

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA

November 13, 2023
6:00 p.m. Room 312

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Amendment to Zoning Resolution** – Deferred from October County Commission meeting.
- 6. Brookstone Ridge Subdivision** – requested by Commissioner Anderson and Commissioner Vandagriff.
- 7. Oak Ridge Reservation Preparedness Initiative Update** – requested by Brice Kidwell, Director Emergency Management
- 8. Animal Shelter** – requested by Commissioner Wandell
- 9. Law Director's Report**
 1. USDA Legal Services Agreement for the Animal Shelter.
 2. MOU agreement with Appalachian Mountain Rescue Team and AC EMS.
 3. Interlocal Agreement for Libraries – requested by Commissioner McKamey.
 4. Resolution to Protect Children – requested by Commissioner Allen.
- 10. Review of County Organizational Chart and Supervision**– by Commissioner Palmer
- 11. Discussion on combining A1 and A2 Districts** – requested by Chairman Isbel
- 12. Discussion of the wildfires** – requested by Chairman Isbel

New Business

Old Business

Adjourn

Sentry Select

Elisa Evette Seiber
Machel G Shrader

U.S. Specialty

Christina Nichole Moore
Judy Ortiz

3. Commissioner Wandell made a motion to approve the regular agenda as amended. Seconded by Commissioner McKamey. Motion carries by voice vote.

Commissioner Yager requested to add to the change order proposal for the archives/witness rooms to the regular agenda under New Business.

Public Hearing

4. Commissioner Isbel made a motion to defer Resolution No. 23-10-1126 Amending the Zoning Resolution to next month's Operations agenda. Seconded by Commissioner McKamey. Motion carries by voice vote.

Mayor

5. Commissioner Allen made a motion to authorize the Mayor to officially approach TDOT about reopening a safety discussion along the corridor of Beck's Curve. Seconded by Commissioner McKamey. Motion carries by voice vote.

6. Commissioner Isbel made a motion to authorize the match of \$200 per eligible volunteer firefighter/rescue squad member for the Tennessee Department of Treasury LOSAP program for 2023 State of Tennessee LOSAP Grant Application. Second by Commissioner Allen. Motion carries by voice vote.

Budget

7. Commissioner Anderson made a motion to add the motion on the report to move the remaining funds from the other Capital Outlay request back to the revenue losses. Seconded by Commissioner Allen. Voting Aye: Verran, Wells, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Anderson, Palmer, McKamey, White and Allen. Voting No: None. Absent: Foster and Smallridge. Motion passed.

8. Commissioner Anderson made a motion to approve the following school appropriations. Seconded by Commissioner Allen. Voting Aye: Verran, Wells, Vowell, Isbel, Wandell, Beauchamp, Yager, Vandagriff, Mayes, Anderson, Palmer, McKamey, White and Allen. Voting No: None. Absent: Foster and Smallridge. Motion passed.

Increase Revenue Code:

141-43551-SEFFS	Special Education Fees for Service	\$9,092.00
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Increase Expenditures Codes:

141-71200-171-SEFFS	Speech Pathologists	\$8,000.00
141-71200-201-SEFFS	Social Security	496.00
141-71200-204-SEFFS	State Retirement	480.00
141-71200-212-SEFFS	Employer Medicare	<u>116.00</u>
		\$9,092.00

1267

Regular Session

October 16, 2023



ANDERSON COUNTY GOVERNMENT

Legal Notice of Public Hearing

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

The Anderson County Board of Commissioners will hold a Public Hearing on October 16, 2023 at 9:00 AM in Room 312 of the Anderson County Courthouse, 100 N. Main Street, Clinton, Tennessee, to consider an amendment to the "Anderson County Zoning Resolution" to include planned developments in the A-1, Agricultural-Forestry District. A copy of the proposed zoning amendment is available at the Office of Planning & Development, Room 127 at the Courthouse.

A handwritten signature in blue ink that reads "Marjorie Tinker".

Marjorie Tinker
Anderson County Building Commissioner

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

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

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

Tyler Mayes, Chairman

ATTEST:

Jeff Cole, County Clerk

DATE: _____

RESOLUTION 23-10-1126

A RESOLUTION AMENDING THE “ZONING RESOLUTION OF ANDERSON COUNTY, TENNESSEE” BY PERMITTING PLANNED DEVELOPMENTS IN THE A-1, AGRICULTURAL-FORESTRY DISTRICT

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

WHEREAS, the Anderson County Regional Planning Commission and the Clinton Municipal/Regional Planning Commission have reviewed and made recommendations regarding the proposed amendment of the “Zoning Resolution of Anderson County, Tennessee”, in accordance with Section 13-7-105(a) of the Tennessee Code Annotated; and

WHEREAS, public notice has been provided in a newspaper of general circulation for the public hearing to be held by the Anderson County Board of Commissioners to consider such zoning amendment of the “Zoning Resolution of Anderson County, Tennessee.” with a complete summary of such amendment, in accordance with Section 13-7-105(b) of the Tennessee Code Annotated; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Anderson County, Tennessee:

Section 1. Division 20, Agricultural-Forestry District Regulations, Section 020-010B, Special Exceptions is hereby amended as follows:

B. Special Exceptions: In the A-1 Agricultural-Forestry District, the following uses and their accessory uses may be permitted subject to review and approval by the Board of Zoning Appeals in accordance with the provisions of Article 4, Division 75.

10. Planned development, subject to the provisions of this code.

Section 2. This resolution shall become effective from and after its passage, the public welfare requiring it.

Approved by the Clinton Municipal/Regional Planning Commission: _____, 2023

Approved by the Anderson County Regional Planning Commission: _____, 2023

Tyler Mayes, Chairman

Terry Frank, County Mayor

Public Hearing Held: October 16, 2023

ATTEST:

Jeff Cole, County Clerk

Annette Prewitt

From: Joshua Anderson <joshanderson1984@gmail.com>
Sent: Tuesday, October 31, 2023 4:36 PM
To: CC - Tim Isbel; Annette Prewitt
Cc: Jay Yeager; Commissioner Shelly Vandagriff
Subject: External: November Operations Agenda Items

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.

Chairman Isbel,

Based on a neighborhood meeting Commissioner Vandagriff and I had with about two dozen residents of Brookstone Ridge subdivision, I'd like to request the following topics for discussion on the November Operations agenda:

Resolution to request TDOT complete a traffic study at the intersection of Brookstone Ridge and 441 prior to new construction of the next phase to establish a baseline.

Resolution to request an update from TDOT on their plan for monitoring development of the new addition, as well as their plan for ensuring a turn lane.

Request for school bus stop signage near entrance, and other signage within the neighborhood that may be needed.

Thanks,

Josh



Anderson County
Office of Emergency Management
111 S. Charles G. Seivers Boulevard
Clinton, TN 37716

October 23rd, 2023

Commissioner Tim Isabel
Chairman, Anderson County Commission Operations Committee

RE: Oak Ridge Reservation (ORR) Preparedness Initiative Update

Dear Chairman Isabel and Members of the Operations Committee,

1. After meeting with Department of Energy, and Tennessee Emergency Management Agency at our quarterly meeting, the pamphlet that Ms. Fogelman discussed during the presentation last month, is roughly 26 pages, and they are unable to print several thousand of these to distribute to the citizens. Discussion was brought up about a trifold or single front and back letter that briefly describes what to do in the event of an emergency on the ORR. The City of Oak Ridge mentioned distributing something small like this out in the monthly electric bill that is sent out to their citizens. DOE agreed with the possibility of a new pamphlet/one page document, but would need to go to their public affairs and legal offices before being approved. There was also discussion based around the outdated materials on the TEMA website that will be addressed as well.
2. After Discussions with the City of Oak Ridge it was determined with their new everbridge notification system that they are able send IPAWS notifications with instructions on what to do whether that be shelter in place or evacuate. With this they have built out poly maps with the EPZ sectors already established in the case they can separate it out if different sectors need to evacuate or shelter in place.
3. The Local Emergency Planning Commission has been unable to meet in October and November. This initiative will be brought forth to them to allow them to potentially incorporate community engagement into the LEPC.
4. Anderson County E-911/EMA app, which will be released soon, will be IPAWS certified once complete. A side note to this, OCV LLC which owns the rights to the app has graciously built and incorporated the EMA side to the E-911 side free of charge.

Regards,

Brice L. Kidwell

Brice Kidwell
Director

Fold this into 3 to store in a safe place for emergencies

DOE's PUBLIC WARNING SIRENS

- Used to warn of hazardous materials released beyond Y-12 or ORNL's boundaries.
- Sirens will sound within 2 miles of affected area
- Steady wailing sound lasting 3 to 5 minutes
- Sirens are tested on the first Wednesday of the month between 11 a.m. and 2 p.m.

If you hear the sirens outside the normal monthly test, immediately go indoors or into a vehicle and tune into one of the local radio or television Emergency Alert System stations for specific instructions.

If you are on a lake or river, travel away from the sound of the sirens and tune to a local **Emergency Alert System** station for specific instructions.

EAS Radio Stations:

WIVK FM 107.7 | WJXB FM 97.5

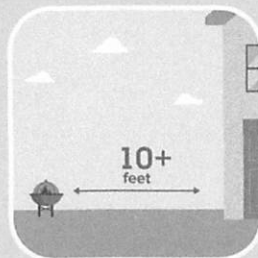
Local Television News

WATE (regional ABC affiliate) Channel 6
WVLT (regional CBS affiliate) Channel 8
WBIR (regional NBC affiliate) Channel 10
WTNZ (regional FOX affiliate) Channel 43

For more information go to
https://bit.ly/DOE_Sirens

source: DOE's OAK RIDGE EMERGENCY RESPONSE GUIDE

OUTDOOR BURNING SAFETY TIPS



- Use chimneys, outdoor fireplaces and fire pits outdoors at least **10** feet away from your home or anything that can burn.
- Use a metal screen over wood-burning fires to keep sparks from floating out.
- Closely watch children when the fire pit is in use.
- Turn off or put out fires before you leave the backyard.
- Store matches and lighters out of children's sight and reach.



This information provided by:
City of Oak Ridge Fire Department
200 South Tulane Avenue
Oak Ridge TN 37830
Phone: 865-425-3520
Fax: 865-425-3428
www.oakridgetn.gov



Emergency Preparedness Kits

After an emergency, you may need to survive on your own for several days. Being prepared means having your own food, water and other supplies to last for several days. A disaster supplies kit is a collection of basic items your household may need in the event of an emergency.

Basic Supplies:

- Water (one gallon per person per day for several days, for drinking and sanitation)
- Food (at least a several-day supply of non-perishable food)
- Battery-powered or hand crank radio and a NOAA Weather Radio with tone alert
- Flashlight
- First aid kit
- Extra batteries
- Whistle (to signal for help)
- Dust mask (to help filter contaminated air)
- Plastic sheeting and duct tape (to shelter in place)
- Moist towelettes, garbage bags and plastic ties (for personal sanitation)
- Wrench or pliers (to turn off utilities)
- Manual can opener (for food)
- Local maps
- Cell phone with chargers and a backup battery

WWW.READY.GOV/KIT

EMERGENCY NOTIFICATIONS

The City of Oak Ridge provides public notifications and emergency alerts with **Everbridge**. Residents and visitors can sign up to receive urgent notifications from the City regarding DOE Emergencies, Road Closures, and prolonged utility service interruptions. Subscribers can also elect to receive weather alerts from the National Weather Service.

VISIT:

www.oakridgetn.gov/notifications

or

scan the QR code below
to sign up and customize your
notifications.

 everbridge™



Stay Safe During Thunderstorms & Lightning

- When thunder roars, go indoors! Move from outdoors into a building or car with a roof.
- Pay attention to alerts and warnings.
- Avoid using electronic devices connected to an electrical outlet.
- Avoid running water.
- Turn Around, Don't Drown! Do not drive through flooded roadways. Just six inches of fast-moving water can knock you down, and one foot of moving water can sweep your vehicle away.

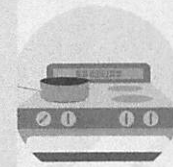
Pay attention to authorities and weather forecasts for information on whether it is safe to go outside and instructions regarding potential flash flooding. Watch for fallen power lines and trees. **Report them immediately.**

Make an Emergency Plan

Create an emergency plan so that you and your family know what to do, where to go and what you will need to protect yourselves from the effects of a thunderstorm. Identify sturdy buildings close to where you live, work, study and play.

For help creating a plan, visit www.ready.gov/plan

Prevent Kitchen Fires: Cook with Care!



Turn pot handles toward the back of the stove.
Bumping or pulling on overhanging handles can spill food or liquids and cause burns.



Cooking is the main cause of home fires and fire injuries. You can prevent cooking fires by taking these steps to keep your family safe!

- Stand by your pan: don't leave your stove unattended.
- Watch what you are cooking to help ensure it doesn't overheat.
- Turn pot handles toward the back of the stove to keep them from being bumped or pulled over the edge.
- Keep a pan lid or baking sheet nearby to

Shelter in Place vs Evacuation

Shelter-in-Place: The use of a structure to temporarily separate individuals from a hazard or threat. Sheltering in place is the primary protective action in many cases. Often it is safer for individuals to shelter-in-place than to try to evacuate. Sheltering in place is appropriate when conditions necessitate that individuals seek protection in their home, place of employment, or other location when disaster strikes.

Voluntary Evacuation: This is a warning to persons within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or order are NOT required to evacuate, however it would be to their advantage to do so.

Mandatory or Directed Evacuation: This is a warning to persons within the designated area that an imminent threat to life and property exists and individuals MUST evacuate in accordance with the instructions of local officials.

Annette Prewitt

From: Commissioner Tracy Wandell
Sent: Wednesday, November 8, 2023 7:42 AM
To: Commissioner Tim Isbel; Tim Isbel; Annette Prewitt
Subject: Operations agenda item request

Dear Chairman Isbel,

Good morning. I respectfully request to add the following item to the upcoming Operations agenda.

Anderson County Animal Shelter

Thank you.

Respectfully,

Tracy

Tracy Wandell

Anderson County Commissioner

District 1

865-388-0921 cell

twandell@andersoncountyttn.gov

Anderson County Board of Commissioners
ANIMAL CARE ADVISORY COMMITTEE
MINUTES

November 2, 2023
6:00 P.M. Room 118A

Members Present: Tracy Wandell, Steven Newby, Joe Hall, Vada Oberlin and Lauren Biloski

Absent: Robert McKamey, Marybeth Skeans , Stephen Verran and Jeannie Parker

Others Present: Katrina Hall, LuAnn Keller, Nichole Brooks, Rachel Comunale and Barbara Burton

Chairman Wandell called the meeting to order.

Joe Hall made a motion to approve October 5, 2023 Minutes. Second by Lauren Biloski. Motion carries.

No citizens addressed this committee.

Mayor's Report

Discussion. No Action Taken.

New Business:

Steven Newby made a motion that the Anderson County Animal Advisory Committee move forward in forming an Anderson County Shelter Board of Directors for operations by the County Legislative Body. Second by Lauren Biloski. Motion carries.

Old Business: None.

Meeting adjourned.

Next meeting will be January 4, 2024 at 6:00 pm

Annette Prewitt

From: Jay Yeager <jyeager@aclawdirector.com>
Sent: Wednesday, November 8, 2023 12:18 PM
To: Annette Prewitt
Subject: External: Operations Committee
Attachments: MOU.EMS-Appalachian Mountain Rescue Team.112023.doc; Legal Services Agreement.pdf; INTERLOCAL AGREEMENT.112023.docx; Allen-ResolutionProtectChildren.V2.docx

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.

Annette:

Please add these items to the Operations Committee Agenda for discussion:

- 1) USDA Legal Services Agreement for the Animal Shelter;
- 2) MOU agreement with Appalachian Mountain Rescue Team and AC EMS;
- 3) Interlocal Agreement for Libraries – Requested by Commissioner McKamey;
- 4) Resolution to Protect Children... - Requested by Commissioner Allen.

Thanks for your help,
Jay

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**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

November 8, 2023

VIA EMAIL DELIVERY
Kirk.morris@usda.gov

Mr. Kirk Morris
USDA Area Specialist
4730 New Harvest Lane, STE 300
Knoxville, TN 37918

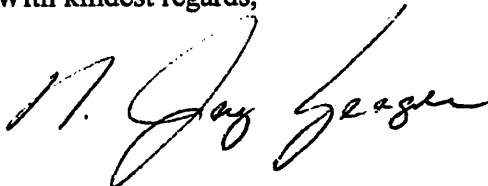
RE: Anderson County Animal Shelter Project – Legal Services Agreement

Dear Kirk:

Please find attached the USDA- Legal Services Agreement signifying that my office will complete all needed legal work for the above-stated project free of charge.

Please let me know what else I can do on my end to facilitate this project.

With kindest regards,

A handwritten signature in black ink, appearing to read "N. Jay Yeager", written in a cursive style.

N. Jay Yeager

Enclosures:

4 pages

RD Instruction 1942-A
(Guide 14)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 26TH day of October
2023 between Anderson County, a political subdivision
and governmental entity, of the State of TENNESSEE
(sponsors) (organizing committee) (Name of organization)

hereinafter referred to as "Owners," and Nicholas Jay Yeager - Anderson Co. Law Director
attorney at law, of Clinton, TN, hereinafter referred
to as "Attorney":

WHEREAS, Owners are intending to CONSTRUCT (have formed) A County
Owned Animal Shelter Financed by U.S.D.A.
district, " "public service district, " "not for profit corporation, " or
For Anderson County, TN a political subdivision of the
other official designation) ("body politic, " "municipal
State of Tennessee
corporation, " "nonprofit corporation, " or other organization)
in Anderson County Tennessee
under the provisions of the laws of the State of Tennessee, TENNESSEE CONSTITUTION
(Cite statute(s) under which applicant will be
ARTICLE X, SECTION 4; PRIVATE ACTS OF 1801, Ch. 45; and
organized)

WHEREAS, the Attorney agrees to perform all legal services necessary
to ~~organize and incorporate~~ said needed to assist in the loan
TRANSACTION FOR THE A.C. Animal Shelter under the provisions of

said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of a COUNTY-OWNED PUBLIC ANIMAL SHELTER system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.

2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

NO ATTORNEY FEES CHARGED - County Employer

Said fees to be payable in the following manner and at the following times:

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within _____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ 0, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:

Nicholas Jay Geager

Owners:

TERRY FRANK - Carry Major

Tyler MAYES - Chair C. Comm.

MEMORANDUM OF UNDERSTANDING

ASSET PARKING AGREEMENT Appalachian Mountain Rescue Team

THIS AGREEMENT in the form of a Memorandum of Understanding (“M.O.U.”) is made and entered into this the _____ day of _____, 2023 by and between the “Parties” of Anderson County Government, by and through its Emergency Medical Service (“EMS”) a governmental entity and political subdivision of the State of Tennessee, and Appalachian Mountain Rescue Team (“AMRT”) a not-for-profit entity organized under the laws of the State of Tennessee.

WHEREAS, the Appalachian Mountain Rescue Team conducts highly technical and extremely dangerous extractions of critically injured individuals while working in conjunction with the Anderson County Emergency Medical Service; and

WHEREAS, as in all emergency medical responses, time is of the essence, and the strategic positioning of rescue assets is paramount to a quick response and successful rescue. The Emergency Medical Service has available safe and secure space centrally located to potential rescue sites to house the rescue equipment utilized and owned by the AMRT; and

WHEREAS, it is the intention of the undersigned Parties to establish a secure and safe vehicle parking agreement by which Anderson County Emergency Medical Services provides a space for Appalachian Mountain Rescue Team to park an equipment trailer, more specifically a 5x10 single axel rescue trailer, at Station 5, located at 150 Arcadia Lane, Oak Ridge, Tennessee, 37830. This will allow the AMRT to quickly respond to mountain rescue missions throughout the Cumberland and Appalachian Mountains.

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

SECTION 1. Term of Agreement.

This M.O.U. shall commence on the date signed for a period expiring five (5) years after the date listed above. This agreement is subject to a five (5) year extension if agreed upon by the parties in writing, provided that the EMS is still utilizing this station.

SECTION 2. Parking Location.

EMS agrees to provide adequate space at Station 5 for AMRT to park its rescue trailer, provided that the trailer does not obstruct the daily operations of EMS. The parking location shall be selected by EMS to ensure that ingress and egress is not blocked at any time.

SECTION 3: No Oral Modification.

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

SECTION 4: Waiver.

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

SECTION 5: Entire Agreement.

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

SECTION 6: Severability.

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

SECTION 7: Cancellation.

This M.O.U. is subject to cancellation by the Anderson County Legislative Body or by AMRT with sixty (60) days written notice to the other Party.

SECTION 8: Exhibits

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

SECTION 9: Multiple Counterparts; Effectiveness.

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

SECTION 10: Jurisdiction.

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

SECTION 11: Binding Effect.

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

SECTION 12: Choice of Law.

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

SECTION 13: Notice.

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

SECTION 14: Titles and Subtitles.

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

SECTION 15: Assignment.

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

SECTION 16. Insurance.

AMRT shall be responsible for adequate insurance coverage on any and all equipment and resources stationed on the EMS property. In no event shall EMS be responsible for loss, theft or damage to any equipment and resources owned by AMRT.

SECTION 17: Further Documentation.

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

SECTION 18: Release and Hold Harmless.

The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution, or during performance of this M.O.U. Furthermore, the Parties agree to indemnify each other's losses, damages or judgments rendered caused by the negligent or intentional acts of the other Party. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

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

<REMAINDER OF PAGE LEFT BLANK INTENTIONALLY>

ACCEPTANCE BY ANDERSON COUNTY:

Terry Frank, County Mayor

Tyler Mayes, Chair, County Commission

Date: _____

Nathan Sweet, Director of EMS

ATTEST:

APPROVED AS TO FORM:

Jeff Cole, County Clerk

N. Jay Yeager, County Law Director

**ACCEPTANCE BY APPALACHIAN MOUNTAIN
RESCUE TEAM:**

Bill M. Campbell, Chief

Address

Phone

Email

Date: _____

INTERLOCAL AGREEMENT

Public Library Services

WHEREAS, the Parties hereto, consisting of Anderson County, a governmental entity and political subdivision of the State of Tennessee and the cities of Clinton, Norris and Rocky Top, chartered municipalities organized under the laws of the State of Tennessee desire to enter into an Interlocal Agreement to memorialize their joint and consolidated effort to provide library services to the citizens of Anderson County and the cities of Clinton, Norris and Rocky Top; and

WHEREAS, Tenn. Code Ann. §5-1-113 provides legal authority for interlocal cooperation between counties and municipalities. That statute reads as follows:

The county legislative body of any county and the chief legislative body of any one (1) or more municipalities lying within the boundaries of the county are authorized and empowered to enter into any such agreements, compacts or contractual relations as may be desirable or necessary for the purpose of permitting the county and the municipality or municipalities to conduct, operate or maintain, either jointly or otherwise, desirable and necessary services or functions, under such terms as may be agreed upon by the county legislative body and the chief legislative body of the municipality or the chief legislative bodies of the municipalities.

WHEREAS, Anderson County and the cities of Clinton, Norris and Rocky Top have a long history and commitment to maintain free public libraries to their citizens. Anderson County created the first county library board on April 7, 1941. The Clinton Public Library has existed since 1898 and both the Rocky Top (then Coal Creek) and Norris libraries came into existence in the 1930's. Records reflect that the first Briceville library was formed in the early 1950's; and

WHEREAS, in January of 2004, Anderson County began to transition library operations and personnel under the county umbrella of control and the cities agreed to provide monetary contributions as well as, in-kind contributions in the form of library buildings, maintenance, utilities to the County Library Board to assist with library operations; and

WHEREAS, the new Briceville Library project began with the passage of County Resolution 03-08-299 setting forth the funding through loans and community donations to build the new library on property adjacent to Briceville Elementary School. The new Briceville Library was officially opened in 2017; and

WHEREAS, on August 18, 2008 the Anderson County Legislative Body passed Resolution Number 03-08-308 declaring the official status of library employees as county employees with all rights, privileges and benefits associated therewith; and

WHEREAS, currently, the primary funding mechanism is a property tax levy deposited in a county special revenue account controlled by the Anderson County Finance Department with various amounts of monetary and in-kind contributions made by the cities.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Legislative Body and the legislative bodies of the City of Clinton, City of Norris and the City of Rocky Top that we agree to the following terms to support free public libraries inside Anderson County:

SECTION 1. Anderson County Government will continue to levy a property tax as the main funding mechanism for the library system not to fall below the minimum amount of \$524,484.00 (contingent upon collections). All employees of the library system will be considered Anderson County Government employees with all rights, privileges and benefits provided as other county employees. Anderson County will continue to provide the building utilized as the Briceville Library along with all maintenance and utilities, and the county will continue with providing budgeting, purchasing, human resources and legal support for the library system.

SECTION 2. The City of Clinton will continue to provide the building and adequate space and furnishings utilized for the Clinton Library along with maintenance and utilities. The City of Clinton will also provide a separate annual monetary contribution not to fall below \$80,000.00.

SECTION 3. The City of Norris will continue to provide the building and adequate space and furnishing utilized for the Norris Library along with maintenance and utilities. The City of Clinton will also provide a separate annual monetary contribution not to fall below \$32,246.00.

SECTION 4. The City of Rocky Top will continue to provide the building and adequate space and furnishing utilized by the Rocky Top Library along with maintenance and utilities. The City of Rocky Top will also provide a separate annual monetary contribution not to fall below \$17,665.

SECTION 5. Monetary contributions by the cities will be adjusted annually determined by the percentage of increase in the average consumer price index between the previous two calendar years, however, decreases in the CPI will not affect or lower previous contributions.

SECTION 6. The Anderson County Library Board will provide oversight at all times commensurate with Tennessee Code Annotated §§ 10-3-101 *et seq.* and all participating municipalities will have the sole right to select its representative to the Library Board.

SECTION 7. The Anderson County Library system will not affect the operations of the Oak Ridge Public Library.

SECTION 8. The Anderson County Library System will continue to partner with the State of Tennessee, Office of the Secretary of State, Tennessee Library and Archives, as well as the Clinch River Regional Library.

SECTION 9. This Interlocal Agreement will have no effect unless approved by the Legislative Bodies of all participants.

RESOLVED AND EFFECTIVE on the dates entered below:

ACCEPTANCE BY ANDERSON COUNTY:

Terry Frank, County Mayor

H. Tyler Mayes, Commission Chair

Jeff Cole, County Clerk (ATTEST)

Date Approved

ACCEPTANCE BY THE CITY OF CLINTON:

Scott Burton, City Mayor

Roger Houck, City Manager

(ATTEST)

Date Approved

ACCEPTANCE BY THE CITY OF NORRIS:

Chris Mitchel, Mayor

Adam Ledford, City Manager

Sandy Johnson, Recorder (Attest)

Date Approved

ACCEPTANCE BY THE CITY OF ROCKY TOP

Kerry Templin, Mayor

Michael Ellis, City Manager

Amanda Daugherty, Recorder (Attest)

Date Approved

Anderson County, Tennessee

Board of Commissioners

RESOLUTION NO. 23-11-1128

A RESOLUTION TO PROTECT CHILDREN FROM PRURIENT, OBJECTIONABLE, SEXUALIZED AND VIOLENT MATERIALS IN ANDERSON COUNTY TAXPAYER FUNDED LIBRARIES

WHEREAS, the future of Anderson County, Tennessee relies on the health and well-being of its children and young people. Early sexualization slows normal brain development resulting in lower IQ and school retention; and

WHEREAS, children are our greatest treasure, and our most vulnerable population. We must always weigh the risk of harm to children in public policy decisions. Children are unable to process adult sexual information and behaviors, therefore, they imitate without understanding the consequences; and

WHEREAS, we value integrity and excellence and will not trade the innocence of children for other governmental goals. An early focus on sex results in failure to develop other aspects of their personality that childhood normally affords; and

WHEREAS, protecting the innocence of children should be of concern for all adults; and

WHEREAS, adults and children are increasingly overtly sexualized in our nation, state, and county; and

WHEREAS, according to a recent Tennessee Department of Health report title “Sexual Violence” there were 4,582 victims of sexual assault in the Mid-Cumberland Region from 2016 to 2020 with 2,737 of those cases (59.7%) being under the age of 18; and

WHEREAS, human trafficking is the second-fastest growing criminal industry and according to the Tennessee Bureau of Investigation the average age of a child sold for sex is 13 years old. The exposure to and normalization of sexualized behaviors reduces a child’s inhibitions and ability to protect themselves from the sexual advances of others; and

WHEREAS, children learn from observing and subsequently acting out the behaviors they have observed. Children who have observed sexualized behaviors or who have been the victim of sexual assault may act out with other children at home or school, which may lead to additional child victims; and

WHEREAS, the normalization of sexualized behaviors and content to children is not in the long-term interest of children or society. Wholesome, good, and honorable content and activities should be promoted to children instead. Early sexualized children will develop an unhealthy view of intimate relationships; and

WHEREAS, there are no state statutes requiring, mandating or compelling the display of prurient, objectionable, sexualized and violent materials in Anderson County Libraries; and

WHEREAS, there are no statutes requiring, mandating or compelling the library to curate a library collection of prurient, objectionable, sexualized and violent materials in Anderson County Libraries; and

WHEREAS, there are no state laws requiring, mandating or compelling the Anderson County Librarians to order, purchase, receive as a gift, donation or contribution prurient, objectionable, sexualized and violent materials in Anderson County Libraries.

NOW, THEREFORE, BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session on the 20th day of November 2023 that:

SECTION 1. We are committed to protecting the innocence of children, and to cultivating healthy children, families, communities, and institutions.

SECTION 2. The Anderson County Libraries shall not display prurient, objectionable, sexualized and violent materials in violation of state statutes to include but not limited to *Tennessee Code Annotated §§ 39-17-901, 39-17-902, 39-17-911, § 39-17-914*.

SECTION 3. No county staff or resources shall be allocated to activities, programs, events, content, or institutions that support, normalize, or encourage the sexualization of children and youth.

SECTION 4. The Anderson County Libraries shall not curate a collection of prurient, objectionable, sexualized and violent materials in violation of state statutes to include but not limited to *Tennessee Code Annotated §§ 39-17-901, 39-17-902, 39-17-911, 39-17-914*.

SECTION 5. The Anderson County Librarians shall not order, purchase, receive as a gift, donation or contribution prurient, objectionable, sexualized and violent materials in violation of state statutes to include but not limited to *Tennessee Code Annotated §§ 39-17-901, 39-17-902, 39-17-911, 39-17-914*.

SECTION 6. No county staff or resources shall be allocated to activities, programs, events, content, or institutions in violation of state statutes to include but not limited to *Tennessee Code Annotated §§ 39-17-901, 39-17-902, 39-17-911, 39-17-914*.

SECTION 7. This Resolution establishes Anderson County Libraries as safe places for children free of prurient, objectionable, sexualized and violent materials in violation of state statutes to include but not limited to *Tennessee Code Annotated §§ 39-17-901, 39-17-902, 39-17-911, 39-17-914*.

SECTION 8. This Resolution applies to the extent that it does not conflict with Tennessee law.

SECTION 9. The Board encourages individuals and communities to promote the good and the honorable to children rather than the normalization of sexual behaviors, in order to protect the health and well-being of our children and the future of our county.

DULY RESOLVED AND EFFECTIVE this 20th day of November 2023.

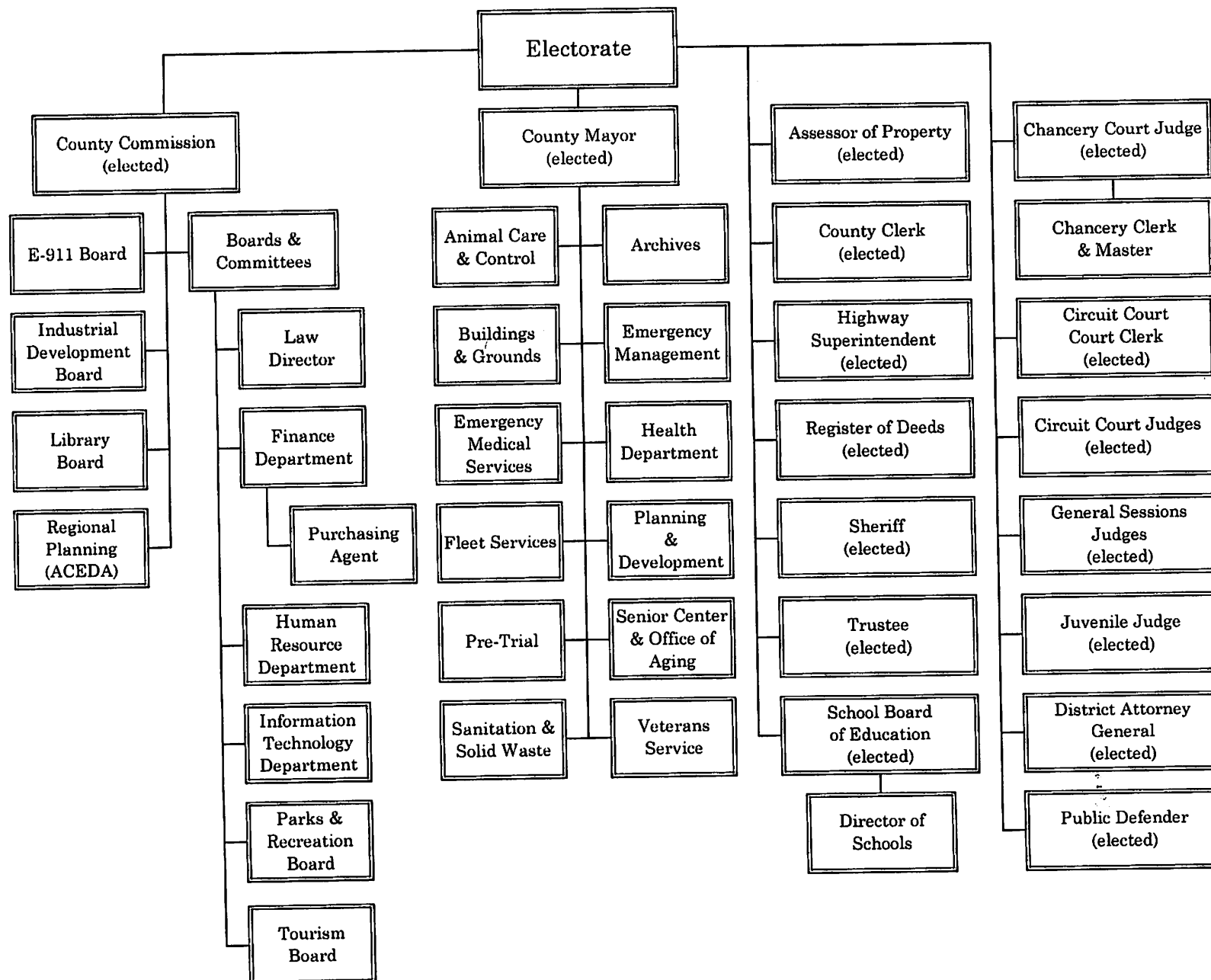
H. Tyler Mayes, Chairman

Terry Frank, County Mayor

ATTEST:

Jeff Cole, County Clerk

Anderson County, Tennessee Organization Chart



Annette Prewitt

From: Timothy Isbel <isbelt@ymail.com>
Sent: Wednesday, November 8, 2023 6:07 AM
To: Annette Prewitt
Subject: External: Operations

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.

Please add discussion about Combinig A1 and A2 districts

Sent from Yahoo Mail on Android

Discussion of Wildfires