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# Anderson County Board of Commissioners

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## Regular Agenda Monday, October 21, 2024 @ 9:30 A.M.

1. **Call to Order / Roll Call**
2. **Prayer**
3. **Pledge of Allegiance**
4. **Appearance of Citizens** – Items on or not on the agenda
5. **Approval and Correction of Agendas**
  - Consent Agenda
  - Regular Agenda
6. **Courtesy Resolutions/Presentations/Proclamations**
  - Proclamation – Honoring Dr. Jim and Sheila Michel
7. **Election** – to fill two seats on the Beer Board  
Applicants:
  - Lisa A. Roberts
  - Jennifer L. Pemberton
8. **Presentation of Reports:**
  - A. Elected Officials
    1. County Mayor – Terry Frank
      1. Requesting motion to confirm appointment of Cory Jenkins to the Anderson County Solid Waste Board.
      2. Requesting motion to approve required contract between ETDD and Anderson County for grant administration of grant award from the State of Tennessee, Economic and Community Development Award.
      3. Requesting motion to approve State of Tennessee Disability and Aging Senior Center Grant.
  - B. Department Heads
    1. Director of Finance – Robby Holbrook
      - Budget Committee Report – by Robby Holbrook, Finance Director
      - Finance Committee Report – by Robby Holbrook, Finance Director
        - Resolution No. 24-10-1188 Authorizing issuance of Rural Elementary School Bonds
    2. Director of Schools
      - Written Report
      - Board of Education Minutes (9/12/24) (10/3/24)
    3. Law Director’s Office Report
      1. Contract Approvals
      2. Zoning Violations
      3. Bankruptcies

4. Other
  - Moss v. AC: Trial set for May 27, 2025.
  - Pro-Vision Case: Filed in Chancery Court on September 3, 2024.
5. Tennessee Open Meetings Opinion

C. Committees/Boards Reports

1. Operations Committee Report – by Chairman Isbel
  - Basic Emergency Operations Plan amendments
  - Resolution No. 24-07-1177 Disbursement of Opioid Abatement Funds
  - Strategic Planning Committee meetings
  - Abolish the Animal Care Advisory Committee

**9. Unfinished Business**

**10. New Business**

**11. Announcements**

Donation request from OVBC Christmas Store – requested by Commissioner Allen

**12. Adjourn**

**Respectfully Submitted**  
**H. Tyler Mayes, Chairman**

**Anderson County Board of Commissioners**  
**Anderson County, Tennessee**

*Proclamation*

**WHEREAS** Jim Michel was born, raised, attended college and medical school in Minnesota, followed by cardiology training at the University of Louisville. Jim served in the United States Navy for two years as a general medical officer in Okinawa and the Philippines then a year in Pensacola, Florida, where he met Sheila; and

**WHEREAS** Sheila was born and raised in Florida and received a bachelor's degree in marketing from the University of West Florida. Jim and Sheila married in Sheila's hometown of Gulf Breeze, Florida, on June 28, 1980. The Michels moved to Oak Ridge, Tennessee, in July 1986, and raised their now-grown children: Tess Lefmann, Julia Matthews, Florence Harris, and James Michel. They have seven wonderful grandchildren; and

**WHEREAS** Dr. Jim Michel was a practicing cardiologist with Parkway Cardiology in Oak Ridge for 24 years until his retirement in 2009. Dr. Michel was a member of the founding task force of the Free Medical Clinic in Oak Ridge in 2009, and he served as the clinic's medical director for the first five years and is now a regular volunteer doctor for the clinic. Dr. Michel also led annual medical mission trips to Central American countries for more than 20 years. He stays active with bicycling – most recently on an e-bike; and

**WHEREAS** Sheila Michel has enjoyed multiple volunteer opportunities, primarily serving the community through Oak Ridge Schools, the Children's Advocacy Network, AYSO, Boys and Girls Club, the Children's Museum of Oak Ridge, Kids on the Block Inc., Ridgeview Behavioral Health Services, and the Holston Conference of the United Methodist Church. Most significantly, Sheila was the founding inspiration for the creation, in 2012, of the Tennessee Out-Reach Center for Homeless (TORCH). Currently, she is still very involved in the organization's success. Additionally, Sheila is an accomplished actor and has been in several Oak Ridge Playhouse productions; and

**WHEREAS** together for the last 44 years, the Michels have always shared of love of travel – including one round-the-world trip as a new couple. They have visited all seven continents and Jim has visited 98 countries. Many trips involved their children, backpacking, hiking and exploring the wonders of Turkey, Austria, Italy, Egypt, Brazil, Mexico, Honduras, and Nicaragua; and

**WHEREAS** Dr. Jim and Sheila Michel have experienced a well-rounded life, learning about new places and cultures, and always looking to serve others in any ways they can, both at home in Oak Ridge and abroad. In addition to their community endeavors, Jim and Sheila both are active members of First United Methodist Church in Oak Ridge, where Sheila has served as the director of small group ministry and currently is serving as a lay speaker, while Jim is serving as a Stephen Minister.

**NOW, THEREFORE**, we, Anderson County Mayor Terry Frank and members of the Board of Anderson County Commissioners, in conjunction with the Aid to Distressed Families of Appalachian Counties (ADFAC), do hereby proclaim Saturday, November 16, 2024, as Dr. Jim and Sheila Michel Day in Anderson County, and we join ADFAC in honoring the Michels as the 2024 recipient of the prestigious Bill Wilcox Bow Tie Award for leading a life of purposeful impact, and their selfless service to the community and a better tomorrow.

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the official seal of Anderson County to be affixed on this, the 21<sup>st</sup> day of October 2024.

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*H. Tyler Mayes, Commission Chairman*

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*Mrs. Terry Frank, County Mayor*

**ATTEST:** \_\_\_\_\_  
*Jeff Cole, County Clerk*

**REQUEST FORM  
CONSIDERATION FOR NOMINATION TO THE**

\_\_\_\_\_  
\_\_\_\_\_  
Date Oct 7, 2024  
Name Lisa Roberts  
Address 209 Lamar Ave, Clinton, TN 37716  
Phone Number 865-898-9233 \_\_\_\_\_  
(Home) (Work)

**Employment History:** (if not on resume)  
\_\_\_\_\_  
See Resume  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Education:** (if not on resume)  
\_\_\_\_\_  
See Resume  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Why would you like to serve on this Board/Committee:**  
\_\_\_\_\_  
I would like to serve on the Beer Board for the improvement of Anderson County.  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE ATTACH A RESUME TO THIS APPLICATION**

( For additional space, use back of form)

**\*\* Please return this form to Commission Office, 100 N Main Street, Room 118, Clinton, TN 37716 (Fax: 865/264-6264) \*\***

# Lisa A. Roberts

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- Objective** To obtain a challenging position where I can be a member of a team and utilize my business experience to the fullest.
- Experience**
- November 2014 – September 30, 2020 – CNS Y-12 National Security Complex (NSC) (Retired – October 1, 2020)**  
*Performance Assurance Specialist – Performance Assurance*  
Conducted assessments for both compliance and performance of the Safeguards and Security protection program elements specifically in Personnel Security, Incidents of Security Concern, and Training & Development programs.
- August 2001 – November 2014 – Wackenhut/B&W Y-12 NSC**  
*Inquiry Official – Safeguards and Security*  
Conducted inquiries into security issues and violations as a certified Inquiry Official in accordance with DOE O 470.4B, *Safeguards and Security Program* with the office of Incidents of Security Concern. Served as Derivative Classifier from October 25, 2012, until September 30, 2020.
- March 1999 – August 2001 – Science Applications International Corp - SAIC**  
*Computing Technician Specialist Lead – SAIC*  
Provided Microsoft Exchange Server administration. Worked with the Cyber Security Organization on incident response and sanitization of servers and desktops.
- August 1987 - 1999 – Lockheed Martin Energy Systems (LMES) – Y-12 NSC – Computing and Telecommunications**  
*Senior Computer Technician - Provided Information Technology field support for the Department of Energy (DOE) Oak Ridge facilities.*
- Education**
- Roane State Community College, Oak Ridge, TN 37830**  
Diploma, May 2017 - Associates of Applied Science – General Studies
- Certified Help Desk Professional Certification – May 2001  
Microsoft Certified Professional (MCP) Certification – March 2000  
President's Award – LMES – Y-12 NSC – 1996  
Certified Professional Secretary (CPS) – May 1988
- Clinton High School, Clinton, TN 37716**  
Diploma, June 1977
- Held a "Q" clearance from 1976 - 2020.
- References** Available Upon Request

Jennifer L. Pemberton  
123 Woodland View Rd.  
Clinton, TN 37716  
865-680-7481/[jennifer.pemberton@webbschool.org](mailto:jennifer.pemberton@webbschool.org)

**Webb School of Knoxville, Knoxville, TN 2022-present**

Classroom teacher, Spanish 6 & 7, World Language Survey

**Clinton High School, Clinton, TN 2021-22**

Classroom teacher, French I and II; Spanish I

Dean of Attendance and Remediation

**Robertsville Middle School, Oak Ridge, TN 2020-2021**

Classroom teacher, Spanish I

**Clinton High School, Clinton, TN 2018-19**

Classroom teacher, French I-III

**Jefferson Middle School, Oak Ridge, TN 2015-2018**

Classroom teacher/Cheer Coach, 7th and 8th grade French, 6<sup>th</sup> grade Study Hall

**Carter High School, Knoxville, TN 2014-2015**

Classroom teacher, French levels I-III

**Dallas International School, Dallas, TX 2013-2014**

Director of Student Affairs and After School Programs

- Managed discipline and attendance for 470 students
- Served on Campus Administration team and School Advisory Board
- Maintained all student records including admissions files, transcripts, health and immunization records and all other vital student information via the RenWeb system
- Trained and aided teachers on the usage of the RenWeb system
- Scheduled and supervised eight direct reports during the school day to ensure adequate supervision during recess and lunch periods
- Aided parent volunteers and yearbook representative in creation, assembly and distribution of the school yearbook
- Designed, implemented and supervised the after school program in which approximately 300 students participated on a daily basis. Supervised 40+ teachers of after school classes

**Greenhill School, Addison, TX 2010-2012**

Classroom teacher, Middle School French

**Booker T. Washington High School for the Performing and Visual Arts, Dallas, TX 2009-2010**

Classroom teacher, French levels I through III

**Ursuline Academy of Dallas, Dallas, TX 2006-2008**

Dean of Students

- Changed culture of the office to create a proactive environment that supported, guided and provided counseling to 800 + Upper School students
- Advocated for and counseled students, regarding their behavior, resulting in an increase in students making more mature decisions, being more responsible, and accountable
- Designed and organized school events calendar annually
- Oversaw school handbook edits and worked with printer for publication
- Supervised class moderators to ensure smooth and effective programs for all grade levels
- Oversaw and approved all school clubs and club activities
- Changed Honor Council disciplinary procedure to be proactive and progressive in handling disciplinary actions related to Honor Council
- Took on supervision of additional extra-curricular activities, providing a real-world connection between the students and the Dean's role, resulting in more positive relationships with students and families

**The Webb School of Knoxville, Knoxville, TN 2002-2006**

Classroom teacher, French levels I through Advanced Placement

- Students always ranked on state level and often on national level of the National French Contest

**LANGUAGES**

English - native language

French - educated native speaker level of fluency

Spanish -speak, read, write and understand language with competence

## **EDUCATION**

-University of Tennessee, Knoxville, TN, 1992

M.S. Educational Curriculum and Instruction

-University of Tennessee, Knoxville, TN, 1991

B.A. French

Minor: Economics

## **REFERENCES:**

Clark Wormsley, Dean of Students (retired), Webb School of Knoxville

514 Riverside Dr.

Clinton, TN 37716

865-335-8617

[rclarkwormsley@gmail.com](mailto:rclarkwormsley@gmail.com)

Julia Morris, Family Nurse Practitioner

220 Heathersett Dr.

Franklin, TN 37064

615-416-4640

[juliabrownmorris@gmail.com](mailto:juliabrownmorris@gmail.com)

Paula Kerr, Spanish teacher, Oak Ridge Schools

821 View Harbor Rd.

Knoxville, TN 37934

423-322-2591

[pjkerr@ortn.edu](mailto:pjkerr@ortn.edu)





## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

October 16, 2024

Commissioner Tyler Mayes  
Chairman, Anderson County Board of Commissioners

RE: Mayor's Report

Dear Chairman Mayes and Honorable Members of Commission,

I wish to add the following items to the Agenda:

1. In conjunction with Aid to Distressed Families of Appalachian Counties, a proclamation honoring Dr. Jim and Shelia Michel as the 2024 recipient of the Bill Wilcox Bow Tie Award.
2. The City of Oliver Springs has appointed Cory Jenkins to the Anderson County Solid Waste Advisory Board. **Requesting motion to confirm.** (see attached)
3. **Requesting motion to approve** required contract between ETDD and Anderson County for grant administration of grant award from the State of Tennessee, Economic and Community Development Award. Full contract was approved by Commission on 9/16/24. (see attached) Has been approved to form by J. Brooks.
4. **Requesting motion to approve** State of Tennessee Disability and Aging Senior Center Grant. This is the contract documentation for grant award in the amount of \$45,000 for a new senior center van and lettering. Contract is needed by November 1, so I did not have time to take through November Purchasing Committee. Has been approved to form by J. Brooks. (see attached)

Sincerely,

Terry Frank

**Anderson County Board of Commissioners**  
**Anderson County, Tennessee**

*Proclamation*

**WHEREAS** Jim Michel was born, raised, attended college and medical school in Minnesota, followed by cardiology training at the University of Louisville. Jim served in the United States Navy for two years as a general medical officer in Okinawa and the Philippines then a year in Pensacola, Florida, where he met Sheila; and

**WHEREAS** Sheila was born and raised in Florida and received a bachelor's degree in marketing from the University of West Florida. Jim and Sheila married in Sheila's hometown of Gulf Breeze, Florida, on June 28, 1980. The Michels moved to Oak Ridge, Tennessee, in July 1986, and raised their now-grown children: Tess Lefmann, Julia Matthews, Florence Harris, and James Michel. They have seven wonderful grandchildren; and

**WHEREAS** Dr. Jim Michel was a practicing cardiologist with Parkway Cardiology in Oak Ridge for 24 years until his retirement in 2009. Dr. Michel was a member of the founding task force of the Free Medical Clinic in Oak Ridge in 2009, and he served as the clinic's medical director for the first five years and is now a regular volunteer doctor for the clinic. Dr. Michel also led annual medical mission trips to Central American countries for more than 20 years. He stays active with bicycling – most recently on an e-bike; and

**WHEREAS** Sheila Michel has enjoyed multiple volunteer opportunities, primarily serving the community through Oak Ridge Schools, the Children's Advocacy Network, AYSO, Boys and Girls Club, the Children's Museum of Oak Ridge, Kids on the Block Inc., Ridgeview Behavioral Health Services, and the Holston Conference of the United Methodist Church. Most significantly, Sheila was the founding inspiration for the creation, in 2012, of the Tennessee Out-Reach Center for Homeless (TORCH). Currently, she is still very involved in the organization's success. Additionally, Sheila is an accomplished actor and has been in several Oak Ridge Playhouse productions; and

**WHEREAS** together for the last 44 years, the Michels have always shared of love of travel – including one round-the-world trip as a new couple. They have visited all seven continents and Jim has visited 98 countries. Many trips involved their children, backpacking, hiking and exploring the wonders of Turkey, Austria, Italy, Egypt, Brazil, Mexico, Honduras, and Nicaragua; and

**WHEREAS** Dr. Jim and Sheila Michel have experienced a well-rounded life, learning about new places and cultures, and always looking to serve others in any ways they can, both at home in Oak Ridge and abroad. In addition to their community endeavors, Jim and Sheila both are active members of First United Methodist Church in Oak Ridge, where Sheila has served as the director of small group ministry and currently is serving as a lay speaker, while Jim is serving as a Stephen Minister.

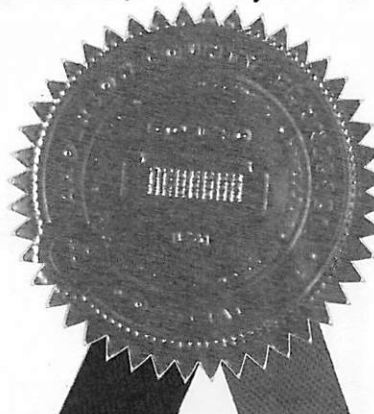
**NOW, THEREFORE**, we, Anderson County Mayor Terry Frank and members of the Board of Anderson County Commissioners, in conjunction with the Aid to Distressed Families of Appalachian Counties (ADFAC), do hereby proclaim Saturday, November 16, 2024, as Dr. Jim and Sheila Michel Day in Anderson County, and we join ADFAC in honoring the Michels as the 2024 recipient of the prestigious Bill Wilcox Bow Tie Award for leading a life of purposeful impact, and their selfless service to the community and a better tomorrow.

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the official seal of Anderson County to be affixed on this, the 21<sup>st</sup> day of October 2024.

\_\_\_\_\_  
*H. Tyler Mayes, Commission Chairman*

  
\_\_\_\_\_  
*Mrs. Terry Frank, County Mayor*

ATTEST: \_\_\_\_\_  
*Jeff Cole, County Clerk*



Solid Waste



Cory Jenkins <oscitymanager@oliversprings-tn.gov>

To: Terry Frank

😊 Reply ↶ Reply all ↷ Forward 🗄️ ⋮

Tue 9/17/2024 10:19 AM

📧 You forwarded this message on Sun 9/29/2024 8:20 PM

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Block sender

**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.

The Oliver Springs City Council approved the appointment of Cory Jenkins - City Manager to the Anderson County Solid Waste Board. I will send you a copy of the signed meeting minutes when they get approved.

Thanks

C. Cory Jenkins  
City Manager  
Town of Oliver Springs  
717 Main St.  
Oliver Springs, TN 37840  
Office: 865-435-7722

**C O N T R A C T**  
**Between**  
**Anderson County, Tennessee**  
**And**  
**East Tennessee Development District**

THIS CONTRACT, by and between Anderson County, Tennessee, and the East Tennessee Development District, hereinafter referred to as the GRANTEE and ETDD, respectively.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract according to the provisions set out herein:

A. ETDD agrees to perform the services as follows:

Responsibilities of ETDD are to provide administrative services to GRANTEE in order to implement a 2024 Broadband Ready Communities – Adoption Ready Program Grant in accordance with all guidelines of the Tennessee Department of Economic and Community Development.

- (1) Attendance at required conferences and training sessions;
- (2) Establishment and maintenance of a record keeping system to include financial record keeping, preparation and submission of requests for payment and preparation of project close-out reports;
- (3) Review of bid documents for conformance with applicable regulations;
- (4) Supervision of procurement activities relevant to the State project;
- (6) Submission of obtained records as part of the project for successful monitoring and closeout of the project.
- (7) All other work necessary to ensure that State grant funds are being expended in strict compliance with applicable rules and regulations.

B. The GRANTEE agrees to perform the following services for this project:

- (1) The GRANTEE shall disburse State funds to the contractual parties within three working days of receiving said funds.
- (2) The GRANTEE shall be responsible for all aspects of public/customer relations during the course of this project. ETDD may at the request of the

GRANTEE provide instruction and assistance in the resolution of matters involving such relations.

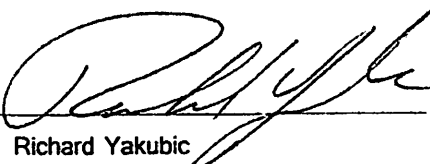
- C. The GRANTEE agrees to compensate ETDD for the Administration Services for an amount not to exceed \$6,000.00 with payments to be made periodically during the course of the project based on the reimbursement schedule approved by the State.
  
- D. The GRANTEE agrees to provide to ETDD adequate filing space (or other acceptable storage space) for the maintenance of all files relating to the State project. The GRANTEE further agrees that such filing space or storage space will be accessible to ETDD during the normal business hours of the GRANTEE. The GRANTEE agrees to assume responsibility for the files once the project has been accepted as complete by the Tennessee Department of Economic and Community Development. The GRANTEE acknowledges that it must maintain the files for a period of five years after the project has been completed.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

ACCEPTED:

ACCEPTED:

\_\_\_\_\_  
Terry Frank  
County Mayor

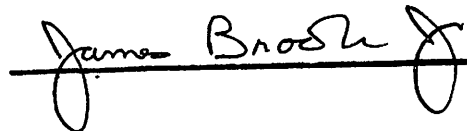
  
\_\_\_\_\_  
Richard Yakubic  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

10/8/2024

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
James Brooks

25-0047

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

*Terry Frank*  
GRANTEE SIGNATURE

9/22/2024  
DATE

THE HONORABLE TERRY FRANK, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

\_\_\_\_\_  
STUART C. MCWHORTER, COMMISSIONER

DATE

APPROVED AS TO LEGAL FORM

*Rachel Wallace*  
*Rachel Wallace*  
Assistant Attorney

APPROVED

*Rosalyn Halbrook* 9/23/24  
Anderson County Finance Director

Approved by Commission

9/16/2024  
Date

25-0047

GRANT BUDGET			
GRANT CONTRACT #:			
GRANTEE: Anderson County Government			
GRANTEE CONTACT: Terry Frank, tfrank@andersoncountyttn.gov			
PROGRAM AREA: Broadband Ready Communities – Adoption Ready Program (ARP-SLRF)			
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:			
BEGIN: June 1, 2024		END: October 31, 2026	
EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT*	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$0.00	\$0.00	\$0.00
Architect Fees / Engineering Fees	\$0.00	\$0.00	\$0.00
Professional Fee, Grant, and Award <sup>2</sup>	\$93,000.00	\$0.00	\$93,000.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$1,000.00	\$0.00	\$1,000.00
Grantee/Project Administration <b>ETPP</b>	\$6,000.00	\$0.00	\$6,000.00
Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

25-0047

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT, AND AWARD</b>	<b>AMOUNT</b>
Professional fees include costs associated with Tech Goes home program to provide training in TGH curriculum and process, a stipend for the trainer, data management, and logistical support to ensure a smooth class (including IT troubleshooting for class issues, device storage and delivery, class quality control measures, and ongoing trainer support and education.	\$93,000.00
<b>TOTAL</b>	<b>\$93,000.00</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
N/A	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
N/A	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>



Final Copy



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 11/1/2024	<b>End Date</b> 3/31/2026	<b>Agency Tracking #</b> 34401-99475-1	<b>Edison ID</b> 84202		
<b>Grantee Legal Entity Name</b> Anderson County Government			<b>Edison Vendor ID</b> 4145		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end 6/30</b>			
<b>Service Caption (one line only)</b> Senior Center Grant					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2025	\$22,500.00				\$22,500.00
2026	\$22,500.00				\$22,500.00
<b>TOTAL:</b>	<b>\$45,000.00</b>				<b>\$45,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		This grantee was selected as per the predefined methodology in the approved DGA			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
<b>Clayton Wells</b> Digitally signed by Clayton Wells Date: 2024.09.30 14:08:23 -05'00'					
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF DISABILITY AND AGING  
AND  
Anderson County Government**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Anderson County Government, hereinafter referred to as the "Grantee," is for the provision of Senior Center Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
  - b. Marketing
  - c. Programming/activities; and/or
  - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2025, October 31, 2025, and March 31, 2026. The reports shall include the following information:
- a. A narrative summary about the impact the grant funding had on the Senior Center and the item(s) purchased;
  - b. Number of unduplicated people served;
  - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
  - d. Financial receipts and descriptions of purchases; and
  - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications.

# Final Copy

## B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on November 1, 2024 ("Effective Date") and ending on March 31, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

## C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed forty-five thousand dollars (\$45,000.00), ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

DDA.Aging.IFR@th.gov: or  
 Department of Disability and Aging  
 UBS Tower, 8th Floor  
 315 Deaderick Street  
 Nashville, TN 37243-0860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Disability and Aging, Senior Center Grants.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

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- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
      - ii. The amount reimbursed by Grant Budget line-item to date.
      - iii. The total amount reimbursed under the Grant Contract to date.
      - iv. The total amount requested (all line-items) for the Invoice Period.
    - b. The Grantee understands and agrees to all of the following.
      - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
      - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
      - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

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indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

## D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Sidney Enss, Director of Volunteer Engagement & Senior Center Liaison  
 Department of Disability and Aging  
 UBS Tower, 8<sup>th</sup> Floor  
 315 Deaderick Street  
 Nashville, TN 37243  
 Sidney.Enss@tn.gov  
 Telephone # 615-741-1585

The Grantee:

Theresa "Terry" Frank, County Mayor  
 Anderson County Government  
 100 N Main Street, Ste 208, Clinton, TN 37716  
 tfrank@andersoncountyttn.gov  
 Telephone # 865-457-6200

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the



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final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State’s Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

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for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract

**IN WITNESS WHEREOF,**

**ANDERSON COUNTY GOVERNMENT:**

Final Copy

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF DISABILITY AND AGING**

---

**BRAD TURNER, COMMISSIONER**

**DATE**

**APPROVED AS TO LEGAL FORM**

*James Brock J*  
\_\_\_\_\_

<b>GRANT BUDGET</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable</b>				
<b>Period:</b>				
	<b>BEGIN: November 1, 2024</b>	<b>END: March 31, 2026</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	\$45,000.00	0.00	\$45,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$45,000.00</b>	<b>0.00</b>	<b>\$45,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$45,000.00
<b>TOTAL</b>	<b>\$45,000.00</b>



Form Name: 2024 TN Major Senior Center Grant Request for Proposal Submission Form  
Submission Time: July 12, 2024 4:28 pm  
Browser: Safari 17.5 / OS X  
IP Address: 50.227.114.155  
Unique ID: 1244337294  
Location: 36.2058, -84.1451

ATTACHMENT B

## Senior Center Information

**Name of Senior Center** Anderson County Senior Center and Office on Aging

**Type of Entity (How the senior center is registered through the Secretary of State)** County Government

**Senior Center Physical Address** 96 Mariner Point Drive  
Clinton, TN 37716

**Senior Center Mailing Address (if different from above)** 100 N. Main Street  
Suite 208  
Clinton 37716

**County of Senior Center Location** Anderson

**Senior Centers Hours of Operation** Monday  
Tuesday  
Wednesday  
Thursday  
Friday

**Monday hours** 8:30 A.M. to 4 P.M.

**Tuesday hours** 8:30 A.M. to 4 P.M.

**Wednesday hours** 8:30 A.M. to 4 P.M.

**Thursday hours** 8:30 A.M. to 4 P.M.

**Friday hours** 8:30 A.M. to 4 P.M.

## Contact Person Information

**Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email)** Leean Tupper

**Title/Position at the Senior Center** Assistant to the County Mayor/Sr. Center Clerical Support

**Email** ltupper@andersoncountyttn.gov

**Phone** (865) 457-6201

**Authorized Signatory (This person is authorized to sign contracts on behalf of the senior center)**

Theresa "Terry" Frank

ATTACHMENT B

**Title/Position at the Senior Center**

Anderson County Mayor

**Email Address**

tfrank@andersoncountyttn.gov

**Phone Number**

(865) 457-6200

### **Grant Goals**

**Amount of funding being requested (between \$10,000-\$100,000)**

45000

**Grant Goals**

Capital Projects (building improvements, equipment, etc)

### **Project Narrative**

**Project Relevance & Current Need (15 Points)**

The Anderson County Senior Center and Office on Aging were established by Anderson County Government in late 2015, and the Senior Center was opened in 2015, in rented commercial space in Clinton, Tennessee. The Senior Center and Office on Aging moved to a county-purchased facility in the summer of 2020. From the beginning, the senior program has operated with purchased equipment and supplies as well as used items and donations. The Senior Center's current minivan - a 2008 Nissan Quest, an early donation from Ronnie Fox at Fox Toyota in Clinton - has almost 105,000 miles on it. With the vehicle's age and maintenance issues, this vehicle has been identified by Anderson County's Fleet Service Department as a priority replacement . The current minivan is used for program-related errands in the local area, and to support program-related needs. A new minivan would allow the Senior Center and Office on Aging to expand its current services to additional senior citizens in our community.

**Project Impact (20 points)**

ATTACHMENT B

Primarily, a new minivan would allow the Anderson County Senior Center and Office on Aging to expand its current programming and services to include delivery of hot meals to home-bound seniors through a senior nutrition contract with the East Tennessee Human Resource Agency. It is estimated we could make a positive impact on hundreds of home-bound seniors' physical health and nutrition with the help of a new vehicle. The Anderson County Senior Center and Office on Aging also plans to use a new vehicle to support home visits to check on senior citizens, who are part of the facility's telephone reassurance program. Often times, seniors don't answer their phones when staff members and telephone reassurance volunteers call to check on them. A new vehicle could allow us the opportunity to visit seniors in their homes, as needed, to check on their physical, mental, and nutritional health. With more than 21,000 senior citizens in Anderson County as a whole, we could make a lasting and positive impact - and provide a level of comfort and reassurance that could assist with improving their quality of life and wellbeing. In addition to the benefit provided by the van itself, we will add marking/lettering to the van to promote senior resources in the community.

**Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)**

If we are awarded the requested \$45,000 grant, we would strive to purchase a new minivan - in compliance with all Anderson County Government purchasing and financial policies - as quickly as possible after October 1, 2024.

**Project Budget & Narrative**

**Project Budget & Narrative**

<https://www.formstack.com/admin/download/file/16619529822>

**Letter from Senators and Representatives**

**Letter from State Senator**

<https://www.formstack.com/admin/download/file/16619529823>

**Letter from State Representative**

<https://www.formstack.com/admin/download/file/16619529824>

**Fiscal Information**

**Organizations most recent W9 form (signed and dated in 2024)**

<https://www.formstack.com/admin/download/file/16619529825>

**Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds)**

Direct Deposit

**Last 4 digits of account number**

6257

**Grant Agreement**

**Electronic Signature**

Leean R. Tupper

ATTACHMENT B

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**Date/Time**

Jul 12, 2024

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**ANDERSON COUNTY GOVERNMENT  
SUMMARY OF BUDGET AMENDMENTS**

October 10, 2024

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
<b>Group 1 Purchasing Contracts - Commission Approval</b>			
1	1A	Pitney Bowes - County Clerk Contract #25-0057	
1	1B	Rocky Top Care Center - EMS Contract #25-0059	
2	1C	PlayOn! Sports - BOE Contract #25-0063	
<b>Group 2 Consent Agenda - Transfers (No Commission Action Necessary)</b>			
2	1	General Fund 101 - Fleet Services	\$ 3,000.00
2	2	General Fund 101 - Veterans Service	\$ 500.00
<b>Group 3 - Appropriations - School (Commission Approval by Board Vote)</b>			
<b>Group 4 - Transfers - School (Commission Approval by Board Vote)</b>			
<b>Group 5 - Appropriations - NonSchool (Commission Approval by Board Vote)</b>			
3	3	General Fund 101 - Election	\$ 7,500.00
3	5	General Fund 101 - Circuit Clerk	\$ 20,000.00
4	6	General Fund 101 - County Clerk	\$ 16,900.00
4	7	General Fund 101 - County Clerk	\$ 16,000.00
5	8	General Fund 101 - Clerk & Master	\$ 3,000.00
5	9	General Fund 101 - Fleet Services	\$ 10,799.00
6	10	Fund 263 - Finance/Self Insurance	\$ 3,750.00
6	11	General Fund 101 - Finance/Drug Court Grant	\$ 30,000.00
6	12	General Fund 101 - Finance/Mayor Grant	\$ 20,000.00
7	13	General Fund 101 - Mayor/Sr Center	\$ 5,000.00
7	14	Fund 128 - Mayor/Tourism	\$ 101,440.00
<b>Group 6 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)</b>			
<b>Group 7 - Transfers - NonSchool (Commission Approval by Board Vote)</b>			
3	4	General Fund 101 - Circuit Clerk (Payroll)	\$ 5,000.00
<b>Group 8 - Miscellaneous</b>			
8	A	Grant Approvals - 2 EMS & Sheriff	Motions Passed
8	B1	Blockhouse Valley Recycling Center - ARP Funds - Mayor Frank	Motion Passed
8	B2	Court-Ordered Electronic Monitoring - Mayor Frank	Information
8	C	New Business	Motions Passed
8	D	Unfinished Business - OR Boys & Girls Club	Deferred
<b>Group 9 - Additional Items not discussed during budget committee (requires 3/4 majority vote)</b>			

**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
September 30, 2024**

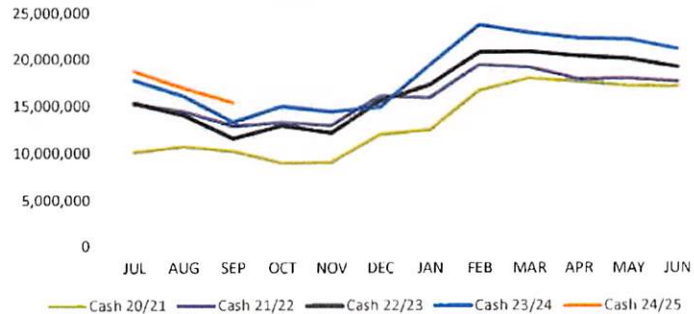
FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,309,153	\$ 523,537	\$ 4,593,721	\$ 11,493,888 *	\$ 18,920,299	\$ 15,330,916
115	Library Fund	\$ -	\$ 287,762		\$ -	\$ -	\$ 287,762	\$ 262,965
116	Solid Waste/Sanitation Fund	\$ -	\$ 707,480	\$ -	\$ -	\$ -	\$ 707,480	\$ 504,797
118	Ambulance Fund	\$ -		\$ -	\$ -	\$ 256,995	\$ 256,995	\$ 200,096
121	American Rescue Plan							\$ 4,151,370
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 163,827
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 29,360
128	Tourism Fund	\$ -	\$ 550,574	\$ 228,134	\$ 100,000	\$ -	\$ 878,708	\$ 888,455
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,831,719	\$ -	\$ -	\$ 2,176,584	\$ 3,765,422
141	General Purpose School Fund	\$ -	\$ -	\$ 11,205,990	\$ -	\$ -	\$ 11,205,990	\$ 10,463,854
143	Central Cafeteria	\$ 88,414	\$ 4,457,654	\$ -	\$ -	\$ -	\$ 4,546,068	\$ 4,150,926
151	General Debt Service Fund	\$ -	\$ 971,129	\$ -	\$ -	\$ -	\$ 971,129	\$ 1,056,071
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,181,728
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 242,653
171	Capital Projects Fund	\$ -	\$ 479,197	\$ -	\$ -	\$ -	\$ 479,197	\$ 643,022
177	Education Capital Projects Fund		\$ 948,621	\$ -	\$ -	\$ -	\$ 948,621	\$ 882,194
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 782,734	\$ -	\$ 813,289	\$ 915,549
		\$ 194,097	\$ 11,932,623	\$ 13,798,134	\$ 5,531,569	\$ 11,750,883	\$ 43,207,306	\$ 44,833,205

\* General Unassigned Fund Balance limit of \$6M requiring 2/3 (11) votes for budget amendments.

**Cash Trends  
September**

Cash 20/21	10,216,945
Cash 21/22	12,898,667
Cash 22/23	11,577,571
Cash 23/24	13,285,269
Cash 24/25	15,330,916

**General Fund Cash Trends**



*Unaudited*

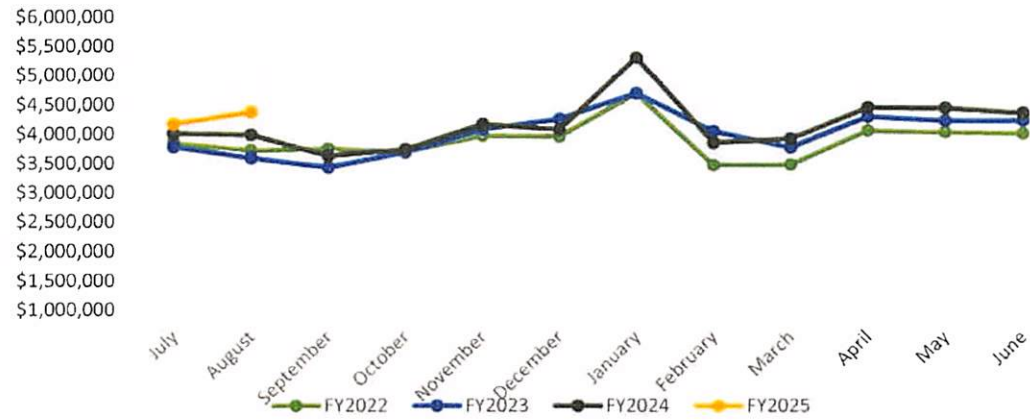
Copy of Local Option Sales Tax - Net Breakdown by FY

FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6.0%
August	\$500,254.95	\$926,747.98	\$98,402.33	\$43,576.87	\$2,251,218.53	\$113,524.76	\$54,814.98	\$3,988,540.40	11.2%
September	\$498,267.57	\$829,693.94	\$94,982.26	\$44,472.85	\$1,967,736.93	\$123,433.87	\$66,142.24	\$3,624,729.66	5.9%
October	\$396,910.18	\$835,882.72	\$97,479.82	\$42,433.32	\$2,204,981.13	\$119,806.40	\$38,657.92	\$3,736,151.49	1.4%
November	\$571,075.78	\$904,200.44	\$99,587.51	\$49,072.97	\$2,386,633.93	\$124,162.50	\$34,294.14	\$4,169,027.27	2.1%
December	\$532,307.18	\$922,440.70	\$100,427.07	\$44,352.65	\$2,320,943.19	\$117,583.48	\$32,817.52	\$4,070,871.79	-4.2%
January	\$597,913.34	\$1,249,551.98	\$101,379.14	\$50,729.98	\$3,109,781.97	\$132,529.68	\$54,001.85	\$5,295,887.94	13.0%
February	\$463,197.93	\$840,801.01	\$85,022.91	\$36,322.45	\$2,257,927.65	\$123,286.98	\$45,658.68	\$3,852,217.61	-4.6%
March	\$441,473.00	\$900,598.83	\$86,804.45	\$44,262.92	\$2,261,867.52	\$116,953.82	\$61,480.38	\$3,913,440.92	3.9%
April	\$508,342.61	\$948,424.49	\$106,095.26	\$47,724.45	\$2,660,226.92	\$128,789.00	\$44,311.95	\$4,443,914.68	3.6%
May	\$493,848.18	\$922,182.17	\$101,604.30	\$45,094.65	\$2,698,535.39	\$121,936.01	\$52,740.49	\$4,435,941.19	5.1%
June	\$567,955.36	\$976,246.00	\$107,120.87	\$45,031.06	\$2,446,928.85	\$117,326.50	\$86,206.98	\$4,346,815.62	2.9%
<b>Totals:</b>	<b>\$6,071,183.68</b>	<b>\$11,192,202.58</b>	<b>\$1,181,065.62</b>	<b>\$539,681.48</b>	<b>\$28,813,807.25</b>	<b>\$1,457,832.10</b>	<b>\$630,946.58</b>	<b>\$49,886,719.29</b>	<b>3.9%</b>

2.3%

FY2025	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$491,168.50	\$930,859.52	\$108,725.51	\$44,448.53	\$2,411,025.21	\$124,410.32	\$66,990.18	\$4,177,627.77	4.2%
August	\$511,851.31	\$800,787.50	\$101,851.85	\$47,875.06	\$2,774,632.51	\$124,698.62	\$15,001.64	\$4,376,662.49	9.7%
September									-100.0%
October									-100.0%
November									-100.0%
December									-100.0%
January									-100.0%
February									-100.0%
March									-100.0%
April									-100.0%
May									-100.0%
June									-100.0%
<b>Totals:</b>	<b>\$1,003,019.81</b>							<b>\$8,554,290.26</b>	<b>-82.9%</b>

Local Option Sales Tax - Total Net Collections



ARPA Funding Eligibility Category	REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
Total ARPA Allocation	\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
-Less Budgeted To-Date	\$ (9,999,934.77)	\$ (4,958,396.79)	\$ (14,958,331.56)			
Remaining Allocation	\$ 65.23	\$ (6,322.79)	\$ (6,257.56)			
Interest earned	\$ 306,703.09		\$ 306,703.09			
Remaining Allocation + Interest			\$ 300,445.53	Obligation Deadline 12/31/2024		
Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission
1 Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022
2 Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022
3.1 TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	2/22/2022
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	11/21/2022
5 EMS Budget Fund Balance Adjustment (Worker Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	9/20/2021
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	8/15/2022
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	8/15/2022
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	3/10/2022
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	8/15/2022
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	8/15/2022
11 Senior Center Kitchen Improvements	\$ 667,365.84	\$ 667,365.84	\$ -	Complete	YES	5/16/2022
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	5/16/2022
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	8/15/2022
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	8/15/2022
18 Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	8/15/2022
19 EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	11/21/2022
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	8/15/2022
23 Repair Chimes	\$ 18,535.00	\$ 18,635.00	\$ -	Complete	YES	1/17/2023
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	3/20/2023
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	5/15/2023
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	6/19/2023
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	8/21/2023
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	8/21/2023
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	8/21/2023
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	3/18/2024
33 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	5/20/2024
3 TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	NO	2/22/2022
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 111,307.21	\$ 38,692.79	In Progress	YES	8/15/2022
14 EMS Ambulances for 2 years	\$ 1,357,726.00	\$ 500,511.66	\$ 857,214.34	In Progress	NO	8/15/2022
17 Digital Poll Books -Election Office	\$ 100,000.00	\$ -	\$ 100,000.00	In Progress	YES	8/15/2022
27 TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 67,989.81	\$ 311,525.11	In Progress	YES	6/19/2023
32 County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,098,270.00	\$ 151,730.00	In Progress	NO	12/18/2023
34 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 300,000.00	\$ 30,000.00	In Progress	YES	5/20/2024
35 Auto Purchases	\$ 170,281.40	\$ 35,309.40	\$ 134,972.00	In Progress	YES	6/17/2024
37 Sheriff's Vehicles FY25	\$ 572,000.00	\$ -	\$ 572,000.00	In Progress	YES	8/19/2024
40 Senior Center Badge System	\$ 17,290.28	\$ -	\$ 17,290.28	In Progress	YES	9/16/2024
20 CDBG Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ 450,000.00	\$ -	\$ 450,000.00	Pending	YES	8/15/2022
31 Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 500,000.00	\$ -	\$ 500,000.00	Pending	YES	9/18/2023
36 EMS Vehicles FY25	\$ 425,000.00	\$ -	\$ 425,000.00	Pending	YES	8/19/2024
38 Archives Security Cameras	\$ 16,280.66	\$ -	\$ 16,280.66	Pending	YES	8/19/2024
	\$ 14,958,331.56	\$ 11,103,626.38	\$ 3,854,705.18			



## 2024-2025 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Fed Direct	Grantor	Indirec Cost Recover
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 103,500		7/1/2024	6/30/2025		\$ 133,500		TDMHSAS	\$ 8,26
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,68
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP	
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA	
4710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,180	\$ -	7/1/2023	9/30/2024	\$ -	\$ 134,180		TDH	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA	
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS	
5110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH	
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		7/1/2023	12/31/2024	\$ 227,000			TDH	
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS	
1900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT	
1900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849			\$ 711,396			TDOT	
	Mayors Office	TDOT Old State Circle Bridge	\$ 950,900				\$ 950,900			TDOT	
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG	
1170-791-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG	
	Mayor's Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD	
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2021	9/30/2026	\$ 3,795,149	\$ -		TDEC	
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT	
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028	\$ 381,587			TDEC	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAD	
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 66,576		7/1/2024	6/30/2025	\$ 51,744	\$ 14,832		ETHRA/ETAAD	
	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF	
53310-DVCC	Sessions Judges	STOP, DV Court	\$ 201,000		7/1/2023	9/19/2024	\$ 201,000			OCJP	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDSHS/ NHSTA	
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP	
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,90
4110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		\$ 200,000		TDCI	
54110-170	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		\$ 1,275,000		TDHS	
128-58110-ARPA	Tourism	Tourism ARPA	\$ 163,357		12/1/2021	11/30/2026	\$ 163,357			TDTD	
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDTD	
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDTD	
	Mayors Office	Brownfield Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TDEC	
										<b>Total</b>	
						<b>Current Year Grants</b>	<b>\$ 8,117,249</b>	<b>\$ 5,968,927</b>	<b>\$ 1,860,000</b>	<b>\$ 15,946,176</b>	<b>\$ 28,84</b>
						<b>Prior Year Grants</b>	<b>\$ 8,680,171</b>	<b>\$10,387,755</b>		<b>\$ 19,067,927</b>	

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**BUDGET COMMITTEE MINUTES**  
**OCTOBER 10, 2024**

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**Members Present:**

Shain Vowell, Commissioner-Chairman  
Denise Palmer, Commissioner-Vice-Chair  
Anthony Allen, Commissioner  
Bob Smallridge, Commissioner  
Jerry White, Commissioner  
Sabra Beauchamp, Commissioner

**Members Absent:**

Shelly Vandagriff, Commissioner  
Tyler Mayes, Commissioner

**Meeting Facilitator:** Robby Holbrook, Finance Director

Committee Chair Shain Vowell called the meeting to order.

**Appearance of Citizens**

Mr. Jimmy Byrge requested that the Budget Committee consider fully supporting ways of getting clean water to the New River community. No action taken.

Mr. Aaron Wells requested that Section D. Unfinished Business/OR Boys & Girls Club be deferred until the November Budget Committee meeting.

Motion by Commissioner Sabra Beauchamp, second by Commissioner Anthony Allen, and passed to defer until November as requested.

**Approval of Agenda**

Motion by Commissioner Sabra Beauchamp, second by Commissioner Bob Smallridge, and passed to approve the agenda.

**1. Purchasing Contracts with Legal Review**

- A. **Pitney Bowes, County Clerk, Postage Meter Lease, Contract #25-0057** – Five-year postage meter lease for the County Clerk’s Oak Ridge office for \$67.78 per month. Pricing from NASPO Contract.

Motion by Commissioner Jerry White, second by Commissioner Sabra Beauchamp, and passed to approve the contract.

- B. **Rocky Top Care Center, EMS, Contract #25-0059** – Three-year Transport Agreement. Motion by Commissioner Sabra Beauchamp, second by Commissioner Anthony Allen, and passed to approve the contract.

C. **PlayOn! Sports, BOE, Contract #25-0063** – Five-year agreement to broadcast athletic events at Clinton High School at no cost.

Motion by Commissioner Sabra Beauchamp, second by Commissioner Bob Smallridge, and passed to approve the contract.

Voting No: Commissioner Jerry White

## TRANSFERS (Approved through Consent Agenda)

**THE 1<sup>st</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Vickery, Fleet Services, that the following **TRANSFER** in General Fund 101 be approved.

**Increase Expenditure Code:**

101-54900-450	Tires and Tubes	\$3,000.00
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**Decrease Expenditure Code:**

101-54900-453	Vehicle Parts	\$3,000.00
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**Justification:** Replenish line item.

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Denise Palmer, and passed to approve the transfer request.

**THE 2<sup>nd</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Scott Nation, Veterans Service, that the following **TRANSFER** in General Fund 101 be approved.

**Decrease Expenditure Code:**

101-58300-334	Maintenance Agreements	\$500.00
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**Increase Expenditure Code:**

101-58300-435	Office Supplies	\$500.00
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**Justification:** General Supplies for the Veterans Service office and this year's maintenance agreement contract is being paid by the Tennessee Department of Veterans Services.

Motion by Commissioner Sabra Beauchamp, seconded by Commissioner Denise Palmer, and passed to approve the transfer request.

## APPROPRIATIONS      REQUIRING      FULL      COMMISSION APPROVAL

**THE 3<sup>rd</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Mark Stephens, Elections Commission, that the following **TRANSFER** in Fund 121 be approved.

Increase Expenditure Code:

121-91401-709-GA007 Data Processing Equipment \$7,500.00

Decrease Expenditure Code:

121-91401-731-GA007 Poll Pad Grant (ARP Grant) \$7,500.00

*Justification:* We are requesting that ARP Grant money designated for Poll Pad- be reallocated (\$7,500 of a \$100,000 grant) to purchase a new server for the office. The current one is 6 years old, and in need of replacement. It has shown signs of wear, and a decline in efficiency. IT Brian has said it is in need of replacement, with a replacement cycle of 5 years.

Motion to approve by Commissioner Jerry White, seconded by Commissioner Anthony Allen.

Motion to amend source of funds from Fund 121 –ARPA to Fund 171 –General Capital Projects by Commissioner Denise Palmer, seconded by Commissioner Sabra Beauchamp. Motion to amend passed.

Motion as amended passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

**THE 4<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Rex Lynch, Circuit Court, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Decrease Expenditure Code:

101-53100-194-JURY Jury Expenses \$5,000.00

Increase Expenditure Code:

101-53100-187 Overtime \$5,000.00

*Justification:* To cover over-time costs for special jury trial. \$40,645 is still available from \$70,000 appropriated in July.

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

**THE 5<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Rex Lynch, Circuit Court, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$20,000.00
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**(Amendment will be from 101-34520-6000 Data Processing Revenue and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

101-53100-709	Data Processing	\$20,000.00
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Justification: To replace data processing equipment.

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

**THE 6<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Jeff Cole, County Clerk, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$16,900.00
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**(Amendment will be from 101-34515 County Clerk-Data Proces. and a JE will replenish the reserve for 39000)**

Increase Expenditure Codes:

101-52500-711	County Clerk-Furniture and Fixtures	\$1,800.00
101-52500-709	County Clerk-Data Processing Equipment	14,400.00
101-52500-435	County Clerk-Office Supplies	<u>700.00</u>
		\$16,900.00

Justification: Storage shelves due to relocation-remodel/ Credit card swipes with signature pads due to updates and audit reasons/ two Dell computers to replace old, outdated ones.

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

**THE 7<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Jeff Cole, County Clerk, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$16,000.00
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**(Amendment will be from 101-34515-TITLE Restricted-Title Fees and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

101-52500-162	County Clerk-Clerical Personnel	\$16,000.00
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*Justification:* Half position Driver's License Clerk.

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

**THE 8<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Clerk & Master, Harold P. Cousins, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$3,000.00
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**(Amendment will be from 101-34520-7000 Clerk & Master Restricted Data Processing Funds and a JE will replenish the reserve for 39000)**

Increase Expenditure Code:

101-53400-334	Chancery Court-Maintenance Agreements	\$3,000.00
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*Justification:* Current Budget does not allow for payment of past due invoices from Dex Imaging and any future invoices from them.

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

**THE 9<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Vickery, Fleet Services, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-54900-790	Other Equipment	\$10,799.00
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Increase Revenue Code:

101-48140-FLEET	Revenue for Contracted Services	\$10,799.00
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*Justification:* Replacement of tire changer for Fleet Service. Old tire changer was transferred to school system.

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

**THE 10<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **APPROPRIATION** in Self Insurance Fund 263 be approved.

Decrease Reserve Code:

263-39900	Fund Balance	\$3,750.00
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Increase Expenditure Code:

263-51900-599-WELLP	Other General Administration-Other Charges Wellness Program	\$3,750.00
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*Justification:* Board of Trustees approved funding for AC Wellness Program. See attached minutes. Appropriation for wellness was provided in past budgets.

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

**THE 11<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Prince, Drug Court/Finance/Grant, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-46220	Drug Court Grant	\$30,000.00
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Increase Expenditure Code:

101-53330-399	Drug Court-Other Contracted Services	\$30,000.00
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*Justification:* To allocate an increase in revenue for the Drug Court Grant for contracted services.

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

**THE 12<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from John Prince, Finance/Mayor's Office, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-58190-399-BRAG1	BRAG Identification Grant-Other Contracted Services	\$20,000.00
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Increase Revenue Code:

101-46190-BRAG1	BRAG Identification Grant-Other General Government Grants	\$20,000.00
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Justification: To allocate funds for the BRAG Identification grant.

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

**THE 13<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, Senior Center & Office on Aging, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-56300-499	Senior Citizens Assistance-Other Supplies & Materials	\$5,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$5,000.00
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**(Amendment will be from 101-34635-SENR Committed for Social, Cultural, Recreation-Office on Aging and a JE will replenish the reserve for 39000)**

Justification: Requesting allocation of reserve funds to the appropriate code for purchase of food ingredients for preparation for seniors.

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

**THE 14<sup>th</sup> ITEM**, to be presented to the Anderson County Budget Committee, was a written request from Mayor Frank, Tourism Fund, that the following **APPROPRIATION** in Tourism Fund 128 be approved.

Increase Expenditure Code:

128-58110-316-ASPIR	Tourism Fund-Contributions	\$101,440.00
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Decrease Reserve Code:

128-34535	Reserve for Social Cultural & Recreation	\$101,440.00
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Justification: This request is to utilize tourism-generated funds for tourism-related capital infrastructure improvement for conduit and pull boxes for sidewalks to Aspire Park, a free community park. The conduit and pull boxes will be installed during sidewalk construction for



lighting that will be installed. See attached sidewalk drawings, and attached estimate of cost from TDOT.

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

**SECTION A, Grant Applications/EMS & Sheriff**

Finance Director Robby Holbrook presented two requests from EMS and one request from the Sheriff's Department to apply for grants that require no matching funds.

Motion by Commissioner Denise Palmer, second by Commissioner Sabra Beauchamp, and passed to approve the application requests.

**SECTION B, Blockhouse Valley Recycling Center & Monitoring System Devices**

1. Mayor Terry Frank presented an appropriation request for \$56,500.00, from Fund 121 ARPA, for survey and design services for a Blockhouse Valley Recycling Center.

Motion by Commissioner Sabra Beauchamp, second by Commissioner Denise Palmer, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval.

2. Mayor Terry Frank presented information on new legislation concerning court-ordered electronic monitoring requirements.

No action taken.

**SECTION C, New Business**

None.

**SECTION D, Unfinished Business/OR Boys & Girls Club**

Item Deferred.

Meeting Adjourned.

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Robby Holbrook, Finance Director

**Anderson County Board of Commissioners**  
**Financial Management Committee**  
**Meeting Minutes**

October 14, 2024  
3:00 PM, Room 312

**Members Present:** Mayor Terry Frank (Committee Chair), Commissioner Tracy Wandell (Vice-Chair), Commissioner Josh Anderson, Commissioner Tim Isbel, Commissioner Phil Yager, and Director of Schools Dr. Tim Parrott

**Members Absent:** Highway Superintendent Gary Long

**Meeting Facilitator:** Mayor Terry Frank (Committee Chair)

**Call to Order:** The meeting was called to order by Mayor Terry Frank (Committee Chair).

- I. **Appearance of Citizens:** No citizens appeared.
- II. **Approval of Agenda:** Motion by Commissioner Tim Isbel, second by Commissioner Tracy Wandell, and passed to approve the agenda.
- III. **Claxton Elementary Project/Funding**  
Director of Schools Dr. Tim Parrott presented an overview of the construction project design, plan, and cost analysis for discussion.

Scott Gibson, Senior Vice-President of Cumberland Securities, presented an overview of the “Summary of Debt” report for the County and an update on financing possibilities for the Claxton Elementary School construction project.

Motion by Commissioner Tracy Wandell, second by Director of Schools Dr. Tim Parrott, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval to allocate all proceeds from the sale of the old Claxton school property to offset the cost of the Claxton Elementary Project, with the sales process and timing to be determined.

Scott Gibson, Senior Vice-President of Cumberland Securities, presented a draft resolution authorizing the issuance of Rural Elementary School bonds in the aggregate principal amount of not to exceed twenty million dollars (\$20,000,000).

Motion by Director of Schools Dr. Tim Parrott, second by Commissioner Tracy Wandell, and passed to refer to the Anderson County Board of Commissioners with a recommendation for approval of the resolution as presented.

Motion by Commissioner Tracy Wandell, second by Director of Schools Dr. Tim Parrott, and passed to start discussions on the sale of the old Claxton School property on the agendas of the Budget, Finance, and Operations Committees.

- IV. Discussion on Timing of Obtaining Bonds for a Contract**  
This item is deferred to a future meeting.
- V. Contract Approval Discussion**  
This item is deferred to a future meeting.
- VI. Indirect Cost Reimbursements for Grants**  
This item is deferred to a future meeting.
- VII. New Business –None**
- VIII. Unfinished Business/TIF Policy and Procedure**  
This item is deferred to a future meeting.
- IX. Adjourned**

Resolution No. 24-10-1188

A RESOLUTION AUTHORIZING THE ISSUANCE OF RURAL ELEMENTARY SCHOOL BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) OF ANDERSON COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties for school purposes; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue not to exceed \$20,000,000 in aggregate principal amount of rural elementary school bonds, for the purpose of providing funds for (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; (iii) reimbursement to the County for funds previously expended for the foregoing costs, if applicable; and (iv) payment of costs incurred in connection with the issuance and sale of the bonds authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$20,000,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax within that portion of the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee, for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, and other applicable provisions of law;

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$20,000,000 Rural Elementary School Bonds, Series 2024, of the County, having such series designation and dated date as shall be determined by the County Mayor pursuant to Section 6 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" means Anderson County, Tennessee;

(e) "County Mayor" means the County Mayor of the County;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Governing Body" means the Board of County Commissioners of the County;

(j) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee;

(k) "Projects" means (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; and

- (l) "Registration Agent" means the registration and paying paying agent appointed by the County Mayor pursuant to the terms hereof or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.
- (b) The Governing Body finds that the Municipal Advisor has provided the Governing Body with sufficient information regarding the estimated interest expense relating to the Bonds and costs of issuance of the Bonds for the Governing Body to make an informed decision in connection with the issuance of the Bonds in compliance with the County's Debt Management Policy.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to finance (i) the costs of the Projects; (ii) reimbursement to the County for funds previously expended for costs of the Projects, if any; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued rural elementary school bonds of the County in the aggregate principal amount of not to exceed \$20,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "Rural Elementary School Bonds", and shall have such series designation or other designation and such dated date as shall be determined by the County Mayor pursuant to Section 7 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate or rates permitted by applicable Tennessee law, payable (subject to the adjustments permitted under Section 8) semi-annually on May 1 and November 1 in each year, commencing May 1, 2025. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 7 hereof, the Bonds and any series thereof, shall mature serially or be subject to mandatory redemption and shall be payable on May 1, subject to prior optional redemption as hereinafter provided, in the years 2027 through 2055, inclusive. The Mayor is hereby directed and authorized to establish the annual principal payments and final debt service schedule for the Bonds as is provided in Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing on May 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part, at any time, at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms of Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant the terms of Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms of Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Term Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Term Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and

(ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and



payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less

than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be

issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody or a custodian of DTC. The selected Registration Agent will be a custodian and agent for DTC, and the Bonds are expected to be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement

Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certified Bonds without the utilization of DTC and the Book Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Security Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, and subject to the limitation in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF ANDERSON  
RURAL ELEMENTARY SCHOOL BOND, SERIES 2024

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:    CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Anderson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest

(computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on May 1, 2025, and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated office of Regions Bank, Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, and interest, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining,

supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds maturing on May 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the County on May 1, 2033 and thereafter, as a whole or in part, at any time, at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds

of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such



notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$20,000,000 and issued by the County for the purpose of providing funds for (i) acquisition, construction, and equipping of the elementary schools for students residing outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to all of the foregoing; (iii) reimbursement to the

County for funds previously expended for the foregoing costs, if applicable; and (iv) payment of costs incurred in connection with the issuance and sale of the bonds of the issue of which this Bond is one, pursuant to Sections 9-21-101 et seq., inclusive, and 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 21<sup>st</sup> day of October, 2024 (the "Resolution") which is incorporated herein by reference. Capitalized terms used in this Bond and not otherwise defined shall have the meanings given in such terms in the Resolution.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee. For the prompt payment of principal of, premium, if any, and interest on the Bonds, and subject to the limitation in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor with her manual or facsimile signature and attested by its County Clerk with his manual or facsimile signature as of the date hereinabove set forth.

ANDERSON COUNTY, TENNESSEE

By: FORM OF BOND – DO NOT SIGN  
County Mayor

ATTESTED:

FORM OF BOND – DO NOT SIGN  
County Clerk

Transferable and payable at the designated office of: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: FORM OF BOND – DO NOT SIGN  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of Anderson County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

**Section 7. Levy of Tax.** The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County lying outside the corporate limits of the City of Oak Ridge, Tennessee and the City of Clinton, Tennessee, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other legally available funds, taxes and revenues of the County to the payment of debt service on the Bonds.

**Section 8. Sale of Bonds.** (a) The Bonds shall be offered for competitive public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold at public sale by physical delivery of bids or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, and to make corresponding adjustments to the maturity schedule of each series designated in Section 4 hereof, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The County Mayor, upon consultation with the Municipal advisor, is further authorized, with respect to each series of Bonds:

- (1) to designate the dated date of the Bonds or any series thereof;
- (2) to specify the series designation of the Bonds, or any series thereof and/or to change the designation of the Bonds, or any series thereof, to a designation other than "Rural Elementary School Bonds";
- (3) to change the first interest payment date on the Bonds or any series thereof to a date other than May 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;
- (4) to establish the principal and interest payment dates and determine maturity or mandatory redemption amounts of the Bonds or any series thereof, provided

that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein, (B) the final maturity date of each series shall be not later than the end of thirtieth fiscal year following the fiscal year in which that series is issued, (C) the average life of such series shall not exceed 25 years, and (D) the debt service schedule shall not result in balloon indebtedness requiring approval by the Comptroller of the State of Tennessee;

(5) to adjust or remove the County's optional redemption provisions relating to any Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) to sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as she shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into agreements with such insurance company with respect to any series of Bonds to the extent not inconsistent with this Resolution.

(e) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series or series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "Rural Elementary School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(f) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(g) The County Mayor and County Clerk, or either of them, are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor and County Clerk are hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to execute an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel for the issuance of the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2024 Rural Elementary School Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the County. If applicable, the County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of and interest on the Bonds. Moneys in the Construction Fund shall be invested by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be placed in the Construction Fund, or at the direction of a legally authorized County official, used to pay debt service on the Bonds.

Section 10. Official Statement. The County Mayor and Finance Director of the County, or either of them, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Bonds and any other bonds or notes which in the discretion of the County Mayor are sold at the same time as the Bonds. After the Bonds have been sold, the County Mayor and Finance Director, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities

and Exchange Commission. The County Mayor and Finance Director, or either of them, shall arrange for the delivery to the underwriter of a reasonable number of copies of the Official Statement within seven business days after the Bonds, or any emission thereof, have been sold to the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom such underwriter and members of its selling group initially sell the Bonds.

The County Mayor and Finance Director, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

If the Bonds, or any emission thereof, are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser then an Official Statement is authorized but not required, as shall be determined by the County Mayor.

Section 11. Federal Tax Matters. The County expects that interest on the Bonds will be excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In such case, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Mayor and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations,



the principal of and interest on which are guaranteed by, the United States of America, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds and, at the option of the County Mayor, to a purchaser of the Bonds that certifies that such purchaser has no present intent to reoffer the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 15. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Mayor to designate the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of

such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 21st day of October, 2024.

\_\_\_\_\_  
County Mayor

Attest:

\_\_\_\_\_  
County Clerk

STATE OF TENNESSEE )

COUNTY OF ANDERSON )

I, Jeff Cole, certify that I am the duly qualified and acting County Clerk of Anderson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on October 21, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$20,000,000 Rural Elementary School Bonds, Series 2024.

WITNESS my official signature of said County this \_\_\_\_ day of October 2024.

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County Clerk



**Office of the Director of Schools**  
101 South Main Street, Suite 501  
Clinton, Tennessee 37716  
Office: (865) 463-2800  
Fax: (865) 457-9157

**Dr. Tim Parrott, Director**

## MEMORANDUM

TO: County Commission Members  
Terry Frank, County Mayor  
Robbie Holbrook, Finance Director

FROM: Dr. Tim Parrott, Director of Schools *T. Parrott*

DATE: October 2024

RE: Report to County Commission

## ATTENDANCE

Student enrollment stands at 5,778 students including Kindergarten standing at 346 students.

## HIGH SCHOOL

### Clinton High



Our science teachers have been hard at work implementing STEM experiences at Clinton High School. Students are learning valuable skills that will impact our futures and having fun along the way!

Great teachers inspire a love of learning, and Ms. Owens does just that in her Chemistry classes! Whether it's playing Electron Configuration Battleship and Periodic Trends War or burning Magnesium in the lab to gather data and calculate the empirical formula for Magnesium Oxide, it's safe to say that science is fun at CHS!

## Efficiency in Energy Systems

Mrs. Freeman was awarded an almost \$7,000 grant through Oak Ridge Associated Universities for our freshman students in STEM 1 to learn about efficiency in energy systems!

The students spend about three weeks each in four different learning rotations before putting together their capstone project - the plans for a rooftop garden. In their Renewable Energy rotation, students investigate energy transformations, experiment with circuitry, engineer a wind turbine, and more. In their Forensic Chemistry rotation, students analyze water samples and conduct field investigations related to water contamination and pollutants. In their Climate rotation, students calculate their carbon footprint and design an energy efficient building to serve as the base for their rooftop garden. In another Water rotation, students engineer their own water tower and filtration systems to be used in their rooftop garden design. Wow! That's what STEM is all about - using science, technology, engineering, and mathematics to solve real world problems!



### Anderson County High



At Anderson County High School, Math teacher Halle Wright and English teacher Andrew Righter fostered critical thinking and collaboration skills in their classrooms with engaging activities. In the Freshmen Academy Algebra I class, students recently participated in a gallery walk where they completed task cards solving equations using slope and y-intercepts, allowing them to apply mathematical concepts in an interactive setting. Meanwhile, in Senior English, students participated in an escape room activity that assessed their understanding of *The Glass Castle*, the novel they are currently reading. These activities reinforce content knowledge and make learning dynamic and enjoyable.

## MIDDLE SCHOOL

### Norwood Middle



Eighth-grade students at Norwood Middle School recently participated in a lively debate between the Loyalists and the Patriots, representing both the economic and political reasons driving their stances during the American Revolution.

The goal of the debate was to convince the Moderates to join their side, detailing specific reasons why they should or should not remain under British rule. Students prepared for the debate by researching their respective sides, and by the end of the debate, everyone gained a deeper understanding of the complex motivations that shaped the colonies' path to revolution.



### Lake City Middle

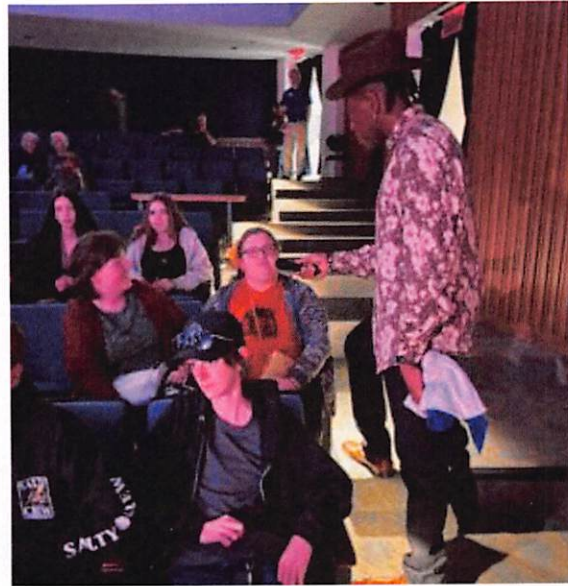


The students of Lake City Middle School got the opportunity to visit Pellissippi State Community College to participate in the Appalachia Sessions. The East Tennessee History Museum brought artifacts



from Appalachia: some new and some the students had in their own homes; Pellissippi informed the students of potential paths they could take after high school, and the "Appy" Sessions provided our students with the opportunity to see a well-produced concert inspired by Appalachian heritage. The students enjoyed the concert the most. They personally connected with the music, and most of the students had never watched a live concert in person.

## Clinton Middle



CMS students attended a field trip to Pellissippi State College to participate in college and career explorations, as well as a recording of "AppySessions" Live. During our trip, we listened as advisors from Pellissippi taught us about requirements for admission, financial aid opportunities, and programs of study. We also participated in exploration stations presented by the East Tennessee Historical Society where students discovered tools on the cutting edge of technology over 100 years ago. Finally, we ended our day with a concert by Chris Blue and various other artists who have roots in Appalachia and have found success in the music industry.

## ELEMENTARY SCHOOL



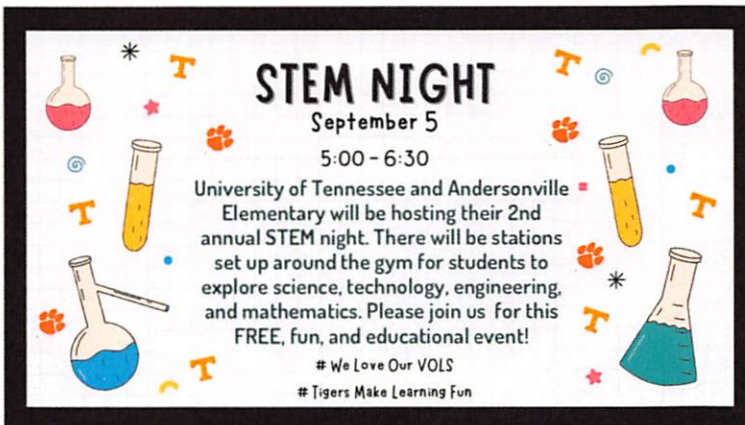
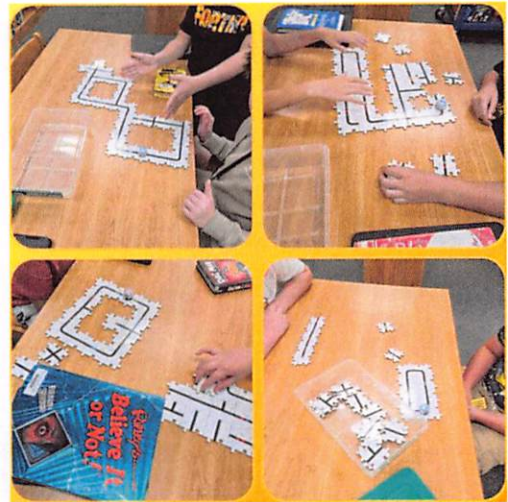
Thank you to the Dogwood Arts and ORNL Federal Credit Union for donating art kits to ALL 5th graders in Anderson County Schools.

## Andersonville Elementary



Third Grade had so much fun at Farm day.

We are working on our programming skills today in Mrs. Mounger's STEM class!



STEM night was a success. Thanks UT and GO VOLS!

## Briceville Elementary



It's basketball season at BES! The hornets started off their season with a victory over Lake City Elementary. We are so excited to see what the season holds.







We loved seeing all of our students and families at the Scholastic book fair.

### Claxton Elementary



Claxton students got a special morning greeting from the Clinton Dragons Football team. It was an exciting way to start the day.



Claxton's "Cougar Corner" morning news crew went to present their news program at the recent school board meeting. Students were highlighted for their hard work and creating a bilingual program to share

## Dutch Valley



Today, our youngest Pioneers enjoyed an art project inspired by our first graders. After looking at different webs spiders make, they made their own web and then chose where to best place their spider to catch bugs.

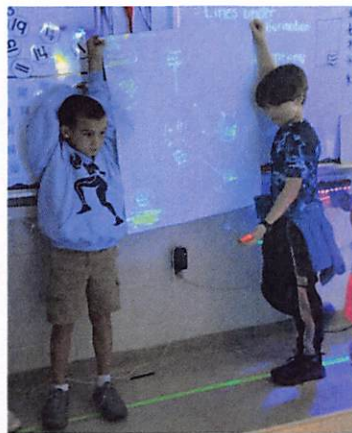


Our 3rd graders got to enjoy a special day at the annual Anderson County Farm Day! They enjoyed a tractor ride, saw many animals, and learned about them. They were then able to visit with the TWRA , Anderson County Bee Association, 4H, Veterinarians, and some others. They learned about how honey is made, tasted sorghum juice, learned what all 4H offers, how to stay safe from dog bites and cat bites with the TEMP method, and much more.

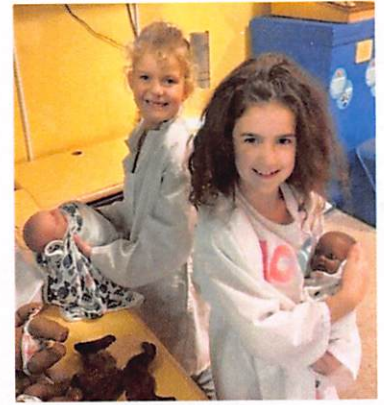
Grand Oaks Elementary



So proud of our Eagles basketball team for their wins so far this season! They have been so much fun to watch and we have already seen so much growth out of our players. Way to go, Eagles!



We've had GLOWING reviews from our third grade students! Third graders just wrapped up "GLOW Week" where they learned testing strategies that will be used in each subject all year long. We are so impressed by their work and by how bright they shine.

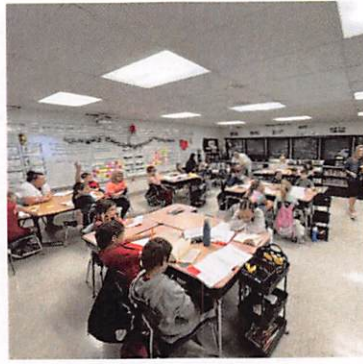


Our second graders had an incredible adventure at The Muse in Knoxville! The hands on exhibits sparked curiosity and creativity as the students explored everything from science to math to art. It was a fantastic day of learning and fun, and we can't wait for more unforgettable experiences in second grade!



Our first graders have been learning about adjectives this week. They got to pick their own leaf and choose three adjectives to describe it in complete sentences. Who says learning only happens inside the school? They seemed to really enjoy the activity.

## Lake City Elementary



We love showcasing the learning that is taking place at LCES. Our school is working with the TNTP LIN project to deepen our understanding and knowledge of teaching reading. Our 3rd, 4th, and 5th grade ELA classes did an amazing job today with their deep thinking, reading, and writing. We are proud of our staff and students for all of their hard work!



Yesterday we celebrated Johnny Appleseed Day by diving into the tastes and traditions of Fall. Our kindergarten classes enjoyed an Apple Tasting activity, where we tried different kinds of apples and talked about how they're harvested during this beautiful season. The kids had so much fun discovering their favorite flavors while learning about the changes in nature as we move into fall.

Staff obtained their CPR/AED certification during PLC time.



## Norris Elementary



Norris Elementary School's basketball team is up and running! Our team won its first game over Andersonville led by Coach and parent, Mr. Barton.

Our third grade students recently attended Farm Day and learned about the farm-to-table processes as well as other careers in the agricultural industry.



Our 2nd Grade made their annual visit to Safety City. At Safety City students learn about fire safety, bike and car safety.



Grandparents Day at Norris Elementary was extra special this year. We invited grandparents in to hear us sing, play games and make crafts together. Thank you to all the special people in our students' lives for taking the time out of their busy days to learn about our school and spend time with us.



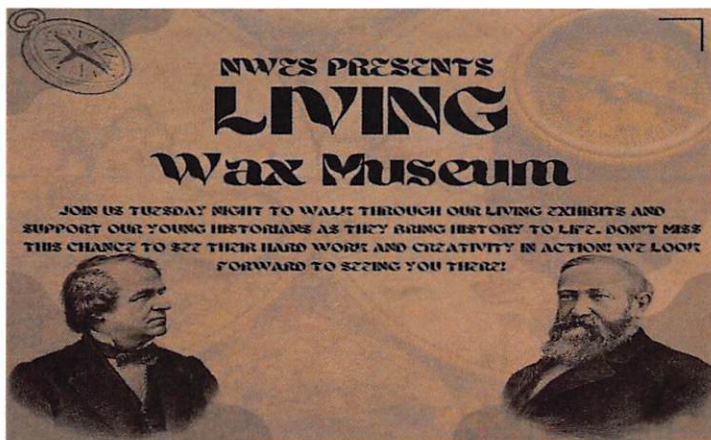
All NES students were able to participate in a visiting artist experience with the Tuesday Weavers from The Appalachian Arts Craft Center. This was an amazing opportunity for all students to use a spinning wheel and try out weaving on the loom. A huge thank you to the Tuesday Weavers for volunteering their time and talent to teach our students!



Another annual tradition at Norris Elementary is Dot Day. International Dot Day, a global celebration of creativity, courage and collaboration, began when teacher Terry Shay introduced his classroom to Peter H. Reynolds' book *The Dot* on September 15, 2009. *The Dot* is the story of a caring teacher who dares a doubting student to trust in her own abilities by being brave enough to "make her mark". What begins with a small dot on a piece of paper becomes a breakthrough in confidence and courage, igniting a journey of self-discovery and sharing, which has gone on to inspire countless children and adults around the globe. Each year on International Dot Day – with the help of people just like you – the inspiration continues. What started as a story in the pages of a book is transforming teaching and learning around the world as people of all ages re-discover the power and potential of creativity in all they do.



### Norwood Elementary



We're excited to invite everyone to our upcoming Living Wax Museum! This unique event features our 4th and 5th graders portraying significant historical figures from the American Revolution and the Civil War. Students will research their chosen figures, create informative display boards, and present one-minute summaries about their lives and contributions.

In addition to our wax museum students can further dive into our social studies standards on October 1st by making butter with Mrs. Pope and Mrs. Hanson and creating a compass.



# ELA NIGHT

- read with special readers
- practice reading skills with fun games
- check out our amazing book fair
- create a bookmark



On Friday, students in Kindergarten got to experience the fun world of the book "Chicka Chicka Boom Boom" through a STEM experience! Students were able to make their own coconut tree and had to balance their letters in their tree without the letters falling off. Way to go Kindergarten!



The Norwood Jaguars hustled to victory against Briceville tonight with a final score of 27 to 15! Our kids played amazingly, showcasing their hard work and dedication.



## School Nutrition



The School Nutrition Program recognized and celebrated National Mushroom Month! This was a fantastic opportunity to explore the fascinating world of mushrooms, from their health benefits to their culinary delights. Our team members along with students and staff enjoyed this month filled with learning and deliciousness!

Norris Elementary, Dutch Valley Elementary, Norris Middle, and Grand Oaks Elementary achieved a perfect score of 100% on their recent health inspections! Their commitment to maintaining a clean and safe environment for students and staff is commendable.

## School Nursing

Anderson County Schools partnered with Walgreens and Rick Turnbull to provide an opportunity for our students and staff to receive a flu vaccine. At the end of September we administered 619 shots during our school flu clinics across the county.



## 2024-2030+ Capital Projects

- Yearly Maintenance priorities - \$1 million per year for roofing, safety cameras, flooring, refinishing gym floors, paint, playground mulch, and other necessary maintenance.
- CHS: Softball Field – 80% complete. Concession stand is under contract with a completion date of December 1, 2024; locker room design complete with no fire marshall review, six weeks to complete drawings and bid package.
- CES: New Claxton Elementary School – In design phase, construction to begin January 2025, community meeting on September 5<sup>th</sup>, working with Scott Gibson on bonds.
- NES, AES, FES: Paving complete.
- GOES: New driveway and more parking.
- LCES: Awning – Complete.
- CHS: Welding and Agriculture building – Contract signed, site work complete, construction 2 months behind, Kelly Myers working with GCE due to slow progress.
- ACHS: Multi-sport facility – ½ cost from district, ½ cost from donors – bid will go out in September.
- All Schools: ESG project phase III contract signed.
- All Schools: Safety film on windows and doors – complete.
- All schools: Lockdown notification system – 75% complete.
- LCES: HVAC – Scheduled to begin in spring of 2025.
- DVES: Waste water upgrade – Complete.
- BES: Waste water update – Work in progress.
- LCMS: Replace scoreboard on football field – School Board appropriated \$15,000 to the City of Rocky Top – complete.
- CHS/CMS: Installation of new scoreboard on football field – working with contractor for cost and time.
- ACHS: Utilities for new girls' soccer locker room – receiving quotes.
- CHS/CMS: Replacement of bleachers and fieldhouse on football stadium partnership with the City of Clinton – design phase.
- NES, AES, DVES, FES: Replace gym floors.
- LCMS: New auditorium seats 2025.
- CHS: Replace windows in walkway.
- CHS: Replace gym bleachers.
- BES: Update gym.
- ACHS: Replace turf at ACHS 2028 – field was reconditioned summer of 2024.
- NES: Replace classrooms to provide room for growth and safety.
- Start replacing HVAC from first ESG – 2026?
- All Schools: Upgrade door scanners for safety, 2024-25 CHS; ACHS \$300,000.00
- NWES/NWMS: Replace lights on softball field.
- NWES/NWMS: Repair bleachers on football field.
- NMS: Update lower hallway.

ANDERSON COUNTY BOARD OF EDUCATION  
 101 S. Main Street  
 Clinton, TN 37716  
 Board of Education Meeting  
 October 3, 2024  
 6:00 PM

<b>Board Members</b>	<b>Present</b>	<b>Absent</b>
Sherri Beaty		✓
Don Bell	✓	
Dail Cantrell		✓
Darren Carden	✓	
Scott Gillenwaters, Chairman	✓	
David Miller	✓	
Teresa Portwood, Vice Chair		✓
Jo Williams	✓	
Dr. Tim Parrott	✓	
<b>Student Board Members</b>		
Maryn Branham	✓	
Keaton Cook	✓	

**OTHERS PRESENT**

Alexis West, Kim Towe, Chris Towe, Natalie Oglesby, Caitlyn Neer, Rhonda Phillips, Kelly Myers, Renee Branham, Johnny Golden, Suzi Schmidt.

**I. CALL TO ORDER**

Chairman Scott Gillenwaters called the meeting to order at 6:00 PM as a regular monthly meeting of the Board of Education. David Miller led the Pledge of Allegiance.

**II. RECOGNITION OF GUESTS**

A. Rhonda Phillips – PECCA Petition

**Motion** by Jo Williams and seconded by Don Bell to approve of the PECCA Petition to support Collaborative Conferencing. **Motion carried.**

**III. RESOLUTIONS**

**IV. PERSONS TO BE HEARD - None**

**V. APPROVAL OF AGENDA**

**Motion** by Don Bell and seconded by Jo Williams to approve the Agenda. **Motion carried.**

**VI. APPROVAL OF CONSENT AGENDA**

- A. Regular Meeting Minutes – September 12, 2024
- B. Human Resources Report
- C. Student Services Report
- D. Field Trips
- E. Policies for Second Reading
  - a. 3.202 – Emergency Preparedness Plan
  - b. 3.400 – Student Transportation Management
  - c. 6.203 – School Admissions
  - d. 6.401 – Student Health Services
- F. 141 Expenditure Report
- G. Sports
  - a. CMS Basketball
  - b. CHS Basketball

**Motion** by Jo Williams and seconded by Darren Carden to approve the Consent Agenda. **Motion carried.**

**VII. EXECUTIVE APPROVAL - None**

**VIII. COMMENTS FROM THE CHAIR**

Perfect Attendance winners for the month of September were announced and Above & Beyond awards were announced for Custodian Appreciation.

**IX. COMMENTS FROM STUDENT BOARD MEMBERS**

Maryn Branham – ACHS – Students excited about Fall Break; Seniors took ACT; last week NJROTC had first drill of the season; playing Dragons tomorrow night; inviting everyone out because ACHS is still accepting donations of water, canned food, etc. to assist those in East Tennessee affected by the recent hurricane.

Keaton Cook – CHS – Fall Break coming up next week; NHS (National Honors Society) induction happening a week after Fall Break; band competing at Bands of America competition on October 19<sup>th</sup>; Clinch River Classic was two weeks ago and was a huge success resulting in a great

fundraiser and a lot of positive feedback; Lady Dragons soccer team had Senior Night Monday and Lady Dragons volleyball Senior Night is tonight; Dragons play ACHS tomorrow at ACHS; Homecoming was great, played against Powell and Burr-Ville's Sweet Treats provided root beer floats; Dragons play Lenoir City over Fall Break; DECA Chapter took three officers to the HI Dolly Conference at Dollywood; today, grade-level meetings were held at the school in partnership with Junior Achievement who had businessmen/women come out to speak with students as well as teach them about credit scores.

**X. DIRECTOR'S REPORT**

**A. 2024-2025 Fine Art, Library, Room Fees, and ADA Allocations**

Dr. Parrott gave a big thanks to the District Attorney's Office as well as the Sherriff's Office for their support in light of the numerous recent threats being made at schools. Dr. Parrott additionally explained there are requirements school systems have to meet whenever a threat is made: one being a threat assessment by a designated Threat Assessment Team which every school has, comprised of a Principal, SRO, and mental health personnel who conduct home visits, etc. to assess whether there is a threat. Although the public would like to know the outcome of these threat assessments, the information is confidential. Dr. Parrott assured everyone ACS works very closely with the Sherriff's Office as well as the District Attorney to vet every single threat and student/staff safety is of utmost importance. It is to be noted, some of the students who made threats are still in Juvenile Detention, therefore, these threats are being taken very seriously. Dr. Parrott asks for parents to speak with their children to emphasize the seriousness of making threats to schools. Due to the damage caused by hurricane Milton, Dr. Parrott presented photos of students from ACHS loading tractor trailer loads full of water to donate to families in Eastern Tennessee. Additionally, all ACS students have been asked to donate \$1, and all staff have been asked to donate \$5 that will be given directly to the Greene County and Cocke County school systems. Update on CHS Softball Field – lights have been readjusted, working on laying out concession stand, drawings completed for locker rooms and hoping to start on construction next month; AC Complex (multi-use facility) - bid opening has been pushed out to October 15<sup>th</sup> due to unforeseen circumstances; Claxton School - ready to present to full Commission on October 21<sup>st</sup> and meeting with Finance on October 14<sup>th</sup> to secure bond issue. Once complete, there will be a huge groundbreaking ceremony! Lastly, Dr. Parrott explained the aforementioned allocations (A.) to inform the public of the ACS Board of Education's contribution to each school from their own budget based on student enrollment numbers (\$750,000 total).

**XI. WORKSHOP ACTION ITEMS**

**A. 2025-2026 Proposed Calendars**

- a. Student
- b. Employee

**XII. FINANCIAL REPORT**

**Motion by Jo Williams and seconded by Don Bell to approve budget appropriation 1a. Motion carried.**

*10-3-24 Minutes of Anderson County Board of Education Regular Meeting*

Scott Gillenwaters	Yea
Teresa Portwood	Absent
Don Bell	Yea
Darren Carden	Yea
Dail Cantrell	Absent
David Miller	Yea
Sherri Beaty	Absent
Jo Williams	Yea

A. Transfers

**Motion** by Jo Williams and seconded by Don Bell to approve budget transfers 2a – 2b. **Motion carried.**

Adjourned at 6:24 PM

\_\_\_\_\_  
Scott Gillenwaters, Chairman

\_\_\_\_\_  
Dr. Tim Parrott, Director of Schools

**CERTIFIED ON:** \_\_\_\_\_

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

ANDERSON COUNTY BOARD OF EDUCATION  
 101 S. Main Street  
 Clinton, TN 37716  
 Board of Education Meeting  
 September 12, 2024  
 6:00 PM

<b>Board Members</b>	<b>Present</b>	<b>Absent</b>
Sherri Beaty	✓	
Don Bell	✓	
Dail Cantrell	✓	
Darren Carden	✓	
Scott Gillenwaters, Chairman	✓	
David Miller	✓	
Teresa Portwood, Vice Chair	✓	
Jo Williams	✓	
Dr. Tim Parrott	✓	
<b>Student Board Members</b>		
Maryn Branham	✓	
Keaton Cook	✓	

**OTHERS PRESENT**

Anne Ford, Ryan Sutton, Ben Pounds, Sarah Freels, Marcus Bullock, Kelly Myers, Rhonda Phillips, Johnny Golden, Paula Sellers, Katrina Oakley, Kathryn Price, Wade Haney, Greg Deal, Margaret Burrell, Bobby Crawford, Renee Branham, Shawna Woodruff, Suzi Schmidt, Frank Newcomb, James Scheele, Jennifer Coleman, Nicole Marie, R. Masters, Cassandra Wilson Metcalf, Carolyn Metcalf, Aaron Metcalf, Courtney Cook-Aspen, Nikki Kirk.

**I. CALL TO ORDER**

Chairman Scott Gillenwaters called the meeting to order at 6:00 PM as a regular monthly meeting of the Board of Education. Jo Williams led the Pledge of Allegiance.

**II. RECOGNITION OF GUESTS**

- A. LCMS Laker Leaders – Mr. Frank Newcomb from LCMS came to share information about the LCMS Laker Leaders. During the 2023-2024 school year, a group of 10 eighth graders comprised of five girls and five boys were chosen for their exemplary behavior both inside and outside of school to be the voice for the Lakers, thus creating the “Laker Leaders”. The Laker Leaders held weekly meetings where they were asked for feedback on the culture of the school as well as discussed concerns about academics with



suggestions on how to make things better. From September to May, the Laker Leaders organized many events for the community such as visiting Summit Nursing Home, they held a food drive assisting ten different families, and they had a career fair with thirty vendors. This year, their goal is to up the ante with their next food drive and aim to assist twenty families! Additionally, they are starting a "Peer Buddy" program which will allow for students to work in CDC classrooms and assist CDC students. Not all is work, however; they have also been finding more ways to make school and learning more fun - "Frank's Friday Fun" has also started; and students have been playing games in the cafeteria, singing karaoke, and holding multiple groups to assist with reading and other various subjects.

- B. CES Everyone is Welcome – For some time now, Claxton Elementary's "Cougar Corner" was their morning news broadcast for their morning announcements. They recently received a grant and they were able to purchase the equipment to create and edit videos, therefore, they decided "Cougar Corner" would be the perfect fit for this. Staff and students worked together to record weekly videos instead of their morning stream of the announcements. These videos have been an excellent way for students and staff to show their appreciation for each other and give kudos for a job well-done, as well as discuss weekly subjects they would like to focus on. Staff noticed these weekly videos were really starting to take-off, however, something was missing. With CES having a large population of Spanish-speaking students, they wanted to find a way to make the "Cougar Corner" more inclusive. With the help of their bilingual students and staff, "Cougar Corner" is now translated in Spanish. They even end each video teaching their peers how to say different phrases in Spanish. This has been so much fun for CES and the students love it!

### III. RESOLUTIONS

A. 145 Transfer Resolution

**Motion** by Teresa Portwood and seconded by Jo Williams to approve of the 145 Transfer Resolution. **Motion carried.**

B. New Claxton Land Resolution

**Motion** by Teresa Portwood and seconded by Don Bell to approve of the New Claxton Land Resolution. **Motion carried.**

### IV. PERSONS TO BE HEARD

Sarah Freels – Ms. Freels came to the Board to discuss her concern for lack of math class offerings in Anderson County Schools, specifically eighth grade Algebra. Ms. Freels stated although she had a meeting with district staff as well as the Principal of Clinton Middle School, April Meyers, who agreed to return eighth grade algebra to the curriculum, she would like to know what will be done to give other students in Anderson County the same opportunities to reach higher levels. The Board agreed there needed to be a further discussion and invited Ms. Freels to the October BOE Workshop.

**V. APPROVAL OF AGENDA**

**Motion** by Teresa Portwood and seconded by Don Bell to approve the Agenda. **Motion carried.**

**VI. APPROVAL OF CONSENT AGENDA**

A. Regular Meeting Minutes – August 8, 2024

B. Human Resources Report

C. Student Services Report

D. Field Trips

E. Sports Schedules

a. CMS Football

b. CMS Volleyball

F. Policies for Second Reading

a. 2.403 – Surplus Property Sales

b. 2.806 – Bids and Quotations

c. 4.201 – Class Size Ratios

d. 4.213 – Family Life Education

e. 4.600 – Grading System

f. 4.603 – Promotion and Retention

g. 5.701 – Substitute Teachers

h. 6.309 – Zero Tolerance Offenses

G. Preschool

a. Corrective Action Plan

b. Food Allergy Posting Procedure

**Motion** by Teresa Portwood and seconded by David Miller to approve the Consent Agenda. **Motion carried.**

**VII. EXECUTIVE APPROVAL**

**VIII. COMMENTS FROM THE CHAIR**

Perfect Attendance winners for the month of August were announced and Above & Beyond awards were announced for Bus Driver Appreciation.

Chairman Scott Gillenwaters reminded the Board about the upcoming Fall District Meeting and informed the new board members this is a great opportunity to further their education.

**IX. COMMENTS FROM STUDENT BOARD MEMBERS**

Maryn Branham – ACHS – Homecoming is September 27<sup>th</sup>; last Wednesday ACHS held a college fair; first NHS meeting was last Friday; clubs are off to a good start; Senior parking sports have been completed; Sophomore and Senior ACTs are October 1<sup>st</sup>; sports are off to a great start and ACHS now has their own sports app; dance team won at the Tennessee Valley Fair; Band is doing excellent.

Keaton Cook – CHS – CHS Football had first win at home; Senior night is tomorrow against Campbell County; Homecoming is next week; Senior Sunrise is organized; Lady Dragons win with record of 6-1-1; Band is hosting the Clinch River Classic; all clubs have started up with heavy student involvement.

**X. DIRECTOR'S REPORT**

In light of recent events, Dr. Parrott gave many thanks to all of Anderson County Schools' SROs, David Massengill with Homeland Security, and all of our hard working Administrative Staff for their hard work and dedication to keeping our students/staff safe as well as for maintaining excellent communication. There were over 100 people in attendance for the Claxton Community meeting regarding the new Claxton School. Dr. Parrott stated he is grateful for everyone's comments and has taken some of those suggestions to the design team that will be discussed at their next meeting. Dr. Parrott added he is also grateful for the translators who gave their time to assist during this meeting as well. We are hopefully still on track to begin construction with Claxton in January; enrollment is down slightly, however, with new communities being built, we should begin to see some growth in numbers; CHS Softball Field pre-construction meeting was held and construction will begin Monday; CTE construction meeting was this week and digging started today; pre-bid for the ACHS complex will be Friday; huge thanks to Bobby Crawford and his maintenance staff for always being alert and keeping everyone comfortable no matter the weather; appreciative of all of the community's concerns for student safety.

**XI. ACTION ITEMS**

A. Policies for First Reading

- a. 3.202 – Emergency Preparedness Plan
- b. 3.400 – Student Transportation Management
- c. 6.203 – School Admissions
- d. 6.401 – Student Health Services

**Motion** by Teresa Portwood and seconded by Jo Williams to approve of the above policies on First Reading. **Motion carried.**

B. 2024-25 School Calendar Change

**Motion** by Jo Williams and seconded by Teresa Portwood to approve of the School Calendar Change to move the Clinton High School graduation date to May 17<sup>th</sup> at 7:00 PM. **Motion carried.**

C. ESSER 3.0 Executive Summary

**Motion** Jo Williams and seconded by Teresa Portwood to approve of the ESSER 3.0 Executive Summary. **Motion carried.**

**XII. FINANCIAL REPORT**

a. Addendum

**Motion** by Teresa Portwood and seconded by Don Bell to approve budget appropriations 1a – 1P. **Motion carried.**

Scott Gillenwaters	Yea
Teresa Portwood	Yea
Don Bell	Yea
Darren Carden	Yea
Dail Cantrell	Yea
David Miller	Yea
Sherri Beaty	Yea
Jo Williams	Yea

A. Transfers

**Motion** by Teresa Portwood and seconded by Sherri Beaty to approve budget transfers 2a – 2e. **Motion carried.**

Adjourned at 6:50 PM

\_\_\_\_\_  
Scott Gillenwaters, Chairman

\_\_\_\_\_  
Dr. Tim Parrott, Director of Schools

**CERTIFIED ON:** \_\_\_\_\_

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

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

101 South Main Street, Suite 310  
CLINTON, TENNESSEE 37716

TELEPHONE: (865) 457-6290  
FACSIMILE: (865) 457-3775

**MEMORANDUM**

**TO:** Ms. Annette Prewitt, Chief Deputy to the County Commission

**CC:** County Commission

**FROM:** Law Director's Office

**DATE:** October 16, 2024

**RE:** Law Director's Report –October 21, 2024 – County Commission Meeting

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**Please add the following to the County Commission Agenda under the Law Director's Report.**

**A. Contract Approvals:**

1. US Able Life Contract- HR Dept.
2. BCBST- Admin Services Agreement- HR Dept.
3. Access Medical Billing (Renewal)- Schools
4. Pitney Bowes- County Clerk
5. Public Consulting Group for Special Education- Schools
6. Tennova Healthcare Hospice- EMS
7. Rocky Top Care Center- EMS
8. Tourism Grant- Amendments 1&2
9. US Digital by Honeywell- EMA
10. Recovery Court Grant
11. TDOT Railroad Agreement- Highway Dept.
12. TDEC Grant Contract- Brownfield Sites
13. State of TN Dept. of Economic Development- Amendment
14. ARC Grant- EMS Facility
15. Updating General Orders for Personnel Policy- Sheriff's Dept.
16. Updating General Orders for Response to Domestic Abuse/Violence- Sheriff's Dept.
17. Play on Sports- Clinton High School
18. US Vending- Vending Machines at Courthouse
19. Knoxville Center of The Deaf- Schools

20. Amerimed (Renewal) – Sheriff’s Dept.
21. PEC Asbestos Survey- Buildings & Grounds
22. State of TN Tourism Marketing Grant
23. East TN Human Resource Agency- Aging Services Grant
24. US Vending- Vending Machines for Senior Center
25. East TN Development District- Broadband Ready
26. State of TN Dept. of Disability & Aging- Senior Center Grant
27. Covenant Health (Clinical’s) -EMS

**B. Anderson County Zoning Violations**

Newly Opened:

1. 438 Old Fratersville Hollow

Closed:

1. 299 Toby Hollow Lane
2. 320 Strong Hollow Lane
3. 510 Red Hill Road

Newly Filed:

1. 3708 Lake City Highway
2. 1820 Lake City Highway
3. 404 Lake City Highway
4. 1824 Lake City Highway

Motion for Default Judgment:

1. 164 Boling Road- hearing set for October 21, 2024
2. 122 Wormsley Lane- hearing set for October 21, 2024
3. 857 Briceville Highway- hearing set for October 21, 2024
4. 184 Buffalo Road- hearing set for November 4, 2024
5. 143 Toby Hollow Lane- hearing set for November 18, 2024
6. 215 Toby Hollow Lane- hearing set for November 18, 2024

Contempt:

1. 177 Scott Brogan Lane- hearing set for November 4, 2024
2. 208 Old Lake City Highway- hearing set for November 18, 2024
3. 230 Haney Hollow Lane- Granted
4. 151 Moccasin Hollow Lane- Granted

Lien Recorded:

1. 151 Moccasin Hollow- \$100 daily fine beginning July 8, 2024 until brought into compliance as ordered by the Chancery Court.
2. 230 Haney Hollow Road- \$100 daily fine beginning August 26, 2024 until brought into compliance as ordered by the Chancery Court.

### **C. Bankruptcies**

1. E. Hill- Chapter 7 Bankruptcy. Received Notice to File Claim due to Assets Recovered. Mr. Hill does not owe any fees to the courts so a claim is not necessary. No action needed.
2. C. McLain- Chapter 7 Bankruptcy. Received Notice of Case and No Proof of Claim Deadline due to no assets. No action needed.
3. C & W Henlsey- Chapter 7 Bankruptcy. Received Notice of Case and No Proof of Claim Deadline due to no assets. No action needed.

### **D. Other**

1. Moss v. AC: Trial set for May 27, 2025.
2. Ogle v. William Jones: Post-trial motions have been filed. No hearing set.

Anderson County Board of Commissioners  
**OPERATIONS COMMITTEE**  
**MINUTES**  
**October 14, 2024**  
**6:00 PM Room 312**

**Members Present:** Tim Isbel, Tracy Wandell, Phil Yager, Joshua Anderson, Stephen Verran, Ebony Capshaw, Robert McKamey and Michael Foster

**Members Absent:** None

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

Commissioner Capshaw said the prayer.

Commissioner Wandell led the Pledge of Allegiance.

Commissioner Yager made a motion to approve the agenda as presented. Seconded by Commissioner Foster. Motion passed.

No citizens addressed the committee.

ASAP Update – No Action Taken.

Commissioner Anderson made a motion to approve the amendments to the Basic Emergency Operations Plan. Seconded by Commissioner Yager. Motion passed unanimously to forward to full commission for approval.

Tourism – Update. No Action Taken

Strategic Framework Plan for City of Oak Ridge  
To discuss at the next Strategic Planning Task Force meeting.

Commissioner Verran made a motion to approve Resolution No. 24-07-1177 Establishing Selection Protocol and Procedures for the Disbursement of Opioid Abatement Funds as amended. Seconded by Commissioner Capshaw. Motion passed unanimously to forward to full commission for approval.

Commissioner Verran made a motion to send the Safe Senior Driving request to the Law Director's Office for feedback on adding this to the website. Seconded by Commissioner McKamey. Motion passed unanimously.

Highway 116 Discussion. No Action Taken.

Water Issue Discussion. No Action Taken.

Commissioner Foster made a motion to set a Strategic Planning Committee meeting in January with the Law Director's approval and continue to meet yearly. Seconded by Commissioner Yager. Motion passed, 6 yes 2 no, to forward to full commission for approval.



**Unfinished Business:**

Update on the Senior Center kitchen. No Action Taken.

Commissioner Yager made a motion to abolish the Animal Care Advisory Committee. Seconded by Commissioner Foster. Motion passed unanimously to forward to full commission for approval.

**New Business:**

Chairman Isbel thanked the Mayor for organizing the water and supplies that went to other counties that were most affected, the volunteer firefighters for helping our county and others that went out and helped people in Anderson County.

**Meeting Adjourned**

## BASIC EMERGENCY OPERATION PLAN (BEOP) AMENDMENT

### BASIC PLAN

Page 10 ESF 5 – Information & Planning - Damage Assessment

Support Agencies – American Red Cross - REMOVED

Page 11 ESF 6 – Human Services – Shelter & Mass Care Operations

Lead Agencies – American Red Cross - REMOVED

Support Agencies – American Red Cross - ADDED

Disaster Victim Services

Lead Agency – American Red Cross - REMOVED

Support Agency – American Red Cross - ADDED

### ESF 6

Page 6-3 – Shelter & Mass Care Operations

Lead Agency – American Red Cross - REMOVED

Support Agencies – American Red Cross - ADDED

Page 6-4 – VI Concept of Operations

Section A Number 2

Although the primary responsibility for shelter operations rest with the County Mayor, The American Red Cross is a support agency to the operation and management of emergency shelters in Anderson County. – REMOVED

Number 3 – May - REMOVED

Page 6-5 – Mitigation and Preparedness Activities

Section A Number One

Contracts - REMOVED

Agreements - ADDED

Page 6-7 – IX Training

Section A

Safe food handling – REMOVED

Feeding fundamentals – ADDED

Page 6-8 – Human Services Disaster Victim Services

Lead Agency – American Red Cross – REMOVED

Support Agencies – American Red Cross – ADDED

### III. Introduction

Section A

Safe and Well welfare – REMOVED

Reunification – ADDED

#### **IV. Policies**

##### Section A

The free web based Safe and Well inquiry system for citizens established by ARC is the primary method of accomplishing this contact. – REMOVED

##### Section A

As a co-lead with the Federal Emergency Management Agency (FEMA) for the Mass Care component of the emergency Support Function 6 (ESF 6) in the National Response Framework, Red Cross has a commitment to provide Reunification services. Reunification (REU) provides human and technological resources to reconnect individuals as quickly as possible following a disaster. Red Cross will coordinate with local and state emergency management on Reunification Services. **ADDED**

#### Page 6-9 – **VI Concept of Operations**

##### Section A. General Number 4

Safe and Well web-based system developed by ARC – REMOVED

Reunification program – **ADDED**

##### Section B Organization and Responsibilities – Number 1 and 2

###### American Red Cross

1. Provide a free web-based Safe and Well citizen inquiry system and policies for its use after disasters. - REMOVED
2. Provide referral services to mental health counselors for persons housed in shelters. REMOVED

#### **VII. Mitigation and Preparedness Activities**

##### Section A American Red Cross Number 1 and 2

1. Develop procedures for identifying persons suffering from the psychological effects of disasters and for providing in-house (ARC) counseling, or referral to mental health agencies. – REMOVED

Provide disaster health, disaster mental health and disaster spiritual care - **ADDED**

2. Maintain the Safe and Well citizen inquiry system. – REMOVED

##### Section B Anderson County Emergency Management Agency (EMA) - Number 2

Coordinate counseling requirements with ARC. – REMOVED

Coordinate disaster health, disaster mental health and disaster spiritual services with ARC. - **ADDED**

Page 6-10 – **VIII Response and Recovery Actions**

Section B American Red Cross Number 2 and 3

Alert staff to watch for signs of problems within the shelter community, and provide in-house referral or referral to mental health agencies for counseling. – REMOVED

Provide disaster health, disaster mental health and disaster spiritual care -

**ADDED**

Reunification – REMOVED

Section C Anderson County Emergency Management Agency (EMA) - Number 1  
Counseling disaster victims as requested by ARC. – REMOVED

Disaster health, disaster mental health and disaster spiritual care services. - **ADDED**

**ESF 8**

Page 8-6 – **VI Concept of Operations**

Section B Organization and Responsibilities – Number 8 a

Provide first aid assistance at shelter and other sites as requested. – REMOVED

First aid assistance at ARC managed and/or ARC supported General Population shelters and other sites as requested and if resources allow. – **ADDED**

Page 8-8 - **VIII Response and Recovery Action**

Section G American Red Cross – Number 1, 2, and 3

1. First aid treatment – REMOVED

Provide health, disaster mental health and disaster spiritual care at shelters and other sites as requested. – **ADDED**

2. Provide to ESF 5 and ESF 8 the number of victims treated in shelters. –  
**REMOVED**

3. Implement call-up of ARC volunteer nurses and allied professionals if requested. -  
**REMOVED**

Page 8-14 – **Training**

A. Training in health assessment is provided by the American Red Cross. -  
**REMOVED**

**Anderson County, Tennessee**  
**Board of Commissioners**  
RESOLUTION NO. 24-07-1177

**RESOLUTION ESTABLISHING SELECTION PROTOCOL AND PROCEDURES  
FOR THE DISBURSEMENT OF OPIOID ABATEMENT FUNDS**

**WHEREAS**, the overdose epidemic is a national crisis, and for millions of Americans, it has become very personal. Too many Anderson County families have lost their children, siblings, parents, and friends to substance misuse and overdose. Every loss is a painful reminder that we must take bold action to end our county's overdose epidemic; and

**WHEREAS**, the number of opioid-related deaths continuously rose from 1999 to 2022. Over one hundred and seven thousand (107,000) Americans died from overdose in 2022, and studies show that over 2.1 million Americans continue to suffer from Opioid Use Disorder; and

**WHEREAS**, the overdose crisis has negatively affected thousands of Anderson County citizens, including immense pressures on local governments coffers. Anderson County Government has witnessed first-hand the ravaging effects on our citizens and the financial strain from depleted governmental resources including manpower especially in the public safety sector that can be directly attributed to this crisis; and

**WHEREAS**, the Anderson County Board of Commissioners, County Mayor and all County Officials have taken a strong and progressive stance to fund creative programs that address addiction in our community including two highly successful programs in our Sheriff's Office Detention Facility, additional resources for Emergency Medical Service, Office of Emergency Management, Family Justice Center, Health Department and Drug Court; and

**WHEREAS**, Anderson County recognizes that it will take more than governmental efforts to combat the crisis, and success will come through community partners that fully understand the causation factors, identification of those in need, and the complicated web surrounding delivery of services. Local governmental efforts and our established community partners have collaborated in reducing overdoses in our county by 6% during the past eighteen (18) months through programs designed to specifically target the needs of Anderson County citizens; and

**WHEREAS**, in an effort to fund additional county programs geared towards identification, treatment, rehabilitation and education, the Board of Commissioners has authorized lawsuits against pharmaceutical manufacturers, distributors, retailers and illicit prescribers. These suits have resulted in settlements and bankruptcies producing several thousand dollars of additional local revenue to combat the epidemic; and

**WHEREAS**, Anderson County needs community partners to produce outreach programs designed to address the many adverse effects caused by the overdose epidemic. Therefore, it is the desire of the Board of Commissioners to establish eligibility requirements, protocol for the selection of

community programs and grantees, and procedures for disbursement of county opioid abatement funds in order to continue an aggressive fight against the overdose crisis.

**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session this 15<sup>th</sup> day of July 2024 that we authorize the following protocols and procedures for the disbursement of restricted Opioid Abatement Funds to our community partners:

### **SECTION 1: Compliance with Tennessee Law**

All disbursements of Opioid Abatement funds shall comply with:

- A) The eligibility requirements codified at *Tenn. Code Ann. §5-9-109* (Exhibit 1);
- B) Legal authority conferred through *Tenn. Code Ann. §5-9-203* (Exhibit 2);
- C) *Tennessee's Opioid Abatement and Remediation Uses* created by the Tennessee Opioid Abatement Council (Exhibit 3);
- D) Tennessee Attorney General requirements found in the *Tennessee Opioid Settlement Guide for Local Government, as continually revised* (Exhibit 4);
- E) *1981 Financial Management Act* and those local Finances Policies created thereto.

### **SECTION 2: Grantee Application Process**

#### A) Written Application Required

All interested parties wishing to apply for community grants funded by Opioid Abatement funds shall complete a written application for funding, including no more than a five (5) page overview of the proposed program, identifying targeted participants, methodology to be utilized, program goals, and proposed evidence-based performance measures to confirm desired results. (Exhibit 5).

#### B) Application Review

The process for review of applications for grant funds will be as follows:

1. Applications will be delivered by the Anderson County Finance Director to determine grantee meets eligibility requirements and for evaluation of proposed community programs, if acceptable then
2. Application is forwarded to the Opioid Settlement Task Force or Non-Profit Committee for who may conduct interviews and obtain additional information from candidates if needed, if application is recommended for funding then
3. The Budget Committee will review the application. If application is recommended for funding then
4. The Anderson County Board of Commissioners will make the final decision on successful applicants and grant funding. See SECTION 3 below.

C) Submissions of Funding Applications and Proposals  
Applications for grant funds should be mailed or delivered to:

Office of the Finance Director  
Anderson County Courthouse  
100 N. Main Street, Room 210  
Clinton, TN. 37716  
Attn: Anderson County Opioid Task Force

D) Creation of Additional Requirements

The Opioid Settlement Task Force may create and recommend additional requirements for the disbursement of Opioid Abatement Funds with subsequent approval from the Board of Commissioners. Additional requirements may include adjustments to the selection process, maximum annual caps on awards, required eligibility documents, scoring matrix, submission deadlines, etc.

E) Finance Director Approval

The Anderson County Finance Director may require additional documents from recipients in order to comply with accounting procedures and finance policies, and ensure the proposed grantee and program comply with state mandates. This may include examination of balance sheets and annual audits for all grantees.

F) Annual Status Report

At the end of each fiscal year, recipients of grant funds shall file a written status report with the Opioid Settlement Task Force listing program successes and failures, obstacles to successful completion, proposed program modifications, and recommendation as to continued program funding.

### **SECTION 3: Final Approval of Selected Programs and Disbursement Amounts**

The Anderson County Board of Commissioners will consider each qualified application separately, and make a final determination as to the applications/programs to be selected and the amount of funding to be provided. Each qualified application will be accompanied separately by a Resolution for approval and funding.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon passage. The public welfare requiring same.

**RESOLVED, APPROVED AND EFFECTIVE** this 21<sup>st</sup> day of October 2024.

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H. Tyler Mayes, Chair, AC Comm.

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Terry Frank, Mayor

ATTEST:

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Jeff Cole, County Clerk

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