
Anderson County Board of Commissioners

Special Called Session Agenda June 22, 2023 @ 6:00 PM Room 312

- 1. Call To Order**
- 2. Prayer/Pledge of Allegiance**
- 3. Purpose of Special Called Meeting:**
 - Public Hearing
 - Approval of Fiscal Year 23/24 Budget
 - Approval of Tax Levy Resolution 23-06-1119, and Appropriation Resolution 23-06-1120
 - Sales Agreement between Crossroads Fellowship Church and Anderson County Board of Education from June 19th Commission Meeting.
- 4. Adjourn**

**Respectfully Submitted,
Joshua Anderson, Chairman**

Notice of Proposed Budget

In compliance with section 5-21-111, Tennessee Code Annotated, notice is hereby given that the proposed budgets are to be presented to the County Legislative Body. The public hearing conducted by the Budget Committee will be held on Thursday, June 22nd, at 6:00 p.m. in the County Commission Room 312, Anderson County Courthouse, Clinton, TN

Any citizen of the county upon five days written request shall have the right to appear and state such citizen's views on the budget

Funds	Actual 2021-2022	Estimated 2022-2023	Proposed Budget 2023-2024
101 General Fund			
Estimated Revenues and Other Sources			
Local Taxes	\$27,754,411	\$27,084,357	\$28,636,514
State of Tennessee	\$3,018,695	\$4,524,385	\$4,017,940
Federal Government	\$689,430	\$721,248	\$938,992
Other Sources	\$327,871	\$542,443	\$252,000
Total Estimated Revenue & Other Sources	\$31,790,407	\$32,872,433	\$33,845,446
Estimated Expenditures and Other Uses			
Salaries	\$15,443,746	\$15,881,282	\$19,065,990
Other Cost	\$14,719,356	\$14,135,744	\$14,863,409
Total Estimated Expenditures & Other Uses	\$30,163,102	\$30,017,026	\$33,929,399
Estimated Beginning Fund Balance - July 1	\$17,033,217	\$18,051,764	\$20,907,171
Estimated Ending Fund Balance - June 30	\$18,051,764	\$20,907,171	\$20,823,218
Employee Positions	373	380	385
131 Highway Fund			
Estimated Revenues and Other Sources			
Local Taxes	\$2,006,885	\$1,736,057	\$2,096,254
State of Tennessee	\$3,475,111	\$2,504,000	\$7,214,300
Federal Government	\$749	\$0	\$0
Other Sources	\$1,800	\$0	\$0
Total Estimated Revenue & Other Sources	\$5,484,545	\$5,142,563	\$9,310,554
Estimated Expenditures and Other Uses			
Salaries	\$1,019,698	\$1,014,505	\$1,734,768
Other Cost	\$4,805,615	\$5,440,865	\$7,633,775
Total Estimated Expenditures & Other Uses	\$5,825,313	\$6,455,370	\$9,368,543
Estimated Beginning Fund Balance - July 1	\$5,160,713	\$4,819,945	\$3,507,138
Estimated Ending Fund Balance - June 30	\$4,819,945	\$3,507,138	\$3,449,149
Employee Positions	30	32	35
141 General Purpose School Fund			
Estimated Revenues and Other Sources			
Local Taxes	\$30,841,094	\$31,250,000	\$31,364,000
State of Tennessee	\$36,210,761	\$37,040,432	\$44,334,000
Federal Government	\$303,273	\$231,972	\$175,000
Other Sources	\$284,964	\$358,130	\$300,000
Total Estimated Revenue & Other Sources	\$67,640,092	\$68,880,534	\$76,173,000
Estimated Expenditures and Other Uses			
Salaries	\$37,915,993	\$40,489,560	\$45,651,350
Other Cost	\$25,331,756	\$29,997,471	\$32,019,105
Total Estimated Expenditures & Other Uses	\$63,247,749	\$70,487,031	\$77,670,455

Estimated Beginning Fund Balance - July 1	\$15,257,819	\$19,650,162	\$18,043,665
Estimated Ending Fund Balance - June 30	\$19,650,162	\$18,043,665	\$16,546,210
Employee Positions	1,181	1,185	920

151 Debt Service Fund

Estimated Revenues and Other Sources			
Local Taxes	\$1,946,876	\$1,843,996	\$1,943,866
Other Sources	\$323	\$5,000	-
Total Estimated Revenue & Other Sources	\$1,947,199	\$1,940,738	\$1,943,866
Total Estimated Expenditures & Other Uses	\$3,196,585	\$1,753,324	\$1,784,609
Estimated Beginning Fund Balance - July 1	\$1,816,053	\$566,667	\$754,081
Estimated Ending Fund Balance - June 30	\$566,667	\$754,081	\$913,338

152 Rural School Debt Service Fund

Estimated Revenues and Other Sources			
Local Taxes	\$210,661	\$206,332	\$270,192
Other Sources	\$1,131,053	\$1,450,000	\$1,450,000
Total Estimated Revenue & Other Sources	\$1,341,714	\$1,656,332	\$1,720,192
Total Estimated Expenditures & Other Uses	\$1,928,152	\$1,746,521	\$1,730,513
Estimated Beginning Fund Balance - July 1	\$962,429	\$375,991	\$285,802
Estimated Ending Fund Balance - June 30	\$375,991	\$285,802	\$275,481

156 Educational Debt Service Fund

Estimated Revenues and Other Sources			
Local Taxes	\$1,864,876	\$1,751,929	\$1,819,950
Other Sources	\$2,693	\$50,000	\$50,000
Total Estimated Revenue & Other Sources	\$1,867,839	\$1,801,929	\$1,869,950
Total Estimated Expenditures & Other Uses	\$1,941,495	\$1,929,653	\$1,881,632
Estimated Beginning Fund Balance - July 1	\$454,428	\$380,772	\$253,048
Estimated Ending Fund Balance - June 30	\$380,772	\$253,048	\$241,366

FY24 Budget Highlights

Here is a high-level summary of the proposed fiscal year 2024 budget:

Again, I think the biggest highlight is "this is a no tax increase budget". Even so, we were able to accomplish some important things without an increase like:

- Provide 5% raises for all permanent full-time and permanent part-time employees, and provide 5% CTAS raises for Elected Officials and Commission.
- Increased funding to the Sheriff's Departments by \$1.4 million that provided for a new compensation plan with raises averaging 13%, longevity pay and merit raises.
- Balanced the EMS budget by using \$460,000 of ARP funds.
- Capped property tax funding for the Library fund at \$526,484 to meet MOE requirements.
- The Fund 263-Self Insurance Plan added a Bronze-level Healthcare Plan with no employee cost for single coverage, gave an additional \$60 a year discount to each employee completing a Health Risk Assessment screening, and reduced the County's cost for health insurance match by 5%.
- The Board of Education included 5% pay increase for all staff, with a \$1,000 additional to all certified scales.

ANDERSON COUNTY GOVERNMENT

ESTIMATED FUND BALANCES FOR FISCAL YEAR ENDING JUNE 30, 2023

Fund Description	Estimated ¹ Unrestricted Fund Equity July 1, 2023	Budgeted Revenues	Budgeted Expenditures	Budgeted Excess (Deficiency)	Estimated ¹ Unrestricted Fund Equity June 30, 2024
101 County General Fund	\$11,000,000	\$33,900,446	\$33,931,699	(\$31,253)	\$10,968,747
115 Library Fund	\$375,000	\$678,695	\$683,836	(\$5,141)	\$369,859
116 Solid Waste Fund	\$400,000	\$2,130,635	\$2,122,668	\$7,967	\$407,967
118 EMS	\$150,000	\$6,936,311	\$6,888,455	\$47,856	\$197,856
122 Drug Control Fund	\$125,450	\$60,000	\$60,000	\$0	\$125,450
127 Channel 95 Fund	\$65,000	\$181,100	\$192,136	(\$11,036)	\$53,964
128 Tourism Fund	\$600,000	\$662,671	\$676,387	(\$13,716)	\$586,284
131 Highway / Public Works Fund	\$4,500,000	\$9,310,554	\$9,155,643	\$154,911	\$4,654,911
141 General Purpose School Fund	\$16,000,000	\$76,173,000	\$77,670,455	(\$1,497,455)	\$14,502,545
143 Central Cafeteria Fund	\$3,200,000	\$4,585,500	\$5,649,369	(\$1,063,869)	\$2,136,131
151 General Debt Service Fund	\$900,000	\$1,943,866	\$1,784,609	\$159,257	\$1,059,257
152 Rural School Debt Service Fund	\$491,000	\$2,171,192	\$1,730,512	\$440,680	\$931,680
156 High School Debt Service Fund	\$300,000	\$1,919,950	\$1,925,132	(\$5,182)	\$294,818
171 General Capital Project Fund	\$450,000	\$437,143	\$437,143	\$0	\$450,000
177 Education Capital Project Fund	\$600,000	\$939,235	\$939,235	\$0	\$600,000
263 Anderson County Benefit Plan	\$2,000,000	\$4,804,028	\$5,115,016	(\$310,988)	\$1,689,012
TOTAL FOR ALL FUNDS	\$41,156,450	\$146,834,326	\$148,962,295	(\$2,127,969)	\$39,028,481

460,000 ARP Funding included in revenue

RESOLUTION #23-06-1119
RESOLUTION FIXING THE TAX LEVY IN ANDERSON COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023

SECTION 1. BE IT RESOLVED, by the Board of County Commissioners of Anderson County, Tennessee assembled in a special called session on the 22th day of June, 2023 that the combined property tax rate for Anderson County, Tennessee, for the fiscal year beginning July 1, 2023, shall be \$2.6016 on each \$100.00 of the taxable property within the boundaries of the City of Clinton; \$2.4560 on each \$100.00 of the taxable property within the boundaries of the City of Oak Ridge; and \$2.6289 on each \$100.00 of the taxable property in Oliver Springs, Rocky Top, Norris, and Rural Anderson County, which levy is to provide revenue for each of the following funds and otherwise conform to the following levies:

<u>Fund</u>	<u>of Clinton</u>	<u>of Oak Ridge</u>	<u>Anderson County</u>
County General	0.6823	0.6823	0.6823
Library	0.0258	0.0258	0.0258
Solid Waste	0.0709	0.0709	0.0709
Ambulance	0.0212	0.0212	0.0212
Highway	0.0266	0.0266	0.0266
Public Schools	1.4708	1.4708	1.4708
Debt Service	0.0915	0.0915	0.0915
Rural Debt Service	0.0000	0.0000	0.0273
HS Debt Service	0.1456	0.0000	0.1456
Capital Projects Fund	0.0213	0.0213	0.0213
Educational Projects Fund	<u>0.0456</u>	<u>0.0456</u>	<u>0.0456</u>
TOTAL	2.6016	2.4560	2.6289

SECTION 2. BE IT RESOLVED, that there is levied by and for use of Anderson County, Tennessee, a Business Tax (provided in thereto) on the businesses in Anderson County, Tennessee, or exercising a taxable privilege as approved by said Act, at the rates and in the manner prescribed by said Act. The proceeds of the privilege taxes herein levied shall be apportioned to the Anderson County General Fund.

SECTION 3. BE IT RESOLVED, that there is hereby and for the use of Anderson County, Tennessee a severance tax (provided in chapter 795 of the Public Acts of Tennessee, 1972, amended 1974) on all coal products severed from the ground in Anderson County, Tennessee, as provided in said Act. The proceeds of the severance tax herein levied shall be apportioned for the following specific purposes as proscribed by said Act: one-half (1/2) of all revenues collected shall be used for highway and stream cleaning systems of said county; one-half (1/2) of all revenues collected shall be used for education.

SECTION 4. BE IT RESOLVED, that any property tax collections designated for the Library Fund shall be capped at \$526,484. Any property tax collections in excess of this amount will be redirected to the General Fund.

SECTION 5. BE IT RESOLVED, that all resolutions of the Board of County Commissioners of Anderson County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 6. BE IT RESOLVED, that this resolution shall take effect after its passage the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners of Anderson County.

Terry Frank, County Mayor

Joshua Anderson, Commission Chairman

Jeff Cole, County Clerk

RESOLUTION #23-06-1120

A RESOLUTION MAKING APPROPRIATION FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF ANDERSON COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

SECTION 1. BE IT RESOLVED, by the Board of County Commissioners of Anderson County, Tennessee assembled in a special called session on the 22th day of June, 2023 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Anderson County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt, maturing during the year beginning July 1, 2023, and ending June 30, 2024, according to the following schedule:

101 COUNTY GENERAL FUND

51100	County Commission	372,840.00
51210	Board of Equalization	14,095.00
51240	Conservation Commission	364,890.00
51300	County Mayor	328,820.00
51310	Personnel Office (HR)	260,481.00
51400	County Attorney/Law Director	483,727.00
51500	Election Commission	499,452.00
51600	Register of Deeds	467,562.00
51720	Planning and Zoning	352,528.00
51730	Maintenance	89,757.00
51800	County Buildings	969,606.00
51900	Other General Administration	467,642.00
51910	Vault/County Historian	58,795.00
52100	Accounting	684,724.00
52200	Purchasing	193,371.00
52300	Property Assessor's Office	750,994.00
52400	County Trustee	769,189.00
52500	County Clerk's Office	1,034,733.00
52600	Data Processing	431,883.00
53100	Circuit Court	1,351,275.00
53200	Criminal Court	1,550.00
53310	General Sessions Judge	610,097.00
53330	Drug Court	101,250.00
53400	Chancery Court	562,095.00
53500	Juvenile Court	688,951.00
53600	District Attorney General	473,776.00
53610	District Public Defender	41,895.00
53700	Judicial Commissioners	2,154.00
53800	Probate Court	3,500.00
53900	Pre-Trial Release Program	144,346.00
53920	Courtroom Security	30,400.00
53930	Victims Assistance	31,000.00

RESOLUTION #23-06-1120

54110	Sheriff's Department	6,827,928.00
54210	Jail	7,889,504.00
54230	Alternatives to Incarceration	121,750.00
54260	Commissary	35,000.00
54410	Emergency Management	613,618.00
54420	Rescue Squad	27,500.00
54490	Emergency Communications	949,606.00
54610	County Coroner/Medical Examiner	400,000.00
54900	Other Public Safety – Motor Pool	544,730.00
55110	Local Health Center	270,362.00
55120	Rabies and Animal Control	378,393.00
55160	Dental Health Program	435,933.00
55190	Other Local Health Service	515,400.00
55390	Appropriation to State	123,486.00
56300	Senior Citizens Assistance	175,240.00
56700	Parks and Fair Boards	3,000.00
57100	Agricultural Extension Services	215,827.00
57500	Soil Conservation	44,121.00
57800	Storm Water	35,110.00
58120	Industrial Development	162,000.00
58300	Veterans' Service	114,037.00
58400	Other Charges	533,600.00
58900	Miscellaneous	247,806.00
91170	Public Utility Projects	<u>630,370.00</u>
	TOTAL COUNTY GENERAL FUND	\$ 33,931,699.00
 115 ANDERSON COUNTY LIBRARY BOARD		
56500	Libraries	\$ 683,836.00
 116 SOLID WASTE FUND		
55710	Sanitation Management	210,346.00
55732	Convenience Centers	828,000.00
55739	Other Waste Collection	75,322.00
55751	Recycling Centers	20,000.00
55754	Landfill Operation	869,000.00
55759	Other Waste Disposal	<u>120,000.00</u>
	TOTAL SOLID WASTE FUND	\$ 2,122,668.00
 118 AMBULANCE/EMERGENCY MEDICAL SERVICES		
55130	Ambulance Service	\$ 6,888,455.00

RESOLUTION #23-06-1120

122 DRUG CONTROL FUND

54150	Drug Enforcement	\$	60,000.00
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127 CHANNEL 95 ENTERPRISE FUND

56900	Other Social, Cultural & Recreational	\$	192,136.00
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128 TOURISM COUNCIL FUND

58110	Tourism	\$	676,387.00
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131 HIGHWAY/PUBLIC WORKS FUND

61000	Administration		380,584.00
62000	Highway and Bridge Maintenance		2,490,342.00
63100	Operation & Maintenance Equipment		922,714.00
65000	Other Charges		256,944.00
68000	Capital Outlay		<u>5,105,059.00</u>
	TOTAL HIGHWAY/PUBLIC WORKS FUND	\$	9,155,643.00

141 GENERAL PURPOSE SCHOOL FUND

71100	Regular Instruction Program		31,253,213.00
71200	Special Education Instruction Program		7,818,550.00
71300	Vocational Educational Instruction Program		3,959,015.00
72110	Support Services – Attendance		355,550.00
72120	Support Services – Health		1,612,975.00
72130	Support Services – Other Student Support		2,274,850.00
72210	Support Services – Regular Instruction Staff		1,102,590.00
72220	Support Services – Special Education Instructional		1,497,950.00
72230	Support Services – Vocational Instructional Staff		205,570.00
72250	Support Services – Technology		1,989,420.00
72310	Support Services – General Administration – BOE		1,809,609.00
72320	Support Services – Director of Schools		613,975.00
72410	Support Services – Office of Principal		5,739,714.00
72510	Support Services – Fiscal Services		734,260.00
72520	Support Services – Human Resources		112,100.00
72610	Support Services – Operation of Plant		5,515,422.00
72620	Support Services – Maintenance of Plant		1,924,867.00
72710	Support Services – Student Transportation		4,250,975.00
72810	Central & Other		392,500.00
73100	Food Service		7,350.00
76100	Regular Capital Outlay		2,500,000.00
82230	Debt – Contributions		<u>2,000,000.00</u>
	TOTAL GENERAL PURPOSE SCHOOL FUND	\$	77,670,455.00

RESOLUTION #23-06-1120

143 CENTRAL CAFETERIA FUND

73100	Food Services	\$ 5,649,369.00
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DEBT SERVICE FUNDS

151	General Debt Service Fund	\$ 1,784,609.00
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152	Rural School Debt Service Fund	\$ 1,730,512.00
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156	High School Debt Service Fund	\$ 1,925,132.00
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171 GENERAL CAPITAL PROJECT FUND

91100	Capital Projects	\$ 437,143.00
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177 EDUCATIONAL CAPITAL PROJECT FUND

91100	Capital Projects	\$ 939,235.00
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263 ANDERSON COUNTY BENEFIT PLAN FUND

51900	Anderson County Benefit Plan	\$ 5,115,016.00
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TOTAL ALL FUNDS	\$ 148,962,295.00
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SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that if any officials, as enumerated in Section 8-22-102, T.C.A. (Tennessee code Annotated), operate under provisions of Section 8-22-104 T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IF FURTHER RESOLVED, that any amendment to the budget shall be approved as provided in Section 5-9-407 T.C.A. One copy of each amendment shall be filed with the County Clerk, one copy with Chairman of the Budget Committee, and with each divisional or departmental head concerned. Under Section 5-21-113(e)(1) T.C.A. the Budget Committee, with the consent of any official, head of any department or division that may be affected, may make transfers and adjustments within the smallest budgetary itemization of any subdivision. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

RESOLUTION #23-06-1120

SECTION 4. BE IT FURTHER RESOLVED, that any appropriation made by this resolution that covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee or agent of the county shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division, or department of the county in excess of the appropriation made herein for such office, agency, institution, division, or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division, or department for the year ending June 30, 2024. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FUTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the year in which the expenditures is to be made to meet such additional appropriation. Said appropriation resolution shall be submitted to and approved by the State Director of Local Finance after its adoption as provided by Section 9-21-403, T.C. A.

SECTION 6. BE IT FURTHER RESOLVED, whereas Section 5-9-109, T.C.A., authorized the county legislative body to make appropriation to nonprofit charitable organizations; and,

WHEREAS, the Anderson County Board of County Commissioners recognized the various nonprofit charitable organizations located in Anderson County have great need for funds to carry out their nonprofit charitable work,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Anderson County, on this 22th day of June, 2023.

SECTION 6.1 That the following list of nonprofit organizations and amounts be appropriated to promote the economic welfare of Anderson County.

Anderson County Chamber of Commerce (58120)	30,000.00
Anderson County Economic Development Association (58120)	124,500.00
East Tennessee Economic Development Association (58120)	7,500.00
East Tennessee Human Resource Agency, Inc. (58400)	11,000.00
Anderson County Fair Association (56700)	3,000.00
Volunteer Fire Departments (54410)	151,200.00
Volunteer Fire Department Truck (54410)	135,813.00
Anderson County Rescue Squad, Inc. (54420)	<u>27,500.00</u>
Total	\$ 490,513.00

SECTION 6.2. That these amounts listed be appropriated to the various nonprofit organizations listed to promote funds for the ongoing programs of the organizations.

RESOLUTION #23-06-1120

BE IT FURTHER RESOLVED, that all appropriations enumerated in Sections 6.1 through 6.2 above are made subject to the following conditions.

1. That the nonprofit charitable organizations to which funds are appropriated shall file with the County Clerk and disbursing officials the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such nonprofit organizations in accordance with Section 5-9-109(c), T.C.A.
2. That said funds must only be used by the named nonprofit charitable organizations in furtherance of their nonprofit charitable purpose benefiting the general welfare of the residents of Anderson County.
3. That it is the expressed interest of the County Commission of Anderson County in providing these funds to the above-named nonprofit charitable organizations to be fully in compliance with chapter 0390-2-7 of the rules of the Comptroller of the Treasury and Section 5-9-109 of the T.C.A. and any and all other laws which may apply to county appropriation to nonprofit organizations, and so this appropriation is made subject to compliance with any and all of these laws by regulations.

SECTION 7. BE IT FURTHER RESOLVED, that the County Mayor and the Director of Finance and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Finance, to pay for the expenses herein authorized until the taxes and other revenue for year 2023-2024 have been collected. The proceeds of loans for each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which the money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, T.C.A. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later the June 30, 2024.

SECTION 8. BE IT FURTHER RESOLVED, that the delinquent County property taxes collected by the Clerk and Master for the year 2021 and prior years and the interest and penalty thereon collected during the year ending June 30, 2024, shall be apportioned to the General Purpose School Fund at 60% (subject to apportionment requirement on the basis of WFTEADA) and to the General Fund at 40%. The delinquent County property taxes collected by the Trustee for the year 2022 and the interest and penalty thereon collected during the year ending June 30, 2024, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2022. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 9. BE IT FURTHER RESOLVED, that the Local Option Sales tax portion that is split between the County General Fund and the Highway Fund should be 63% and 37% respectively.

RESOLUTION #23-06-1120

SECTION 10. BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Funds and Other Education Special Revenue Funds shall be the budget and any related amendments or transfers approved by the Anderson County Board of Education for the separate projects within the funds 142 and 145.

SECTION 11. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the year shall lapse and be of no further effect at the end of the year at June 30, 2024.

SECTION 12. BE IT FURTHER RESOLVED, that any resolution or part of a resolution, which has heretofore been passed by the board of County Commissioners, which is in conflict with any provision in this resolution, be and the same is hereby repealed.

SECTION 13. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2023. This resolution shall be spread upon the minutes of the board of County Commissioners.

Terry Frank, County Mayor

Joshua Anderson, Commission Chairman

Jeff Cole, County Clerk

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

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

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

June 9, 2023

Katherine Ajmeri
Deputy Purchasing Agent
100 N. Main St.
Clinton, TN 37716

RE: Crossroads Christ Fellowship Church- Purchase for new Claxton Elem. School

Dear Katherine:

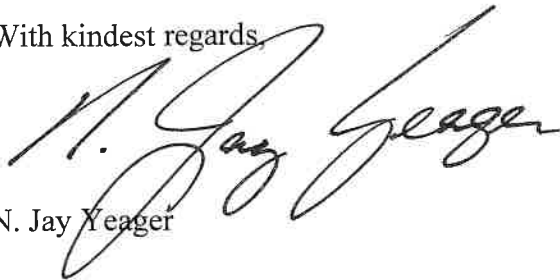
Pursuant to your request, I have reviewed the agreement between Anderson County and the above referenced contract for legal form. After review, I am satisfied this document meets or exceeds all requirements for contract formation under Tennessee law. Therefore, I have approved this contract as to legal form.

In addition, since this agreement extends beyond the current fiscal year, it will require Commission approval. Please insert the binding agreement date in Section 397, 398 and 399.

This approval is to legal form only. I assume, since you submitted this license agreement to my office for approval that you have read this agreement, and the terms and conditions set forth are desirable to you. If you would like additional guidance and advice regarding a specific provision of the contract, please feel free to contact me.

Please call, if you have additional questions or concerns.

With kindest regards,



N. Jay Yeager

Enclosure: 11 pages

AH JSX

**PURCHASING OFFICE
100 N. MAIN STREET
SUITE 214
CLINTON, TN 37716-3687
(865) 457-6251
FAX (865) 457-6252**

MEMORANDUM

DATE: May 26, 2023

TO: Jay Yeager

FROM: Katherine Ajmeri, Deputy Purchasing Agent

SUBJECT: Tennessee Valley Title Insurance Agency / Crossroads Christ Fellowship Church

Jay, please review the contract to purchase the land for the new Claxton Elementary School.

Thank you!

Katherine

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Anderson County Board of Education ("Buyer") agrees to buy and the undersigned seller Crossroads Christ Fellowship Church ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 105 Fellowship Lane (Address) Powell (City), Tennessee, 37849 (Zip), as recorded in Anderson County Register of Deeds Office, 1287 deed book(s), 657 page(s), and/or _____ instrument no. and as further described as: Map/Parcel 096/037.00 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be Three Million U.S. Dollars, (\$ 3,000,000) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement Date, the sum of \$25,000 with Tennessee Valley Title Insurance Agency ("Holder") located at 800 S. Gay St. Suite 1700 Knoxville, TN 37929 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

Tennessee Valley Title Insurance Agency

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve. Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. Inspection. Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 60 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 10 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. Title.

A. Warranties of Seller. Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

B. Title Issues and Objections. Buyer shall have 21 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections. UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 10 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period. Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. Closing.

A. Closing Date. This transaction shall be consummated on 08/25/2023, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. Closing Agency for Buyer & Contact Information:

Riverbend Title-Elizabeth Burrell-elizabeth@fbvlaw.com

Closing Agency for Seller & Contact Information:

Tennessee Valley Title Insurance Agency-Suzette Byrd-Suzette@tnvalleytitle.com

C. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☐ General Warranty Deed

☒ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. Conditions to Closing.

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel and, **if checked**, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. ***It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.***

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

Item to be Paid

Paid by Seller

Paid by Buyer

Survey

☐

☒

Title Examination

☐

☒

Premium for Standard Owner's Title Insurance Policy

☐

☒

Other: _____

☐

☐

Other: _____

☐

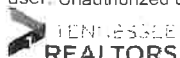
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Other: _____

☐

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10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]*:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | |

11. Representations and Warranties.

A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. Agency and Brokerage.

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☒ the Designated Agent for the Seller,
- ☐ the agent for the Seller,
- ☐ a Facilitator for the Seller, OR
- ☐ a dual agent.

- (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):


- ☒ the Designated Agent for the Buyer,
☐ the agent for the Buyer,
☐ a Facilitator for the Buyer, OR
☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

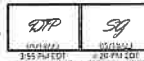
1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: None. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials



Buyer Initials



C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

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materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

14. Destruction of Property Prior to Closing. If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of See Addendum 1 after the date of Closing.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline**, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of

notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
- ☒ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☒ Exhibit "D" Seller's Warranties and Representations

Addendum 1 to Commercial Purchase and Sale Agreement (Dated May 18, 2023)

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

The following items are intended to be completed during the Inspection Period and are conditions to Buyer's obligation to close:

Buyer's approval to purchase by Anderson County Commission

Site Plan and Architectural Design approval by Anderson County Planning or appropriate body

Acceptable Geo Tec report on property not limited to undeveloped portion of property for future development.

Approved traffic study as required by Anderson County Planning or appropriate body

The following items will convey with the property:

Stove and Commercial Refrigerators in Kitchen

The following items will not convey with the property:

Three compartment book shelf in finance office, 1 in women's restroom, washer/dryer unit in women's bathroom in Fellowship Hall, Ice Maker, Dishwasher, stove and refrigerator in upstairs conference room, refrigerator in Academy office, two subwoofers in stage located in sanctuary and mobile chair lift in Fellowship Hall leading to Mezzanine.

☐ (Mark box if additional pages are attached.)

18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock ☐ a.m./ ☒ p.m. local time on the 22 day of May 2023.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

Dr. Tim Parrott, Director of Schools, Anderson County Schools

BUYER

By: *Dr. Tim Parrott, Director of Schools, Anderson County Schools*

dotloop verified
05/18/23 3:55 PM EDT
2UM0-PI0S-W7FH-PS0H

Title:

Entity:

at o'clock ☐ am/ ☐ pm

Offer Date

Scott Gillenwaters, Chairman, Anderson County Board of Education

BUYER

By: *Scott Gillenwaters, Chairman, Anderson County Board of Education*

dotloop verified
05/18/23 4:20 PM EDT
0YPW-7NRR-ZPYZ-U0GN

Title:

Entity:

at o'clock ☐ am/ ☐ pm

Offer Date

Seller hereby:

- ☐ **ACCEPTS** – accepts this offer.
☒ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
☐ **REJECTS** – rejects this offer and makes no counter offer.

SELLER

By: *Ms. Christy Hicks*

Title: Vice President

Entity: CF Board of Elders

05/23/23

Date

SELLER

By:

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392 **Title:** _____
393 **Entity:** _____
394 _____ at _____ o'clock ☐ am/ ☐ pm
395 **Date** _____
396

397 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
398 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
399 received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

NAI Koella RM Moore
Listing Company

Roger Moore
Independent Licensee

rogermoore@koellamoore.com
Licensee Email

Licensee Cellphone No. _____

RE/MAX Tri Star
Selling Company

Christy Hicks
Independent Licensee

christy@thehicksgroup.net
Licensee Email

Licensee Cellphone No. _____

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**COUNTER OFFER # 1 TO
COMMERCIAL PURCHASE AND SALE AGREEMENT**

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller

The undersigned agree to and accept the Commercial Purchase and Sale Agreement with an offer date of
05-19-2023 for the purchase of real property commonly known as:

105 Fellowship Lane

Powell

TN

37849

Address, City, State, Zip

With the following exceptions:

Section 16. Exhibits and Addenda: All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. In any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

Exhibit B "Due Diligence Documents"

Exhibit D "Seller's Warranties and Representations"

Addendum 1 to Commercial Purchase and Sale Agreement (Dated May 23, 2023)

Special Stipulations:

The following items will convey with the property: Stove

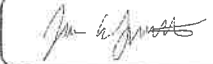
The following items will not convey with the property: Commercial refrigerators in Kitchen, three compartment book shelf in finance office, wooden cubbies in preschool rooms, all TVs (2 in Fellowship Hall, 5 in various classrooms, 1 in women's restroom), washer/dryer unit in women's bathroom in fellowship hall, ice maker, dishwasher, stove and refrigerator in upstairs conference room, refrigerator in academy office, two subwoofers in stage located in sanctuary, and mobile chair lift in Fellowship Hall leading to mezzanine.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED COMMERCIAL PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

Roger Moore

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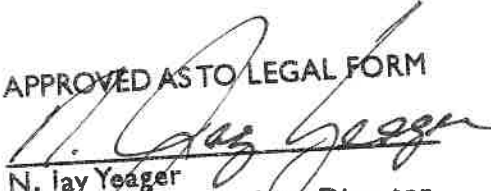
50 This Counter Offer form will not be a part of the Commercial Purchase and Sale Agreement and be binding until
51 accepted and signed by all parties.
52 Until notice of acceptance is delivered this offer may be revoked at any time with notice, and the Property may be sold to any
53 other party.
54 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted
55 by 5:00 o'clock ☐ am/ ☒ pm, local time, on the 24 day of May, 2023.

Authenticity	
	
05/23/23	
SELLER/BUYER (Party making counter offer)	SELLER/BUYER (Party making counter offer)
By: <u>Jason Smith</u>	By: _____
Title: <u>CCF Representative Agent</u>	Title: _____
Entity: <u>CCF Board of Elders</u>	Entity: _____
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

The undersigned has received and: 63 <input checked="" type="checkbox"/> ACCEPTS – accepts this counter offer. 64 <input type="checkbox"/> REJECTS this counter offer 65 <input type="checkbox"/> COUNTERED this offer with Counter Offer # _____ 66	
Se: <u>Dr. Tim Perrett, Director of Schools, Anderson County</u>	Se: <u>Scott Gillenwaters, Chairman, Anderson County</u>
By: <u>Schools</u>	By: <u>Board of Education</u>
Title: _____	Title: _____
Entity: _____	Entity: _____
_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

74 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
75 on _____ at _____ o'clock ☐ _____ ing Agreement Date for
76 purposes of establishing performance deadlines Christy Hicks

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

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