

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA

April 8, 2024
6:00 p.m. Room 312

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Mayor's Report**
 1. Requesting motion to approve the EEOP Policy Language.
 2. Requesting motion to approve Resolution No. 24-2-1157, State of Tennessee requirements for holding the position of EMA Director.
 3. Requesting motion to Re-apply for the ARC Grant for Partnerships for Opportunity and Workforce and Economic Revitalization for EMS Training.
 4. Requesting approval of Resolution to allow the National Wild Turkey Federation to Sanction and Host a Limited Youth Turkey Hunt on the Blockhouse Valley Former Landfill Site on May 18, 2024.
 5. Response/Information regarding the USPS Weisgarber Distribution Center.
 6. Requesting authorization to apply for Tennessee Department of Environment and Conservation Brownfield Redevelopment Area Grant (BRAG) for project Category "investigation" for Environmental Site Assessment for Pine Meadows Subdivision.
 7. Update: status of research on Library Interlocal Agreement.
- 6. Law Director's Report**
 1. Memorandum of Understanding – Emergency Evacuation Location Agreement with Little Lake Pet Lodge ("LLPL").
 2. Memorandum of Understanding – Emergency Evacuation Location Agreement with Anderson County Fair Association ("ACFA").
- 7. Radio Equipment Resolution for the Constables** – requested by Commissioner Wandell

Unfinished Business

New Business

Adjourn



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

April 3, 2024

Commissioner Tim Isbel
Chairman, Anderson County Operations Committee

RE: Agenda

Dear Chairman Isbel and Honorable Members of Operations Committee,

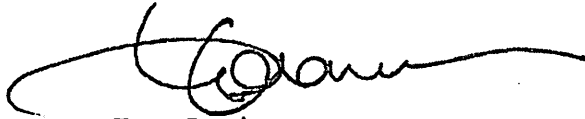
I wish to add the following items to the Agenda:

1. **EEOP Policy.** I am requesting motion to approve the EEOP Policy Language as attached in Exhibit 1 pages 1-2. Per a requirement of the Office of Criminal Justice (OCJP) grant, Anderson County needs to update our policy. Director Jeffers Whitaker worked on suggested language to meet the EEOP requirements. We have met and reviewed, and in addition, the Law Director has reviewed and issued a letter of approval to legal form.
2. **Requesting Motion to Approve Resolution No. 24-2-1157.** The State of Tennessee updated requirements for holding the position of EMA Director. When Director Payne retired, and when Brice Kidwell was promoted from Assistant to the Director position, he and I did review the requirements to ensure he met them. However, we are required to note per a resolution amendment or update, that the county recognizes and acknowledges the most current requirements. **Resolution is attached.**
3. **Requesting Motion to Re-apply for the ARC Grant for Partnerships for Opportunity and Workforce and Economic Revitalization for EMS Training.** Attached is the resolution approved in April of 2023 that we will update to reflect 2024-2025 application, and new number for grant increase to reflect \$1,021,297. **Exhibit 2.** We did not win last time, but would like to try again.
4. **Requesting approval of Resolution to allow the National Wild Turkey Federation to Sanction and Host a Limited Youth Turkey Hunt on the Blockhouse Valley Former Landfill Site on May 18th, 2024.** Attached is last year's resolution to be updated to reflect Youth Hunt only for May 18th, 2024. **Exhibit 3.** Draft for this year also attached.
5. **Response/Information Sharing.** Attached is copy of letter authorized by Operations Committee for outreach to Congressmen regarding the USPS Weisgarber Distribution Center and the copy of the letter received by Congressmen Burchett, Fleischmann, and

Harshbarger. Thank you to Congressman Fleischmann for sharing this letter with us.
Exhibit 4.

6. **Requesting authorization to apply for Tennessee Department of Environment and Conservation Brownfield Redevelopment Area Grant (BRAG) for Project Category "Investigation" for Environmental Site Assessment for Pine Meadows Subdivision.**
This is a no match grant, but we may have fees associated for enrolling in the Brownfield Voluntary Cleanup Oversight and Assistance Program. Deadline is May 1, 2024.
7. **Update: status of research on Library Interlocal Agreement.**

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", with a long horizontal flourish extending to the right.

Terry Frank

Step 5: Narrative of Interpretation

According to this analysis, there is underutilization of the Black/African American population in all categories, both male and female, with the exception of male officials/administrators and females with skilled crafts. Also noted is an underutilization of Hispanic males in skilled crafts. The demographical facts submitted in this analysis also exhibits a small percentage of the specific populations identified as Anderson County residents. The most recent census reflects Black/African American population as 4% and 3.8% of Hispanic population account for the County's population. Anderson County believes much of the underutilization as determined by this analysis is due to the small percentages of the emphasized populations residing within Anderson County. Nevertheless, hiring strategies have been determined for inclusion in the state-wide EEO plan

Step 6: Objectives and Steps

Anderson County has set goals for hiring for all positions. Recruitment and outreach, which will subsequently produce the applicant pool, will follow the requirements set forth by the General Assembly of the State of Tennessee and the Congress of the United States of America. Enacted legislation prohibits discrimination in employment on the basis of race, religion, gender, age, disability, or national origin. As such, the recruitment and outreach to female applicants follows the same procedures as to males. It is the policy of the agency in all of its decisions, programs and activities to promote equal employment opportunity and to eliminate unlawful discrimination. All departments, agencies, commissions, and employees shall be strictly accountable for adhering to this policy and shall take action to ensure equality of opportunity in the internal affairs of this administration and its relations with the general public. It is further directed that no department, agency, or commission shall, in the recruitment, appointment, assignment, promotion and discharge of personnel, discriminate unlawfully against any person on the basis of race, religion, national origin, gender, disability or age.

- a. The County's Human Resources (HR) Officers monitor progress made in meeting goals set in the EEO plan through review of periodical reports. Progress towards meeting the goals and actions needed will be communicated to department management as necessary.
- b. The County will monitor progress made in meeting goals set in the EEO plan. Progress towards meeting the goals will be communicated to department management as necessary. The County will annually strive to enhance the scope and methodology for outreach and recruitment with the guidance of department heads and front line managers to remedy any identified underutilization. The Human Resource Officers and other hiring managers have been notified of the information from DOJ OCJP regarding the underutilization of Official/Administrators and Skilled Crafts and will work to take steps to remedy underutilized categories.
- c. Our organization is responsible for developing policy statements and internal communications; assisting in the identification of problem areas; assisting in finding solutions to problems; designing and implementing audit and reporting systems that will measure the effectiveness of the agency's program, indicate need and remedial action, and determine the degree to which the agency's goals and objectives have been attained; serve as a liaison between the agency and enforcement agencies; serve as a

liaison between the agency and minority organizations, women's organizations, organizations for persons with disabilities and community action groups concerned with employment opportunities for protected class persons; keep management informed of the latest developments in the entire EEO area.

d. Department Heads are responsible for assistance in the identification of problem areas and establishment of unit goals and objectives; periodic audit of training programs and of hiring and promotion patterns to remove obstructions from reaching goals and objectives; regular review of the qualifications of all employees to ensure that minority, women, and employees with disabilities are given full opportunities for transfers and promotions; career counseling for all employees; active involvement with organizations which work with or on the behalf of minorities, women, and persons with disabilities as well as community-based organizations, regular discussion with managers, supervisors, and employees to ensure policies are being followed.

e. The majority of positions are filled through the County's Department of Human Resources hiring system which places job advertisements on multiple job posting sites. Job advertisements may additionally be placed in newspapers, periodicals, and on the County's website to broaden the scope of applicants for hard-to-fill positions.

f. In addition to widespread job posting accessibility, the agency provides year-round opportunities for skill building to all employees to ensure all employees have equal opportunities for advancement and support to reach their highest potential. Developmental trainings and advancement opportunities include opportunities for coaching and employee selected trainings. All employees are encouraged to participate in these programs.

g. The County annually assesses the impact of postings, hiring, trainings, and advancement of underutilized positions.

Step 7:

Anderson County disseminates Commission approved organizational changes to EEO policies and procedures through departmental notification which includes online review and acceptance of policy; posting current policies and procedures on the secure employee portal; communicating changes for external vendors through internal processing of contracts and request for proposals; postings in communicable areas; public posting of employee handbook on County website; an notifying applicants, vendors, and contractors that the recipient has developed an EEOP Report and is available upon request/

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 24-2-1157
ORIGINAL RESOLUTION NO. 83-5-33

RESOLUTION AMENDING RESOLUTION 83-5-33 ESTABLISHING THE ANDERSON COUNTY EMERGENCY MANAGEMENT AGENCY TO INCLUDE REQUIREMENTS CODIFIED IN TENNESSEE CODE ANNOTATED CHAPTER 58, TITLE 2, SECTION 127

WHEREAS, on May 16th, 1983, the Anderson County Board of Commissioners voted to establish the Anderson County Emergency Management Agency (ACEMA), pursuant to the powers granted by Chapter No. 81, Public Acts of Tennessee 1951, and amendments thereto later codified at Tennessee Code Annotated §§58-2-10 *et seq.*; and

WHEREAS, a recent review of the 1983 Resolution in comparison to Tennessee Code Annotated §58-2-127 revealed the necessity of an amendment of to the original Resolution to include additional requirements now codified in Tennessee Code Annotated ; and

WHEREAS, those additional requirements are needed to comply with state law.

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Anderson County, Tennessee meeting in regular session in Clinton, Tennessee this the 22nd day of February 2024 that we hereby amend Resolution No. 85-5-33, passed on May 16th, 1983, "Establishing the Anderson County Emergency Management Agency" to include the requirements codified in Tennessee Code Annotated Chapter 58, Title 2, Section 127, to wit:

SECTION 1. Prerequisites for Employment as Director of ACEMA

(a) As a prerequisite to receiving an offer of employment as the director of a local emergency management agency, the candidate shall provide evidence satisfactory to the CLEO that the applicant:

- (1) Is at least eighteen (18) years of age;
- (2) Is a citizen of the United States and of this state;
- (3) Is a high school graduate or possesses equivalency;
- (4) Has not been convicted or pled guilty to or entered a plea of *nolo contendere* to any felony charge;
- (5) Has a valid Tennessee driver license; and
- (6)
 - (A) Has graduated and received a baccalaureate degree;
 - (B) Has graduated and received an associate's degree and possesses at least two (2) years experience in an emergency management or related field;
 - (C) Possesses at least four (4) years experience in an emergency management or related field; or
 - (D) Is serving as director of a local emergency management agency on July 1, 2011.

(b) In addition to the requirements of subsection (a), any director of a local emergency management agency shall possess knowledge of the following subjects:

- (1) The principles and practices of emergency management;
- (2) Emergency management planning concepts;

- (3) Disaster response and the functions of government and private organizations;
- (4) Laws and regulations related to emergency operations; and
- (5) Working knowledge of computer operations and the operation of other basic office equipment.

(c) In addition to the requirements of subsections (a) and (b), any director of a local emergency management agency shall possess the skill and ability to perform tasks as defined by the county mayor, including, but not limited to, the following tasks:

- (1) Plan, organize, assign, inspect, and direct the work of others;
- (2) Evaluate situations and make coherent decisions;
- (3) Express ideas clearly, concisely, and convincingly, both orally and in writing. This requirement includes the ability to communicate effectively under stressful conditions during emergency situations;
- (4) Establish and maintain an effective working relationship with the public, businesses, industries, volunteers, and employees;
- (5) Operate an emergency management response vehicle and communications equipment;
- (6) Work from a mobile unit and outdoors in all types of weather conditions during emergency and simulated situations; and
- (7) Direct the activities of a twenty-four-hour, seven-day-a-week operation.

(d) A local emergency management agency director is under executive direction.

(e) A local emergency management agency director's responsibilities include, but are not limited to, the following:

- (1) Coordinate and assist in the revision and update of the local emergency operations plan and field operating guides in conjunction with elected and appointed local government officials and private, volunteer, and civic organizations;
- (2) Develop and manage the local agency's annual budget in accordance with local guidelines;
- (3) Collect initial disaster intelligence information, extract essential elements of information, and prioritize use of critical resources;
- (4) Prepare and transmit situation reports to TEMA as directed by state procedures;
- (5) Assess the impact of major emergencies and initiate requests for declaration of emergency for the CLEO's signature;
- (6) Serve as the focal point for damage assessment information and coordinate all relief activities through the CLEO and the regional and state emergency operations center;
- (7) Promote and supervise the development of various emergency management related public education and information services, such as training programs, brochures, speaking opportunities, and media programs;
- (8) Develop and maintain an emergency operations center to ensure direction, control, and continuity of local government during emergencies and disasters;
- (9) Conduct hazardous analysis, capability assessment and vulnerability analysis, and make periodic updates to same. The director is "on call" for response to any type of disaster or major emergency: natural, manmade, or technological;
- (10) Provide assistance to private sector organizations on issues pertaining to emergency management and homeland security;
- (11) Provide resource coordination and technical assistance during major emergencies and disasters;
- (12) Prepare after-action reports as required;

- (13) Development and implementation of all activities relative to emergency management within the territorial limits of the emergency management area for which the director serves as director;
 - (14) Establish emergency management standards within the territorial limits of the emergency management area for which the director serves as director. This responsibility includes the development and implementation of activities which support the national incident management system (NIMS) to mitigate, prepare for, respond to, and recover from major emergencies, terrorist events, and disasters; and
 - (15) Perform other duties as directed by the CLEO.
- (f) In addition to the duties and responsibilities enumerated in subsection (e), a local emergency management agency director shall:
- (1) Complete FEMA independent study (IS) courses in a timely manner as required by TEMA and local guidelines;
 - (2) Within the first twenty-four (24) months of employment, or, in the case of a person who is serving as director of a local emergency management agency on July 1, 2011, by June 30, 2013, complete the TEMA hazardous materials operations level, damage assessment workshop, and any NIMS courses that are offered during that twenty-four-month period. If the TEMA hazardous materials operations level or damage assessment workshop is not offered during the first twenty-four (24) months of a director's term of employment, or, in the case of a person who is serving as director of a local emergency management agency on July 1, 2011, during the period of July 1, 2011 through June 30, 2013, the director shall take those courses at the earliest opportunity after the expiration of such time period. A director shall attend additional courses that are offered by TEMA as the director's time and schedule permit;
 - (3) Apply for emergency management professional certifications in a timely manner; and
 - (4) Independently maintain current knowledge of new technologies related to emergency management.

RESOLVED, DULY PASSED AND EFFECTIVE this 22nd day of February, 2024.

H. Tyler Mayes, Chairman, County Commission

Terry Frank, County Mayor

ATTEST:

Jeff Cole, County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 23-04-1084

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

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

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

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

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

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

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

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

APPROVED:


Josh Anderson, Commission Chairman


Terry Frank, Anderson County Mayor

ATTEST:

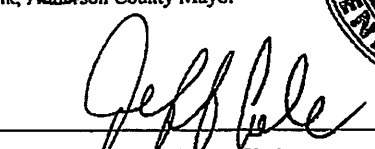

Jeff Cole, Anderson County Clerk



Exhibit 2

e

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 23-04-1085

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

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

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

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

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

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

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

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

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

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

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

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

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

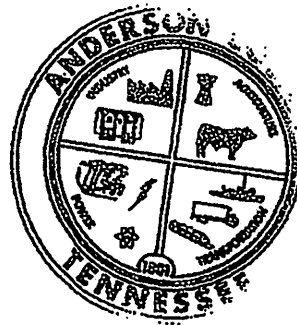
SECTION 10. County employees and family members are expressly allowed to participate provided they are selected by the NWTF.

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

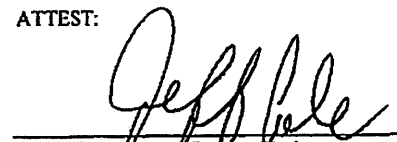
SECTION 12. This Resolution shall take effect immediately, the public welfare requiring same.

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


Terry Frank, Anderson County Mayor




Joshua N. Anderson, Chair, AC Commission

ATTEST:

Jeff Cole, Anderson County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 24-04-1163

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

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

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

NOW THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 15th day of April 2024. that we authorize the National Wild Turkey Federation to sanction and conduct a limited and restricted Youth Turkey Hunt on May 18th, 2024, at the former Blockhouse Valley Landfill site.

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

SECTION 2. Only Youth hunters, as defined by NWTF and TWRA regulations, are eligible for this hunt.

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

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

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

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

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

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

RESOLVED, DULY ADOPTED AND EFFECTIVE this 15th day of April 2024.

Terry Frank, Anderson County Mayor

H. Tyler Mayes, Chair, AC Commission

ATTEST:

Jeff Cole, Anderson County Clerk



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

February 12, 2024

Congressman Tim Burchett
Congressman Chuck Fleischmann
Congresswoman Diana Harshbarger

Dear Congressmen Burchett and Fleischmann, and Congresswoman Harshbarger:

I am writing on behalf of the Anderson County Operations Committee, which discussed, at a recent meeting, the proposed closure of the U.S. Postal Service's Weisgarber Distribution Center in Knox County.

We would like to convey our strongest desire that the Knox County distribution facility be kept open for a number of reasons: First, with the proposed closure, we see the potential increase in longer waiting periods that could be imposed upon citizens who receive or send important documents or packages (e.g.: medicines, etc.) via the U.S. Postal Service. Secondly, the proposed closure of the Knox County mail distribution facility could mean the loss of livelihoods for hundreds of local citizens and their families. That loss could trickle down to other areas as well.

If there are any other viable options to explore besides shutting down this vital facility in the distribution of the region's mail, we hope the U.S. Postal Service will strongly consider other options. Please let us know if there are any avenues for us to impact further decision-making and/or collaboration with the U.S. Postal Service. We have a long community partnership with the postal system and desire to keep that partnership at the local level.

My best regards,

Mrs. Terry Frank
Anderson County Mayor

GOVERNMENT RELATIONS



January 9, 2024

The Honorable Tim Burchett
House of Representatives
Washington, DC 20515-4202

The Honorable Chuck Fleischmann
House of Representatives
Washington, DC 20515-4203

The Honorable Diana Harshbarger
House of Representatives
Washington, DC 20515-4201

Dear Congressman Burchett, Congressman Fleischmann, and Congresswoman Harshbarger:

This responds to your December 8, 2023, letter to Postmaster General Louis DeJoy, regarding Mail Processing Facility Review (MPFR) studies in Tennessee.

Thank you for the opportunity to discuss the exciting and positive investments we propose to make at the Knoxville and Chattanooga facilities. We appreciate being able to provide more details about our plans to improve our service for Tennessee and for all our customers.

Foremost, I would like to emphasize that the MPFR process will not result in the closure of the studied facilities or in any career employee layoffs. Please also note that only two MPFRs are in progress in Tennessee, for the Chattanooga Processing & Distribution Center (P&DC) and the Knoxville P&DC. There is currently no MPFR in progress for the Johnson City P&DC. Originating mail operations were moved from that facility to the Knoxville P&DC in 2013.

As you know, the Postal Service provides a vital service to its customers in Tennessee and across the nation and does so solely by the sales of its products and services. The Postal Service has been contending with a broken business model better suited to the year 2000 when mail volume was abundant than today when letter mail volume continues to decline. We must now turn around from an obsolete, illogical, and inefficient processing network, and a regulatory scheme seemingly intent on preventing any progress or prospect for success.

To finally overcome these obstacles, the Postal Service formulated and is implementing its Delivering for America (DFA) plan, the details and progress of which have been shared with your staff and which are available at <https://about.usps.com/what/strategic-plans/delivering-for-america/>. This turn-around plan is a 10-year, \$40 billion strategic effort to revitalize the Postal Service and allow it to meet the service expectations of our current and future customers, achieve financial stability, and bring this essential national institution into the 21st century. For the last 15 years—since the 2008 recession and the obvious realization that the 2006 reforms were causing rather alleviating systemic challenges—clear and evident deficiencies were ignored and now the task must be to provide the American people with a modern logistics service that is dependable and effective.

Unlike earlier efforts, the DFA is grounded in a solid and optimistic business strategy. The Postal Service's greatest strength is that it delivers everywhere, six days per week, and the DFA is designed around this fact. It leverages our integrated mail and package delivery capabilities and 6-day delivery so that we can increase revenue while simultaneously allowing billions in cost savings by eliminating unneeded or outmoded practices. The codification of the integrated network in the 2022 Postal Service Reform Act acknowledged the inherent soundness of this approach. The network improvements we are implementing, like those we are discussing here in Tennessee, make it logical and cost efficient.

The Knoxville and Chattanooga Processing and Distribution Centers are Not Closing and are Being Modernized

Importantly, I would like to dispel any misconception that the MPFRs will result in closing the Knoxville or Chattanooga facilities or any career employee layoffs. In every reasonable scenario, the facilities will continue to be a needed network node delivering mail and packages for the state. In truth, the MPFRs will examine how best to rationalize and improve the processing of mail and packages, and better connect that process to the national network. Depending on the MPFR results, some mail processing functions may be consolidated to other facilities that are better suited for a given task, but opposing any and all consolidations would consign our customers there to deteriorating service provided by an obsolete network. The initial results of the MPFR support the business case for modernizing the Processing and Distribution Centers as Local Processing Centers with simplified processes and standardized layouts.

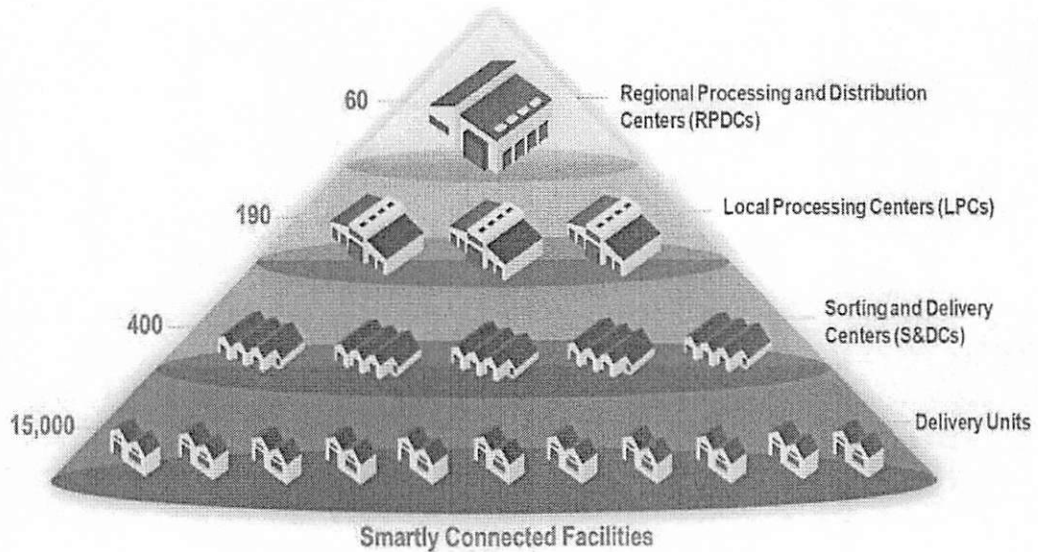
Addressing an Outmoded Delivery Network

Nationally, the Postal Service's legacy processing network is outdated and relies on inefficient facilities that were located and constructed on an ad-hoc basis to meet operational needs that changed years or decades ago. Nevertheless, these facilities and their obsolete operating plans were allowed to persist, and without modernization the result would be steadily degrading service and a Postal Service that is incapable of addressing the needs of the current operational and market reality. To address this challenge, the DFA is making strategic investments of \$7.6 billion to establish a modern network of new or improved facilities. When complete, this network will enable an operational model that is logical and uniform and can provide the reliable and precise service that is essential for modern logistics.

Regional Processing and Distribution Centers Take a Modern Approach and Utilize Local Processing Centers

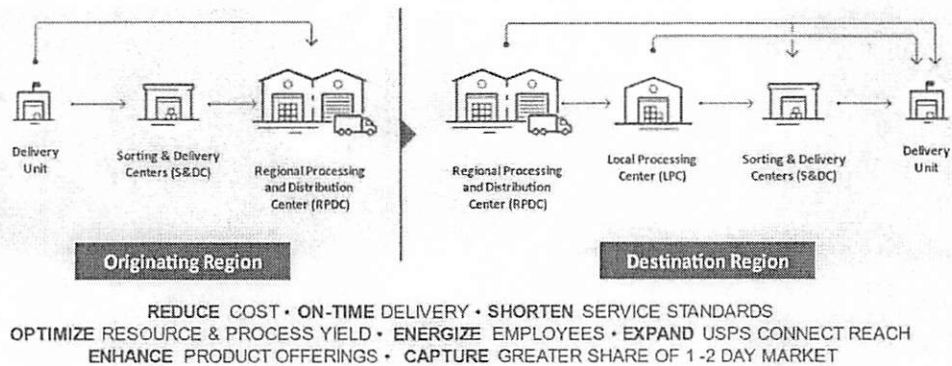
As part of the new processing network, the Postal Service is inaugurating Regional Processing and Distribution Centers (RPDCs), which are large facilities that act as central nodes for a given region. Utilizing modern equipment and economies of scale, these facilities will process all mail and packages for an area, and they will serve as the transportation conduits that connect regional transportation to the national network. RPDCs will support and be supported by Local Processing Centers (LPCs), which will process primarily destinating mail and serve as an aggregation point for destinating volume (i.e., product that is headed out for delivery). Generally, LPCs will be created by repurposing existing sites. In the legacy network, a P&DC may have a variety of processing functions with no standardization or rational design across the network. Instead, P&DCs have taken on various functions—or are lacking certain functions—based on ad-hoc historical decisions. Rationalizing where processing work is done is critical, and it will ensure that each facility is performing a necessary role, and performing it well, to increase overall efficiency.

The below graphics may help illustrate our modern network realignment, how these new or transformed facilities will fit together, and the benefits they will bring.



The Future Network Flow: End-to-End Model

Since the DFA Plan launched, we have committed nearly \$7.6 billion of the Plan's \$40 billion in self-funded investments to create our new network.



Consistent with these objectives, Tennessee may be among the first places to benefit from the DFA's processing modernization. For the average Tennessee postal customer, these processing changes will go unnoticed, but what customers will notice is increasing reliability and more dependable service. The implementation of the DFA will enable the Postal Service to meet its service standards for all customers, including those in rural areas, more frequently than it has in the past. Businesses in the region will enjoy better and more efficient customer reach locally, regionally, and nationally.

To ensure that DFA processing modernization is properly understood and that any potential improvements receive proper consideration, the Postal Service is utilizing the MPFR process when applicable. The MPFR assesses a facility's capacity to meet operational goals and evaluates whether efficiency could be increased by transferring processing operations currently performed at a particular processing center to an RPDC.

Importantly, the MPFR allows for transparency while protecting proprietary, business-sensitive information. The process requires the solicitation and consideration of public comment, whether submitted in writing or provided at the public meeting on the proposal. Specifically, during an MPFR, the Postal Service provides the public and stakeholders with notice of the intent to undertake an MPFR analysis of a site; schedules public meetings to receive input from stakeholders; and provides a website for stakeholders to provide written comments. After considering the collected comments, a final decision on the approval or disapproval of a specific MPFR proposal will be made. Stakeholders include affected employees, employee organizations, officials at various levels of government, local mailers, community organizations, and the media.

Please see the following responses to the specific questions in your letter:

1. When do you plan to make a final decision about the future of the Knoxville, Chattanooga, and Johnson City mail handling centers?

As noted, there is no MPFR in progress for the Johnson City P&DC. We anticipate a decision on the Knoxville and Chattanooga facility reviews in 30 to 90 days.

2. What impact will the proposed changes to the mail processing facilities in Knoxville, Chattanooga, and Johnson City have on the delivery standards in East Tennessee?

There will be no service impacts because of the proposed changes.

3. What equipment changes are needed to the Knoxville, Chattanooga, and Johnson City facilities to improve service for postal customers?

The final results of the MPFRs will determine the necessary equipment changes. The Postal Service regularly reviews its processing and delivery network footprints to ensure that facilities and services are best aligned to provide increased service reliability to customers and a better workplace experience for employees.

4. Recently, in Chattanooga, mail volume was so high USPS could not process outgoing mail and then sent it to Nashville. Nashville could not handle the mail volume and sent it to Atlanta, GA, where they had over 200 trailers waiting to enter the facility. What plans are in place to prevent these delays and added transportation costs? What are the "projected savings" in this business model?

The recent situation in Chattanooga was not related to the MPFR process. The Chattanooga P&DC was experiencing employee availability issues and simultaneously received an unexpected, large volume of "non-machinable" mail, which are parcels or mailpieces that, because of size, weight, or other characteristics, cannot be sorted by automatic mail processing equipment and must be handled manually. Excess volume was immediately sent to the Atlanta Regional Processing and Distribution Center, which has the capacity to process over 30,000 packages per hour. Excess volume was not sent to the Nashville P&DC, and reports that "200 trailers" were waiting outside of the Atlanta facility are false.

5. In the MPFR for Knoxville, USPS estimated a net decrease of 28 craft and 4 management positions. In the public meeting on November 30, 2023, postal representatives estimated a net decrease of 63 craft and 9 management positions in the Knoxville facility. Do you know why there is a discrepancy?

There is not a discrepancy. Rather, the Postal Service provides two different measures of the estimated complement changes during an MPFR. The Net Employee Impacts number provided in the Initial Findings document accounts for combined impacts at the Knoxville facility and the facility gaining functions. This impact is the number of positions reduced at the Knoxville site, minus the number of additional positions at the gaining site. Conversely, the Career Craft Impacts number shared during the public input meeting measures only the impact on the Knoxville facility and does not account for the needs of the gaining site. This impact is the number of career craft positions (by craft), minus the number of pre-career employees (by craft), in Knoxville. Please also note that estimates regarding clerk and mail handler positions are fluid because of flexible workforce staffing (i.e., varying numbers of pre-career employees) during review and upon implementation, if the decision is made to proceed. Please be assured that any reduction in positions and placement of impacted employees will be made in accordance with the respective collective bargaining agreement.

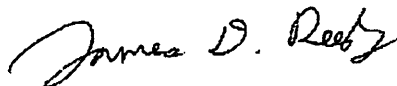
Making Facility Investments for our Employees

Finally, in addition to modernizing our operational design, DFA facility investments will address poor working environments for our employees that should have been dealt with years ago. Just like it has made do with obsolete processing plants, the Postal Service has deferred maintenance on its facilities and equipment for far too long. Compared with equivalent private-sector competitors, too many of our facilities are in poor condition and lack resources that are considered bare minimums in a modern work facility. As we construct RPDCs and repurpose facilities into LPCs such as in the case of the Knoxville and Chattanooga facilities, for instance, we are providing our employees updated and modernized workplaces. Redesigning workrooms, installing new equipment, retiring unneeded equipment, and improving the physical conditions of our facilities will improve employee satisfaction and make it easier for them to work to their highest potential. This is part of our commitment to a stable and empowered workforce, and already we have seen a reduction in pre-career workforce turnover by 50 percent and the conversion of 150,000 pre-career employees to full-time career employee status since October 2020.

Through the DFA plan, we are undertaking a vital modernization of our long-neglected infrastructure and network that will provide our employees with state-of-the-art workplaces, enabling them to provide exceptional service to the American people. We are also making progress toward ensuring the long-term financial health of the Postal Service and fulfilling our mission to provide timely, reliable, secure, and affordable delivery of mail and packages to the more than 165 million addresses we serve six days a week.

I hope this information is helpful, and that it alleviates your concerns about the exciting and very positive changes currently underway. Please let me know if I can assist with any other postal matters.

Sincerely,



James D. Reedy
Government Relations Representative

MEMORANDUM OF UNDERSTANDING

EMERGENCY EVACUATION LOCATION AGREEMENT

THIS AGREEMENT in the form of a Memorandum of Understanding (“M.O.U.”) is made and entered into this the _____ day of March, 2024, by and between the “Parties” of Anderson County Animal Shelter (“ACAS”) and the Little Lake Pet Lodge (“LLPL”).

WHEREAS, it is the intention of the undersigned Parties to establish an agreement by which LLPL agrees to allow ACAS to use their facilities in the event of an emergency as a part of ACAS’s Emergency Action Plan (“Plan”).

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: Facility Location

LLPL agrees to allow ACAS to use the facility located at 1666 Oliver Springs Highway, Clinton, Tennessee 37716 as the primary location for the Plan.

SECTION 2: The Plan

In the event of an emergency, ACAS will have access to LLPL’s facility as the primary location to house all animals currently in the care of ACAS until the animals are able to return to the Shelter. LLPL will provide kennels only for the animals. ACAS will be responsible for all care of the animals, including but not limited to; medical care, food, personnel and any extra equipment necessary for care of the animals.

SECTION 3: Term of Agreement

This agreement shall be for a one (1) year term from the date this M.O.U is entered into by the Parties. This agreement shall be renewable for additional one (1) year terms only in writing and by agreement of the Parties. If either Party wishes to extend the term beyond a one (1) year limit, both Parties agree and understand that a new M.O.U will need to be submitted to the Anderson County Board of Commissioners for approval.

SECTION 4: Default.

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

SECTION 5: 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 6: 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 7: 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 8: 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 9: Cancellation.

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

SECTION 10: 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 11: 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 12: 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 13: 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 14: Choice of Law.

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

SECTION 15: 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 16: 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 17: 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 18: 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 19: 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 of this M.O.U. Furthermore, the Parties agree to indemnify each other 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.

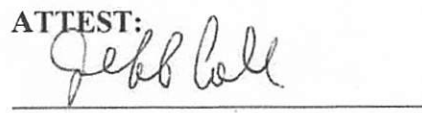
IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U on the ____ day of March, 2024.

ACCEPTANCE BY ANDERSON COUNTY ANIMAL SHELTER:


Damon McKenna, Director


Terry Frank, County Mayor


Tyler Mayes, Chair, County Comm.

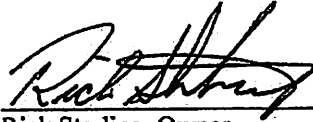
ATTEST:

Jeff Cole, County Clerk



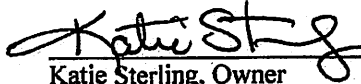
APPROVED AS TO FORM:

N. Jay Yeager, Anderson County
Law Director

ACCEPTANCE BY LITTLE LAKE PET LODGE:



Rick Sterling, Owner



Katie Sterling, Owner

Date: 3/18/24

Jay Yeager

From: Jay Yeager
Sent: Tuesday, March 26, 2024 2:54 PM
To: Brice Kidwell
Cc: Terry Frank
Subject: Re: EMA Resolution and Inter-local agreement for radio usage.

Excellent work, Brice. Thank you very much!
Jay

From: Brice Kidwell <bkidwell@andersoncountytyn.gov>
Sent: Tuesday, March 26, 2024 2:20:13 PM
To: Jay Yeager <jyeager@aclawdirector.com>
Cc: Terry Frank <tfrank@andersoncountytyn.gov>
Subject: EMA Resolution and Inter-local agreement for radio usage.

Jay,

The Mayor and I met this morning to discuss the Resolution updating the Establishment of EMA to reflect the current TCA code. The current resolution with the TCA code is good to go with no changes and can be added to the April Operations committee meeting.

As well, I have attached pdf documents with necessary changes to Equipment Usage Agreement and Terms and Conditions. Below is an overview of the changes in case the pdf's are unreadable. If you have any questions about the changes please feel free to reach back out.

In regards to the Constables, we discussed that the agreement should be between the Sheriff's Office and the Constables as we are not Law Enforcement related. We will still provide the equipment that was purchased by county commission using the ARPA funds, but will be maintained by the Sheriff's Office. I will be sending the Terms and Conditions form as well as the original MOU for their review for necessary changes.

Equipment Usage Agreement

- Instead of one agreement between the county and all departments we would like to change to individual agreements between the county and the individual departments. The MOU will be required to be signed yearly and turned in along with NIMS roster to EMA as well as Department Financial Report to Director of Finance to receive contributions from the Anderson County. (Unsure if that needs to go before non-profit committee or not)
- Section 1: Term of Agreement
 - With this being an annual agreement we would like to change the date for the 24/25 agreement to reflect the expiration date as June 30, 2025.
- Section 3: Maintenance, Service, and Repairs
 - Strike "in exchange for the equal reimbursement for required parts, expenses, and labor".

- Strike all of Section 4: Reimbursements
- Strike all of Section 5: Payment Invoices

*Note: Repairs to radios will come from EMA budget.

Terms and Conditions

- Add line 10
 - 10. Failure to adhere to above terms and conditions may result in suspension or revocation of equipment.

Thank you for you assistance on this. I greatly appreciate it.



BRICE KIDWELL
DIRECTOR
ANDERSON COUNTY EMA

O: [\(865\)-264-6396](tel:(865)264-6396) | C: [\(865\)-396-6352](tel:(865)396-6352)
bkidwell@andersoncountyttn.gov | andersoncountyttn.gov

MEMORANDUM OF UNDERSTANDING

EMERGENCY EVACUATION LOCATION AGREEMENT

THIS AGREEMENT in the form of a Memorandum of Understanding (“M.O.U.”) is made and entered into this the _____ day of March, 2024, by and between the “Parties” of Anderson County Animal Shelter (“ACAS”) and the Anderson County Fair Association (“ACFA”).

WHEREAS, it is the intention of the undersigned Parties to establish an agreement by which ACFA agrees to allow ACAS to use their facilities in the event of an emergency as a part of ACAS’s Emergency Action Plan (“Plan”).

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: Facility Location and Availability

ACFA agrees to allow ACAS to use the barn facility located at 218 Nave Street, Clinton, Tennessee 37716 as the secondary location for the Plan. The barn will only be available to ACAS if it is not currently being used by ACFA at the time of the emergency.

SECTION 2: The Plan

In the event of an emergency, ACAS will have access to the barn located at ACFA’s location as the secondary location to house all animals currently in the care of ACAS until the animals are able to return to the Shelter. ACFA will be responsible for providing the facility only. ACAS will be responsible for all necessary equipment needed for care of the animals, such as kennels, medical equipment, food, and personnel.

SECTION 3: Liability

ACFA will not be held liable for any injuries that may occur at the barn while it is occupied by ACAS staff and citizens. ACAS will be liable for any damages to the barn that may occur while occupying the facility.

SECTION 3: Term of Agreement

This agreement shall be for a one (1) year term from the date this M.O.U is entered into by the Parties. This agreement shall be renewable for additional one (1) year terms only in writing and by agreement of the Parties. If either Party wishes to extend the term beyond a one (1) year limit, both Parties agree and understand that a new M.O.U will need to be submitted to the Anderson County Board of Commissioners for approval.

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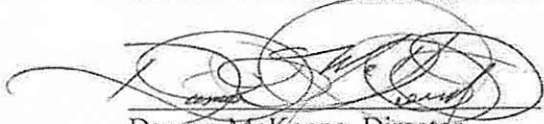
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The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this M.O.U. Furthermore, the Parties agree to indemnify each other 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.

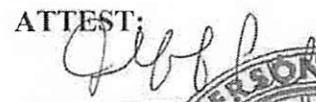
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ACCEPTANCE BY ANDERSON COUNTY ANIMAL SHELTER:


Damon McKenna, Director


Terry Frank, County Mayor


Tyler Mayes, Chair, County Comm.

ATTEST:

Jeff Cole, County Clerk



APPROVED AS TO FORM:

N. Jay Yeager, Anderson County
Law Director

ACCEPTANCE BY ANDERSON COUNTY FAIR ASSOCIATION:



Steve Queener, President

Date: 2-28-24