a listing of the prohibited items?	Yes
--	-----

### **HAND-HELD INSPECTION MIRRORS (MCSS # 7)**

1. Do you have at least one hand-held inspection security mirror per county courthouse?	Yes
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### **COURT SECURITY COMMITTEE**

1. Does your county have a court security committee?	Yes
a. If yes, did the committee meet this year to review security issues and make recommendations?	Yes

### **VIDEO ARRAIGNMENT & CONFERENCING**

1. Does your county utilize video arraignment and conferencing?	Yes
a. If yes, how many courtrooms have video arraignment and conferencing capabilities?	3
b. What type of video arraignment system do you utilize (i.e. BIS, Zoom)?	Lifesize
c. Can your county consistently connect with TDOC facilities for virtual proceedings?	No
d. If you cannot consistently connect with TDOC facilities, would doing so decrease the amount of inmate transfers to your county?	Yes
2. Does your county utilize video conferencing for hearings, conferences, and other types of judicial proceedings (not just criminal court)?	Yes
a. If yes, how many courtrooms have the capability to hold video conference proceedings?	5
b. What type of video conferencing systems do you utilize?	Lifesize, Zoom
c. Does your county need additional or upgraded video conferencing capabilities for judicial proceedings?	No



Please list any security measures that you have taken to improve your facilities and/or to protect personnel between December 1, 2021 and November 30, 2022.

No new construction or changes to protocol. Still have the single entrance to the courthouse with the x-ray machine and walk-thru metal detector. All other building have the walk-thru metal detector only.

Please describe any recent court security incidents in your county or unique court security issues facing your county.

Building design in all our buildings. The Jolly Building and the building housing General Session II are buildings never designed to house courtrooms. The building design at the Courthouse is still an issue just because of the number of doors.

Please explain if and how security staffing issues have impacted court security in your county.

This year we have been fortunate to have maximum staffing for most of the year. No real negative impacts.

What are your highest priority needs related to improving court security in your county?

Space is still our biggest issue. Until a Justice Center can be constructed we will always face the problems of space.

West's Tennessee Code Annotated  
Title 16. Courts  
Chapter 2. Judicial Divisions and Districts  
Part 5. Trial Courts

T. C. A. § 16-2-505

§ 16-2-505. Judges; elections; staff, space, facilities and security needs

Effective: August 11, 2009  
Currentness

(a) In any judicial district in which § 16-2-506 requires the election of an additional judge, the election shall occur in August of that year. The qualified voters of the judicial district in which the election is required shall elect a person to the office of judge for that district. That person shall possess the same qualifications, powers and duties and shall receive the same compensation, payable in the same manner, benefits, emoluments and dignity of office as is required or provided by law for other judges.

(b)(1) If the election occurs in 1984, 1986, or 1988, the person elected shall hold office until September 1, 1990, and until that person's successor is elected and qualified. Thereafter, a judge shall be elected for an eight-year term. At the regular August election in 1990, the qualified voters of all judicial districts required by § 16-2-506 to elect an additional judge in such year shall elect a person to such office for a full eight-year term. The person elected in 1990 as an additional judge for each such district shall possess the same qualifications, powers and duties and shall receive the same compensation, payable in the same manner, benefits, emoluments and dignity of office as is required or provided by law for other circuit court judges.

(2) If the election occurs in 1992, 1994, or 1996, the person elected shall hold office until September 1, 1998, and until the person's successor is elected and qualified. Thereafter, a judge shall be elected for an eight-year term. At the regular August election in 1998, the qualified voters of all judicial districts required by § 16-2-506 to elect an additional judge in 1992, 1994, 1996 or 1998 shall elect a person to such office for a full eight-year term. The person elected in 1998 shall possess the same qualifications, powers and duties and shall receive the same compensation, payable in the same manner, benefits, emoluments and dignity of office as is required or provided by law for other circuit court judges or chancellors.

(3) If the election occurs in 2000, 2002, or 2004, the person elected shall hold office until September 1, 2006, and until the person's successor is elected and qualified. Thereafter, a judge shall be elected for an eight-year term. At the regular August election in 2006, the qualified voters of all judicial districts required by § 16-2-506 to elect an additional judge in 2000, 2002, 2004 or 2006 shall elect a person to such office for a full eight-year term. The person elected in 2006 shall possess the same qualifications, powers and duties and shall receive the same compensation, payable in the same manner, benefits, emoluments and dignity of office as is required or provided by law for other circuit court judges or chancellors.

(4) Any vacancy occurring in the office of one (1) of the circuit court judges elected pursuant to § 16-2-506 shall be filled as provided by law.

(c) Upon the election of a judge pursuant to § 16-2-506, there is created the position of secretary for that judge. The judge shall select a suitable person to fill the position of secretary and that person shall receive the same compensation, payable in

the same manner, as is provided by law for the secretary of the other judges in the district. The secretary shall perform the duties assigned by the judge.

(d)(1) It is the responsibility of the counties comprising the judicial district to provide a judge elected pursuant to § 16-2-506 with sufficient space and facilities in which to conduct the business and duties of the court.

(2) Each county shall establish a court security committee composed of the county mayor, sheriff, district attorney general, the presiding judge of the judicial district and a court clerk from the county to be designated by the presiding judge, for the purpose of examining the space and facilities to determine the security needs of the courtrooms in the county in order to provide safe and secure facilities.

(3) Upon completion of the examination of security needs, the following procedure shall be followed:

(A) The administrative office of the courts shall distribute to each court security committee a copy of the minimum security standards as adopted by the Tennessee judicial conference, and each committee shall review and consider these standards in determining court security needs;

(B) No later than May 15 each year, the court security committee shall report its findings to the county legislative body and the administrative office of the courts;

(C) The county legislative body shall review and consider the recommendations of the court security committee in the preparation of each fiscal year budget;

(D) No later than December 1 each year, the county legislative body shall report to the administrative office of the courts any action taken to meet the security needs;

(E) No later than January 15 each year, the administrative office of the courts shall report to the general assembly on the compliance by each county government with the security needs established by the court security committee.

(4) Any recommendation by the court security committee requiring county expenditures shall be subject to approval of the county legislative body.

(e) Any person who seeks election to the office of circuit court judge, criminal court judge, law and equity court judge or chancellor, whether the judgeship is created by this part or was in existence on April 1, 1984, shall qualify as provided by law with the various election commissions in the counties comprising the judicial district in which the person seeks election. At the time of qualification, the person shall designate to each such commission the court and part of the court, if any, to which that person seeks election. If properly qualified, the names of all of the judicial candidates shall appear on the official ballot by the court and part of court, if any, previously designated and the candidate who shall receive the highest number of votes cast for judge of each part of each court shall be declared elected.

**Credits**

1984 Pub.Acts, c. 931, § 5; 1993 Pub.Acts, c. 506, §§ 1, 2, eff. May 31, 1993; 1995 Pub.Acts, c. 225, § 1, eff. May 12, 1995; 2001 Pub.Acts, c. 268, § 1, eff. May 22, 2001; 2003 Pub.Acts, c. 90, § 2, eff. July 1, 2003.

Notes of Decisions containing your search terms (0)

[View all 3](#)

**T. C. A. § 16-2-505, TN ST § 16-2-505**

Current with laws from the 2022 Second Regular Sess. of the 112th Tennessee General Assembly. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text. Unless legislatively provided, section name lines are prepared by the publisher.

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# **Food Science and Technology**



## Purpose

*The food science and technology career development event is designed to promote learning activities in food science and technology related to the food industry and to assist students in developing practical knowledge of principles used in a team decision-making process.*

## Objectives

The food science and technology career development event provides the opportunity for the participant to:

- Gain an awareness of career and professional opportunities in the field of food science and technology.
- Experience group participation and leadership responsibilities in a competitive food science and technology program.
- Develop technical competence and personal initiative in a food science and technology occupation.

## Event Rules

- Team makeup — The team will consist of four members with all four members' scores being totaled for the team score.
- It is highly recommended that participants wear FFA Official Dress for this event.
- Teams and/or individuals will not be permitted to use electronic media during the event, unless provided by national FFA.
- This includes, but is not limited to, cell phones, smart watches/fitness bands, cameras, etc.
- Any participant in possession of an unauthorized electronic device, except a calculator, in the event area is subject to disqualification.

Each participant must provide these items:

- A clipboard that is clean and free of notes.
- Two sharpened No. 2 pencils.
- Electronic calculator — Calculators used in this event must be non-programmable and non-graphing. Calculators should have only basic functions such as addition, subtraction, multiplication, division, equals, percent, square root, +/- key. No other calculators can be used during the event including cell phones.

**Allergy Information:** Food products used in this event may contain or come in contact with potential allergens. Any participant in need of a reasonable ADA accommodation(s) for their participation in the Food Science and Technology CDE should complete the online [Request for Accommodation Form \(ADA and other\)](#). This form must be received 30 business days prior to the start of the event. All requests will remain confidential, and the participant will be contacted by a national FFA staff member to gather additional information and/or discuss the reasonable accommodation(s) or assistance being requested. For questions regarding the ADA and/or other Accommodation Process, please email [ryan.inman2@tn.gov](mailto:ryan.inman2@tn.gov). The event committee will make all reasonable efforts to accommodate students with food allergies.



## TEAM ACTIVITIES

*Team Product Development Project (400 points possible per team)*

Two weeks before the event date, each team will receive a product development scenario describing the need for a new or redesigned product that appeals to a potential market segment. The team's task will be to design a new food product or reformulate an existing product based on information contained within the product development scenario.

The team will be responsible for understanding and using the following concepts to develop a presentation:

- |                      |                       |                           |
|----------------------|-----------------------|---------------------------|
| • Cost of goods sold | • Marketing and sales | • Food safety             |
| • Nutrition          | • Product             | • Formulation concepts    |
| • Target audience    | • Processing          | • Quality of presentation |
| • Quality control    | • Packaging           |                           |

After this time period, each team member will contribute to a 10-minute oral presentation delivered to a panel of judges. No electronic media will be used in the presentation.

Following the presentation there will be a 10-minute question and answer period with the judges in which each team member is expected to contribute. All materials will be collected after the presentation.

Total number of points possible for this activity will be 400 points.

Product development scenarios will describe a category, platform and market. These may include, but are not limited to, the categories, platforms and markets listed below.

### CATEGORIES

- Cereal
- Snacks
- Meals
- Side dishes
- Beverages
- Supplements
- Condiments
- Desserts

### PLATFORM

- Frozen
- Refrigerated
- Shelf-stable
- Convenience
- Ready to eat
- Heat and serve

### MARKET (DOMESTIC AND INTERNATIONAL)

- Retail
- Wholesale
- Food service
- Convenience store

ONLY THE TOP 10 TEAMS WILL PRESENT THE TEAM ACTIVITY. However, all teams should prepare the product development project before arriving at convention. The top 10 teams will be determined by the individual practicums.

**EXAMPLE OF SCENARIO PRODUCT FROM PAST EVENTS:**

Category	Platform	Market	Actual Product
Side dish	Ready to prepare	Retail or big box	Whole grain, low-sodium side dish
Beverage	Shelf-stable	Retail	Shelf-stable specialty coffee
Side dish	Refrigerated	Retail	Side salad for baby boomers
Snack	Shelf-stable	Retail	Non-nut snack bar
Breakfast	Ready to eat	Retail	Single-serve cereal for kids

Evaluation criteria and points for team product development activity can be found on the Team Product Development Project Scorecard.

**INDIVIDUAL ACTIVITIES***Objective Test (150 points possible per individual)*

The objective questions administered during the food science and technology examination will be designed to determine each team member's understanding of the basic principles of food science and technology. The test will be created using the textbooks and websites specified in the reference section.

Team members will work individually to answer each of the 50 questions. Each person will have 60 minutes to complete the examination. Each question will be worth one point, for a total of 50 points. The test will come from the previous five year's National Food Science Objectives tests which can be found on FFA.org. A test bank will be maintained on the downloads page of tnffa.org and updated annually.

**PRACTICUMS***Problem Solving/Math Practicum (25 points possible per individual)*

- Participants will answer a series of five mathematical calculations based on common food science themes. Questions may include nutrition calculations, ingredient quantity, cost benefit analysis, estimation of cost/margin of goods sold, conversions, processing conditions, etc.
- Example Question: The perfect glass of sweet tea is 20 percent sugar. Jim is making a one-gallon container of sweet tea. How many cups of sugar should he add?
  - 2.4 cups
  - 3.2 cups
  - 3.4 cups
  - 4 cups



*Food Safety and Quality Practicums (50 points)*

**CUSTOMER INQUIRY**

- Each participant will be given five scenarios representing general consumer inquiries. Participants must determine if the consumer inquiry reflects a quality or safety issue (two points per scenario) and determine if it is a biological, chemical or physical concern or hazard (three points per scenario). This is for a total of 25 points.

**PRODUCT SPECIFICATION COMPLIANCE**

- Students will be given sample sets (actual products and/or data sets) and will be responsible for determining compliance with the provided specification requirements. This may include, but is not limited to, determining if the products are within the net weight standards, product sizing requirements, pH, color analysis, viscosity measurement, fill level tolerances, packaging specification compliance, etc. Participants will be asked five questions regarding potential compliance violations presented within the sample set. (25 points)

*Sensory Evaluation Practicums (40 points)*

**Triangle Tests**

- Four different triangle tests will be conducted. Participants are expected to identify the different samples through flavor, aroma, visual cues and/or textural differences. Answers will be given on the sheet provided. No list will be provided for this segment of the practicum. Each test is worth five points.

**Aromas**

- Each participant will be asked to identify four different aromas from vials provided at each station and record the answer on the sheet provided. A list of potential aromas will be provided to each person. Each sample is worth 5 points. (20 points)

- |               |                      |                    |
|---------------|----------------------|--------------------|
| 10. Apple     | 21. Ginger           | 32. Peach          |
| 11. Banana    | 22. Grape            | 33. Peppermint     |
| 12. Basil     | 23. Lemon            | 34. Raspberry      |
| 13. Butter    | 24. Licorice (anise) | 35. Sage           |
| 14. Cherry    | 25. Lime             | 36. Smoke (liquid) |
| 15. Chocolate | 26. Maple            | 37. Strawberry     |
| 16. Cinnamon  | 27. Molasses         | 38. Vanilla        |
| 17. Clove     | 28. Nutmeg           | 39. Watermelon     |
| 18. Coconut   | 29. Onion            | 40. Wintergreen    |
| 19. Coffee    | 30. Orange           |                    |
| 20. Garlic    | 31. Oregano          |                    |

## Scoring

Activities	Individual Points	Team Points
Team product development project		400
Team food safety/sanitation		80
Math/Problem solving	25	100
Food safety and quality	50	200
Sensory evaluation	40	160
Objective test	50	200
<b>MAXIMUM POINTS POSSIBLE</b>	<b>165</b>	<b>1,140</b>

### TIEBREAKERS

#### Team:

1. Team product development
2. Individual test (combined score)

#### Individual:

1. Written exam
3. Food safety and quality
4. Sensory evaluation



## References

*This list of references is not intended to be all-inclusive. Other sources may be utilized, and teachers are encouraged to make use of the very best instructional materials available. Make sure to use discretion when selecting website references by only using reputable, proven sites. The following list contains references that may prove helpful during event preparation. The most current edition of resources will be used.*

- Past CDE materials and other resources are available by logging in at [FFA.org](http://FFA.org).

### EXAM REFERENCES

- Principles of Food Science. 4th edition. 2015. Janet Ward and Larry Ward. The Goodheart-Willcox Company, INC.
- Principles of Food Sanitation. 5th Edition. 2006. Norman G. Marriott and Robert B. Gravani, Springer Science + Business Media, Inc.
- Institute of Food Technology website, <http://www.ift.org>
- USDA Food Safety and Inspection Service website, <http://www.fsis.usda.gov>

US Food and Drug Administration, <http://www.FDA.gov>

### MATH/ PROBLEM SOLVING REFERENCE

The event will utilize the USDA Food Safety Inspection Service Processing Inspectors' Calculations Handbook (revised 1995) as the resource for the development of problem-solving problems relating to the following sections: Conversions (e.g., metric, US equivalents, grams, ounces, percent, ppm, Celsius, Fahrenheit); Pearson's Square; Percent of an ingredient in a formula; Yield; Shrink loss; Volume of a container; Calorie calculations; Total energy calculations. The resource can be found at this link:

[https://www.fsis.usda.gov/sites/default/files/media\\_file/2020-07/7620.3.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/2020-07/7620.3.pdf)

### GENERAL REFERENCES

- Penn State Kitchen Chemistry: Experiments, resources and materials for educators and students, <http://foodscience.psu.edu/public/kitchen-chemistry>
- Food Safety Education, <https://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education/teach-others/download-materials/for-kids-and-teens/for-kids-and-teens>
- Partnership for Food Safety Education, <http://www.fightbac.org>
- FoodSafety.gov, <http://www.foodsafety.gov>
- Good Manufacturing Practices, <https://www.fda.gov/food/current-good-manufacturing-practices-cgmps/good-manufacturing-practices-gmps-21st-century-food-processing>
- Inspection Service Processing Inspectors' Calculations Handbook (revised 1995): <http://www.aamp.com/foodsafety/documents/Directive7620-3.pdf>
- The New and Improved Nutrition Facts Label - Key Changes, <https://www.fda.gov/media/99331/download>
- USDA Food Safety Inspection Service Processing Inspectors' Calculations Handbook (revised 1995) the collection of sample calculations for food processing relating to the following sections: Conversions (e.g., metric, US equivalents, grams, ounces, percent, ppm, Celsius, Fahrenheit); Pearson's Square; Percent of an ingredient in a formula; Yield; Shrink loss; Volume of a container; Calorie calculations; Total energy calculations. [https://www.fsis.usda.gov/sites/default/files/media\\_file/2020-07/7620.3.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/2020-07/7620.3.pdf)

# Team Product Development Project Scorecard

400 POINTS

Chapter	State	Team Number	
		Possible Score	Team Score
<b>Package Display Components</b>			
<b>Use and development of nutrition label</b>			
• Required information present		10	
• Correct calculations		10	
• Correct organization		10	
<b>Use and development of the ingredient statement</b>			
• Present		10	
• Correct order and all ingredients included		10	
• Location on package		10	
<b>Use of principle display panel to convey information</b>			
• All required components		15	
• Correct information		15	
• Location on package		10	
<i>Package Design Subtotal</i>		100	
<b>Product Development Oral Presentation</b>			
<b>Cost of goods sold</b>			
• Costing		20	
• Accuracy			
<b>Nutrition</b>			
• Communicate nutritional quality of product		20	
• Apply nutritional quality to health benefits			
<b>Target audience</b>			
• Identification of key consumer		20	
<b>Quality control</b>			
• Key quality attribute of consistent product		20	
• Examples: flavor, color, texture, net weight, size, etc.			
<b>Marketing and sales</b>			
• Communicated with future users		20	
• Promotions			
• Market location			
<b>Product</b>			
• Appearance		20	
• Texture			
• Shelf-life			
• Interaction of ingredients			
• Creativity			
<b>Processing</b>			
• Description of how to make product		20	
• Equipment			
• Flow diagram, unit operations			
• People			
<b>Packaging</b>			
• Materials used		20	
• Appropriate for use of product			
• Creativity			

	Possible Score	Team Score
<b>Food Safety</b>	20	
<ul style="list-style-type: none"> <li>Discussed potential hazards/concerns associated with products</li> </ul>		
<b>Formulation concepts</b>		
<ul style="list-style-type: none"> <li>How well did product match concept/product development scenario?</li> </ul>	30	
<ul style="list-style-type: none"> <li>Category</li> </ul>	5	
<ul style="list-style-type: none"> <li>Platform</li> </ul>	5	
<b>Quality of presentation</b>		
<ul style="list-style-type: none"> <li>Equitable participation of team members</li> </ul>	5	
<ul style="list-style-type: none"> <li>Organization</li> </ul>	5	
<ul style="list-style-type: none"> <li>Use of time allowed</li> </ul>	5	
<ul style="list-style-type: none"> <li>Professionalism</li> </ul>	5	
<ul style="list-style-type: none"> <li>Presence and enthusiasm</li> </ul>	5	
<ul style="list-style-type: none"> <li>Mannerisms</li> </ul>	5	
<i>Product Development Oral Presentation Subtotal</i>	250	
<b>Response to judges' questions</b>		
<b>Team participation in question response</b>	25	
<ul style="list-style-type: none"> <li>All team members contributed</li> </ul>		
<b>Quality of response</b>	25	
<ul style="list-style-type: none"> <li>Accuracy</li> <li>Ability to answer</li> <li>Originality</li> <li>Knowledge</li> </ul>		
<i>Response to Judges' Questions Subtotal</i>	50	
<b>TOTAL POINTS</b>	400	

# Team Activity Preparation Rubric

20 POINTS

Chapter		State		Team Number	
Indicator	Very strong evidence of skill 5-4 points	Moderate evidence of skill 3-2 points	Weak evidence of skill 1-0 points	Points Earned	Total Score
Effective listening	Clearly evident that all team members are listening.	Listening occurs but distraction is evident.	Not listening to each other and/or talking over each other.		
Oral communication	Clearly evident that all team members are discussing the topic.	Communication occurs but side conversations are occurring or two to three are members dominating.	One member dominating conversation.		
Demonstrated cooperation	All team members clearly completing tasks, sharing written and oral solutions. All team members clearly respected the input of other team members.	Tasks primarily completed by two to three members, other members assist occasionally. Most team members respected the input of other team members.	Tasks primarily completed by one member, other members contributing only slightly. The team members did not respect the input of other team members.		
Participated in the team preparation	Clearly all team members are engaged, attentive, and making notes. Clearly all team members demonstrate efficient use of his/her time in comprising the plan.	Members are engaged and attentive with two to three making notes, participation fades over time. Most team members demonstrate efficient use of his/her time in comprising the plan.	One to two members form the primary team, other members occasionally participate early on but fade over time. One to two team members demonstrate efficient use of his/her time in comprising the plan.		
TOTAL					

# Customer Inquiry Rubric

25 POINTS

Chapter	State	Team Number	
		Points Possible	Points Earned
<b>Scenario # 1:</b> This issue represented in this scenario is a:		2	
<input type="checkbox"/> Food Quality Issue <input type="checkbox"/> Food Safety Issue			
Is the concern or hazard primarily ( <i>Check only one</i> ):		3	
<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Physical			
<b>Scenario # 2:</b> This issue represented in this scenario is a:		2	
<input type="checkbox"/> Food Quality Issue <input type="checkbox"/> Food Safety Issue			
Is the concern or hazard primarily ( <i>Check only one</i> ):		3	
<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Physical			
<b>Scenario # 3:</b> This issue represented in this scenario is a:		2	
<input type="checkbox"/> Food Quality Issue <input type="checkbox"/> Food Safety Issue			
Is the concern or hazard primarily ( <i>Check only one</i> ):		3	
<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Physical			
<b>Scenario # 4:</b> This issue represented in this scenario is a:		2	
<input type="checkbox"/> Food Quality Issue <input type="checkbox"/> Food Safety Issue			
Is the concern or hazard primarily ( <i>Check only one</i> ):		3	
<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Physical			
<b>Scenario # 5:</b> This issue represented in this scenario is a:		2	
<input type="checkbox"/> Food Quality Issue <input type="checkbox"/> Food Safety Issue			
Is the concern or hazard primarily ( <i>Check only one</i> ):		3	
<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Physical			
<b>TOTAL</b>		25	



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

**RESOLUTION NO. 23-05-1092**

**A RESOLUTION HONORING BRICEVILLE LIBRARY WEEK**  
**MAY 15 - 22, 2023**

**WHEREAS**, Briceville Library Week is a celebration highlighting the valuable role the Briceville Library plays in improving lives of children and strengthening the Briceville community; and

**WHEREAS**, the Briceville Public Library provides the opportunity for everyone, including children, to pursue their passions and engage in lifelong learning and reading adventures; and

**WHEREAS**, the Briceville Public Library has long served as a trusted place for parents to allow children to safely explore the world of books; and

**WHEREAS**, the Briceville Public Library strives to develop and maintain programs and child safe collections for the Briceville community, promotes safe places for children to explore books and reading; and

**WHEREAS**, Briceville Public Library plays a critical role in the economic vitality of the Briceville community by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

**WHEREAS**, Briceville Public Library is a public place that promotes a sense of local connection, advancing understanding, civic engagement, child-safe and shared community goals; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Anderson County Board of Commissioners meeting in regular session this 15<sup>th</sup> day of May 2023, that we honor the Briceville Public Library and their efforts to educate our citizens, develop our children, and improve the Briceville community.

**BE IT FURTHER RESOLVED** that we proclaim May 15-22, 2023, as “Briceville Library Week” in Anderson County.

**RESOLVED, DULY PASSED AND EFFECTIVE** this 15<sup>th</sup> day of May 2023;

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Joshua N. Anderson, Chairman

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Terry Frank, Mayor

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Jeff Cole, County Clerk (ATTEST)

Anderson County Board of Commissioners  
**NOMINATING COMMITTEE**  
Minutes

May 8, 2023

**Members Present:** Tyler Mayes, Denise Palmer, Tim Isbel, Sabra Beauchamp, and Phil Yager

**Members Absent:** Joshua Anderson and Jerry White

**Call to Order:** Chairman Mayes called the meeting to order.

Commissioner Palmer made a motion to run a Public Notice for the county appointment for the Library Board opening to have applications before the June Nominating Committee meeting and do the interview process at that meeting. Seconded by Commissioner Isbel. Motion passed.

Commissioner Yager made a motion to nominate the following commissioners to the Human Trafficking Task Force. Seconded by Commissioner Beauchamp. Commissioner Isbel moved to cease nominations and nominate by acclamation. Motion passed to forward to full commission for approval.

- Shelly Vandagriff
- Denise Palmer
- Shain Vowell

**Old Business**

None.

**Meeting Adjourned**

Anderson County Board of Commissioners  
**Information Technology Advisory Board**  
**MINUTES**

March 15, 2022 10:00 am  
Room 118A

**Members Present:** Jeff Cole, Anthony Allen, Kim Jeffers-Whitaker, Tim Shelton,  
Johnny Alley, Rex Lynch, Robby Holbrook, Russell Barker

**Others Present:** Brian Young, Tammy Catron, Jay Yeager

**Members Absent:** Gary Long, Regina Copeland, Terry Frank, Hal Cousins,

Chairman Cole called the meeting to order.

Rex Lynch made a motion to approve Resolution No. 23-05-1090 Requesting the Anderson County IT Department to (1) Prohibit Anderson County Employees From Downloading or Using the TIKTOK Application on any County-Issued Device. (2) Prohibit Persons or Entities Contracting with the County from Downloading or Using the TIKTOK Application on any County–Owned or County –Leased Devices (3) Develop a Procedure for the Timely Removal of TIKTOK From All County–Owned and County–Leased Devices; and (4) Develop a Policy and Procedure Providing for Public Safety and Cybersecurity Exemptions Related to TIKTOK Usage. Seconded by Commissioner Allen. Motion passed to forward to full commission for approval.

Purchase additional back-up servers – Discussion. No Action Taken.

Retention Policy – Discussion. No Action Taken.

**Old Business**

None

**New Business**

None

**Adjourn.**

Anderson County, Tennessee  
Board of Commissioners

**RESOLUTION NO. 23-05-1090**

**A RESOLUTION REQUESTING THE ANDERSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO (1) PROHIBIT ANDERSON COUNTY EMPLOYEES FROM DOWNLOADING OR USING THE TIKTOK APPLICATION ON ANY COUNTY-ISSUED DEVICE; (2) PROHIBIT PERSONS OR ENTITIES CONTRACTING WITH THE COUNTY FROM DOWNLOADING OR USING THE TIKTOK APPLICATION ON ANY COUNTY- OWNED OR COUNTY-LEASED DEVICES; (3) DEVELOP A PROCEDURE FOR THE TIMELY REMOVAL OF TIKTOK FROM ALL COUNTY-OWNED AND COUNTY-LEASED DEVICES; AND (4) DEVELOP A POLICY AND PROCEDURE PROVIDING FOR PUBLIC SAFETY AND CYBERSECURITY EXEMPTIONS RELATED TO TIKTOK USAGE.**

**WHEREAS**, TikTok, a video-sharing social media application with more than one billion users worldwide, is owned by ByteDance Ltd., an internet technology company headquartered in China; and

**WHEREAS**, TikTok has been downloaded in the United States on more than 100 million devices; and

**WHEREAS**, TikTok automatically captures personal information of its users, such as location data and search histories; and

**WHEREAS**, Chinese-based employees of TikTok, according to the company's CEO, have access to United States users' data; and

**WHEREAS**, legislation enacted by the Chinese Communist Party, titled the 2017 National Intelligence Law, requires Chinese citizens and businesses to share data with the Chinese government in furtherance of its efforts to gather intelligence; and

**WHEREAS**, access by the Chinese Communist Party to Americans' personal information and data can pose security risks at the national, state, and local levels; and

**WHEREAS**, on June 9, 2021, United States President Joseph R. Biden, Jr. issued Executive Order 14034 initiating an investigation of the national security risks posed by foreign-owned apps such as TikTok, citing concerns over foreign adversaries accessing the personal information of persons who live in the United States; and

**WHEREAS**, on December 14, 2022, the United States Senate passed S. 1134, a bill filed by Senator Josh Hawley (R-Missouri) entitled the "No TikTok on Government Devices Act," which requires certain federal agencies to create guidelines for the removal of TikTok from all devices issued by the federal government and used by executive agencies; and

**WHEREAS**, on December 29, 2022, President Biden signed into law H.R. 2617, the "Consolidated Appropriations Act, 2023," an omnibus spending bill that includes the provisions of S. 1134 requiring removal of TikTok from all devices issued by the federal government and used by executive agencies; and

**WHEREAS**, a growing list of governors, including those from Tennessee, Alabama, Georgia, Oklahoma, North Dakota, Texas, Nebraska, South Carolina, Iowa, Maryland, Montana, Virginia, New Hampshire, Idaho, and South Dakota, have issued executive orders banning TikTok on state-owned devices due to potential security concerns; and

**WHEREAS**, the Anderson County Board of Commissioners seeks to maintain the cybersecurity of Anderson County's government, as is necessary to serve the residents of the county.

**WHEREAS**, the Anderson County Employee Handbook addresses **"USE OF EQUIPMENT, and USE OF COMPUTER, INTERNET, PHONE AND MAIL"** systems which includes the following verbiage: "Anderson County Government will provide employees with the equipment and supplies needed to do their job. None of this equipment should be used for personal use..." and "Computers and related items and software are County property and are provided for the use of County employees for conducting County business..." "Employees do not have personal privacy rights or any reasonable expectation of privacy when it comes to information composed, created, received, downloaded, retrieved, stored, transmitted, viewed or sent using Anderson County Government's electronic communications devices. While the County respects the privacy and security needs for all individuals, authorized County representatives have the right to access and review electronic files, messages, mail, websites accessed, etc. for legitimate business reasons."

**WHEREAS**, the Anderson County Board of Commissioners fervently believes that the vast majority of Anderson County employees do not engage in improper use of county-issued devices and that this resolution should in no way be construed as punitive, rather it should be viewed as a security measure for the safety and protection of county employees, Anderson County Government, and the citizens of Anderson County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Anderson County, Tennessee, that we do hereby request that the county's Information Technology Department to: (1) prohibit Anderson County employees from downloading or using the TikTok application on any county-issued device; (2) prohibit persons or entities contracting with the county from downloading or using the TikTok application on any county-owned or county-leased devices; (3) develop a procedure for the timely removal of TikTok from all county-owned and county-leased devices, including any public access; and (4) develop a policy and procedure to provide for public safety and cybersecurity exemptions related to TikTok usage.

**BE IT FURTHER RESOLVED**, that this resolution shall become effective immediately upon its passage, the public welfare requiring it.

**APPROVED:**

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Josh Anderson, Commission Chairman

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Terry Frank, Anderson County Mayor

**ATTEST:**

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Jeff Cole, Anderson County Clerk