Anderson County Board of Commissioners

Regular Agenda Tuesday, January 21, 2025 @ 6:30 P.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. Departments
 - Highway Department Speed Limit Change, Cove Lane
 - Circuit Court Approve Judicial Commissioner
 - Ashley Brock
 - Property Assessor Adjust appraisal year to a four (4) year reappraisal.

7. Presentation of Reports:

- A. Elected Officials
 - 1. County Mayor Terry Frank
 - Status update on American Nuclear Site. No action required.
 - Requesting motion to confirm appointments to Ethics Committee
 - a. Commissioner Shelly Vandagriff-term expiring 9/30/25
 - b. Commissioner Bob Smallridge-term expiring 9/30/25
 - c. Commissioner Anthony Allen-term expiring 9/30/25
 - d. Dr. Tim Parrott-member of another Anderson County Government related body term expiring 9/30/25
 - e. Regina Copeland, Trustee Constitutional County Officer term expiring 9/30/25.
 - Requesting motion to authorize the county mayor to send the annual Department of Energy PILT request letter and execute the associated agreement.
 - Requesting motion to approve the attached State of Tennessee BRAG contract 32-701-25-251.
 - Requesting motion to approve acceptance of final bids and completion of sale on properties that did not meet the minimum bid.
- B. Department Heads
 - 1. Director of Finance Robby Holbrook
 - Purchasing and Budget Committee Report
 - Finance Committee Report
 - 2. Director of Schools

No Report

- 3. Law Director's Office Report
 - A. Contract Approvals
 - B. Zoning Violations
 - C. Bankruptcies

- D. Other
- E. Litigation Updates
- C. Committees/Boards Reports
 - 1. Operations Committee Report by Chairman Isbel
 - Motion to authorize the Anderson County Animal Shelter to collect a fee of \$20.00 for microchipping of adopted animals.
 - Motion to approve the "In God We Trust" signage over the new entrance to the Courthouse.
 - 2. Legislative Committee Report by Commissioner Palmer
 - Requesting motion in support of joint resolution opposing the school vouchers that passed previously.
 - Motion to approve to allow the Legislative Committee to make a vote of no confidence for the Election Commission Administrator.
 - 3. Opioid Settlement Committee Report by Commissioner Vandagriff
 - 4. Fire Commission Report by Commissioner Wandell
- 8. Unfinished Business
- 9. New Business
- 10. Announcements
- 11. Adjourn

Respectfully Submitted H. Tyler Mayes, Chairman



OFFICE OF THE SHERIFF RUSSELL BARKER, SHERIFF ANDERSON COUNTY, TN

Gary Long, Road Superintendent

From: Asst. Chief Kenny Sharp

Date: December 3, 2024

Ref:

Request for Speed Limit

After receiving calls from the residents in the community for the speed limit to be checked and possibly changed the Sheriff's Department has patrolled the road listed and recommends that the speed limit be set as follows:

Cove Lane 25 mph

Thank you for your assistance in this matter.

WAS 30 mph

PHONE: 865-457-2414, FAX: 865-457-5395 PHONE: 865-457-7100, FAX: 865-457-5009

Annette Prewitt

From:

Angie Perez <aperez@andersoncourts.org>

Sent:

Monday, December 16, 2024 10:01 AM

To:

Annette Prewitt

Cc: Subject: Rex Lynch
JANUARY COMMISSION AGENDA

Importance:

High

Good morning Annette:

Ashley Brock just completed the required training last week to become a Judicial Commissioner. Please add this to the agenda for the January County Commission meeting for approval.

Thank you and have a great day!

Angela Perez
Chief Deputy Clerk/Judicial Commissioner
Anderson County Circuit, Criminal, General Sessions & Juvenile Courts
100 N. Main St., Room 301
Clinton, TN 37716
Ph. 865-463-6842
Fax 865-264-6345



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

January 15, 2025

Commissioner Tyler Mayes
Chairman, Anderson County Board of Commissioners

RE: AGENDA—Mayor's Report

Dear Chairman Mayes and Honorable Members of Commission,

I wish to submit the following items for the Agenda:

- 1. Year-end update for American Nuclear site. No action required, status update only. Attached is an American Nuclear Year End Update with an estimated outlook for completion by June 2025. Anderson County Government maintains dedicated space to posting reports on the American Nuclear Site Cleanup on the county's homepage at www.andersoncountytn.gov. All pollution/situation reports are found there, along with this report.
- 2. Requesting motion to confirm appointments to Ethics Committee per revised Code of Ethics and supporting resolution No. 2024-12-1195. (Committee composition requirements attached)
 - a. Commissioner Shelly Vandagriff-term expiring 9/30/25
 - b. Commissioner Bob Smallridge term expiring 9/30/25
 - c. Commissioner Anthony Allen term expiring 9/30/25
 - d. Dr. Tim Parrott -member of another Anderson County Government related body term expiring 9/30/25
 - e. Regina Copeland, Trustee—constitutional county officer term expiring 9/30/25
- 3. Requesting motion to authorize the county mayor to send the annual Department of Energy PILT request letter and execute the associated agreement. Property Assessor John K. Alley's office tabulated the annual request. DOE has also confirmed the acreage reflected by the Property Assessor. 2025 is a reappraisal year, so 2025 request will be based on new

- numbers. See attached 2024 calculation from Property Assessor; draft letter to DOE; and agreement. (See attached)
- 4. Requesting motion to approve the attached State of Tennessee BRAG contract 32701-25-251. County Commission approved a 2-year \$100,000 brownfield grant contract with the State of Tennessee at the December 16, 2024 meeting. However, the grant amount had to be changed to \$99,399.63. Instead of amending the grant contract, it was simpler for the State and our Oak Ridge partners to issue a new contract. This BRAG award/contract is to benefit the Oak Ridge Housing Authority and Scarboro Planned Unit Development.
- 5. Requesting motion to approve acceptance of final bids and completion of sale on properties that did not meet the minimum bid. A public auction—both live/in person in Room 118A and online--was conducted on January 15, 2025 at 10:30 a.m. The attached list shows properties that were sold meeting the minimum bid requirement. The list also reflects the highest bids that did not meet the minimum and are pending approval or rejection by the Anderson County Board of Commissioners. For information, there were 82 registered bidders, and 25 states represented.

Sincerely,

Terry Frank

American Nuclear Corporation

Time-Critical Removal Overview

Time-Critical Removal Action Progress: The United States Environmental Protection Agency (USEPA) began the time-critical removal action (TCRA) at the American Nuclear Corporation Site (Site) and mobilized with the EPA's Emergency and Rapid Response Services (ERRS) Contractor and a local Radiation Safety Officer (RSO) subcontractor in March 2024. The scope of the cleanup was to remove radiologically contaminated soils on-site, and demolish and remove on-site buildings impacted with radionuclides, which included the Hot Cell. All waste on-site is classified as Low-Level Radioactive Waste (LLRW) and is being transported via rail to its final disposal location, Waste Control Specialists, located in Texas.

During the period of March 2024 to December 2024, the USEPA has demolished and disposed of the office building, demolished/disposed of the Hot Cell, removed/disposed of all concrete and piping from within the Hot Cell building footprint, and soils have been excavated roughly five feet below ground surface. Once soil removal within the building footprint is complete, the remainder of the building will be demolished and disposed of.

The mounded area outside of the Hot Cell building has been excavated and all buried vaults/materials have been removed and disposed of. Residual contamination in the mound footprint is still present and excavation continues.

The RSO monitors dose exposure for all site personnel and utilizes time, distance, and shielding to maintain the principle of "As Low as Reasonably Achievable" (ALARA) for handling of the contaminated material on-site to keep personnel exposure below regulatory limits. The RSO also collects samples from storm water collection points to ensure no migration of contamination across (or off) the property occurs. The Tennessee Department of Environment and Conservation (TDEC) Division of Radiological Health (DRH) continues their routine surveying and sampling around the perimeter of the property and at off-site drainage locations to ensure contamination does not migrate off-site.

The USEPA estimates approximately six more months of field work at the Site. See below for 2024 metrics and an estimated outlook for 2025 metrics.

Site Cleanup Metrics as of December 2024:

- LLRW Soil Disposed Off-Site: 4,500 tons
- LLRW Debris Disposed Off-Site: 378 tons

Outlook for 2025:

- LLRW Soil Remaining: ~5,000 tons
- LLRW Debris Remaining: ~550 tons
- Field work estimated to be complete by June 2025.

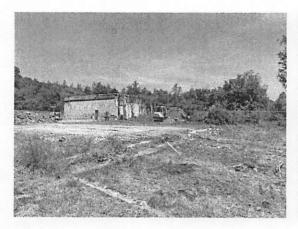


Figure 1. Mounded Area Pre-Excavation



Figure 2. Mounded Area Post-Excavation

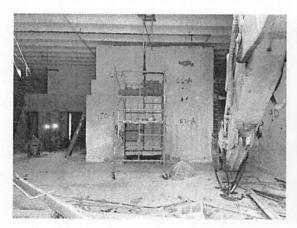


Figure 3. Hot Cell Pre-Demolition

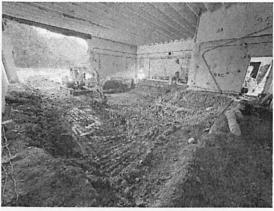


Figure 4. Hot Cell Post-Demolition

Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 2024-12-1195

RESOLUTION TO REVISE THE CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES OF ANDERSON COUNTY GOVERNMENT

WHEREAS, the Anderson County Legislative Body adopted a Code of Ethics for the officials and employees of Anderson County Government on April 16, 2007 by Resolution no. 05-07.282

WHEREAS, the Anderson County Ethics Committee has recommended certain revisions be made to the existing Code of Ethics.

WHEREAS, the Anderson County Legislative Body desires to adopt these recommended revisions, which have been incorporated into the restated Code of Ethics for Anderson County. Tennessee, attached to this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Anderson County Legislative Body meeting in regular session at Clinton. Tennessee on this the 16th day of December, 2024. the following is hereby duly adopted and approved:

SECTION I. The Anderson County Code of Ethics is hereby revised by substituting the restated Code of Ethics attached to this Resolution in lieu of the Code of Ethics approved April 16, 2007.

SECTION II. Upon approval of this Resolution. the County Clerk will:

- a) Certify and mail a copy of this Resolution with the restated Code of Ethics attached, to the State Ethics Commission.
- b) Distribute this Resolution and attached restated Code of Ethics by mail, hand delivery or email to each county office governed thereby, including all boards, committees, commissions, authorities, utilities, departments, subsidiaries, corporations or other instrumentalities appointed or created by the county or an official of the county, and including the county school board, the county election commission, the county health department and utility districts in the county.
- c) Facilitate the posting of the Resolution and restated Code of Ethics on the official website of Anderson County Government.

SECTION III. This Resolution shall take effect upon its passage and approval, the public welfare requiring it.

RESOLVED, adopted and effective this 16th day of December 2024.

H. Tyle Mayer

H. Tyler Mayes. Chair. AC Commission



Terry Frank, County Mayor

ATTEST:

Jeff Cole. County Clerk

- (1) For the performance of an act, or refraining from performance of an act, that he or she would be expected to perform, or refrain from performing, in the regular course of their duties; or
- (2) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing county business.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screens, immunizations, vaccines, amenities, or items necessary to the performance of the official or employees' duties that are provided by the County, or in connection with a conference, meeting, or employee fair sponsored by the County, other governmental entity, or an established and recognized state-wide association of county government officials or by an umbrella or affiliate organization of such state-wide association of county government officials, or professional organization, association, licensing board or Chamber of Commerce sponsored event.

Nothing contained within this policy shall prevent employees from obtaining secondary employment for off-duty time, provided that such employment is approved by the supervising department director or elected official.

Section 5. Ethics Complaints

A County Ethics Committee (the "Ethics Committee") consisting of five members shall be appointed to one-year terms by the county mayor with confirmation by the county legislative body, to be appointed each year at the same time as internal committees of the county legislative body. At least three members of the committee shall be members of the county legislative body; one member shall be a constitutional county officer or, should no constitutional county officer be willing to accept appointment, an additional member of the county legislative body; and the remaining member may either be a member of a board, committee, commission, authority, corporation, or other instrumentality governed by this policy, or an additional member of the county legislative body. The Ethics Committee shall convene as soon as practicable after their appointment and elect a chair and a secretary. The records of the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the county clerk, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics will be directed to the County Law Director, who shall serve as Ombudsman, at the following address:

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

Complaints shall be in writing, signed by the person making the complaint, and shall set forth in reasonable detail the provisions of the Ethics Code alleged to be violated. Complaints shall be based on personal knowledge, not second hand (hearsay) allegations which will not be considered to be facts supporting a complaint.

The following will be the procedure for handling complaints alleging violations of the Anderson County Code of Ethics:

Calculation
From: Property Assessor John K. Alley
a creage confirmed by D.O.E.

2024 US DOE In-Lieu of Tax

Indicated per acre appraisal of subject property: \$ 9,083.00

DOE, Anderson County Acreage: 11,464.16

Appraisal: \$104,128,965.28

Assessment rate for farms: ____25%

Assessment: \$26,032,241.32

County Tax Rate for Oak Ridge: 2.46

Indicated In Lieu of Tax for Anderson County \$640,393.14

Oak Ridge City Tax Rate 2.31

Indicated In Lieu of Tax for Oak Ridge \$601,344.77

February 1, 2025

VIA ELECTRONIC MAIL AND U.S. POSTAL SERVICE

Mr. Geoffrey DeBeauclair Deputy Manager, Office of Science Consolidated Service Center U.S. Department of Energy Oak Ridge Office PO Box 2001 Oak Ridge, TN 37831-2001

Re: Payment-In-Lieu-of-Taxes Tax Year 2024

Dear Mr. DeBeauclair,

Anderson County respectfully requests payment-in-lieu-of-taxes for the 2024 tax year. The calculation to reach the amount is to be computed with the following amounts:

11,464.16 acres @ \$9,083.00 per acre

= \$104,128,965.28 Appraisal

@ 25 % Assessment Rate for Farms

= \$26,032,241.32 Assessment

@ \$2.46 County Tax Rate for Oak Ridge

= \$640,393.14

If you need more information, or if you have any questions at all, please don't hesitate to contact me by phone at (865) 457-6200 or by e-mail at tfrank@andersoncountytn.gov.

Thank you for your attention and assistance. Anderson County is honored to partner with the Department of Energy to provide funds for vital services and education.

My best regards,

Mrs. Terry Frank Anderson County Mayor

CC: Ms. Marla Larsen-Williams, USDOE Office of Acquisition & Business Services (via E-mail)

Intergovernmental Agreement Between United States Department of Energy and

Anderson County, Tennessee Regarding

Payment in Lieu of Taxes

This Agreement is entered into by the United States Government acting through the U.S. Department of Energy's Office of Science Consolidated Service Center (hereinafter "DOE") and the County of Anderson, Tennessee (hereinafter "Anderson County"), collectively the "Parties", and concerns the payment of monies in lieu of taxes for tax year 2024.

RECITALS

The Parties acknowledge that:

- 1. The United States Government has acquired and owns land for use in its nuclear and other energy programs located within the geographical boundaries of Anderson County in Tennessee, which land was previously subject to ad valorem property taxes as agricultural property; and
- 2. The United States Government has erected facilities on said land within the geographical boundaries of Anderson County in Tennessee, which has been and is being used in carrying on the activities of the U.S. Department of Energy as a successor agency to the Atomic Energy Commission in accordance with the Atomic Energy Act of 1954, as amended; and
- 3. The land and facilities owned by the United States Government are not subject to taxation by Anderson County under both the Constitution and laws of the United States and the State of Tennessee, and that therefore Anderson County has suffered the loss of the ad valorem property tax on the land acquired by the United States Government; and
- 4. The activities of the United States Government within the geographical boundaries of Anderson County in Tennessee have been and are being carried on, in large part, through

contractors in the operation, construction, maintenance, or other utilization of said land and facilities; and

- 5. It is the opinion of Counsel for DOE and Counsel for Anderson County that such contractors are not liable for taxes on, with respect to, or measured by, the value or other use of such United States Government-owned real property under existing state and federal law; and
- 6. Under and pursuant to the provisions of the Atomic Energy Act of 1954, as amended, in order to render financial assistance to the states and localities in which the activities of DOE are carried on, and in which the United States Government has acquired property previously subject to state and local taxation, DOE has been and is authorized to make payments in lieu of property taxes (refer to 42 U.S.C. 2208); and
- 7. Anderson County has requested financial assistance from DOE, and has stated that it will waive and release any claims for tax year 2023 for taxes against DOE and its contractors on, with respect to, or for real property owned by the United States Government; and
- 8. Anderson County represents that it is authorized to make contracts and execute instruments containing such terms and conditions as may be necessary, proper, or advisable to accomplish the purposes for which it was created.

THEREFORE, the Parties agree as follows:

- 1. For the purpose of rendering financial assistance to Anderson County, DOE will pay Anderson County, as a payment in lieu of property taxes for public purposes, the sum of \$640,393.14 for the tax year 2024. The payment will occur as soon as funding is available. The computation and the basis therefor are shown in more detail in the attached Exhibit 1. This payment total represents the amount of the loss of ad valorem tax revenue for public purposes for the tax year 2024 which Anderson County has suffered by reason of the acquisition by the United States Government of real property within the geographical boundaries of Anderson County in Tennessee for nuclear and other energy purposes. This Agreement shall neither apply nor have any bearing on any other tax years.
- 2. Such payment shall constitute full satisfaction of any and all claims Anderson County may have for taxes for the tax year 2024 against DOE and DOE's contractors, of any nature whatsoever, on, with respect to, or measured by, the value or use of federally-owned real property

which is utilized in carrying on activities of DOE; provided that the acceptance of this payment shall not prejudice eligibility for any payment in lieu of taxes based on the benefits and burdens test prescribed in Section 168 of the Atomic Energy Act. The term "contractors" means and includes the companies and organizations listed in Exhibit 2, and such other contractors and subcontractors who perform work on DOE real property during the tax year.

- 3. Payments in lieu of taxes are subject to suspension during the pendency of any lawsuit filed by Anderson County which seeks from the United States Government any real property taxes or their equivalent.
- 4. As further consideration for such payment, Anderson County agrees to and hereby waives and releases, as to each and all of said companies and organizations, any and all claims for said taxes for the tax year 2024, and agrees further that, if requested by DOE, Anderson County will join in friendly litigation before a court having jurisdiction of the Parties and subject matter and in the entry of a consent judgment in keeping with the spirit and intent of this Agreement.
- 5. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement nor to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 6. Anderson County agrees that DOE and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Anderson County involving transactions related to this Agreement until the expiration of three years after final payment under this Agreement, unless DOE authorizes their prior disposition. Nothing in this Agreement shall be deemed to preclude an audit by the Government Accountability Office of any transaction under this Agreement.
- 7. Any requirement for the payment or obligation of funds by DOE established by this Agreement shall be subject to the availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.
- 8. Payment of funds by DOE in lieu of property taxes are not entitlements and nothing in this Agreement modifies the discretionary authority given to the Secretary of Energy by Section 168 of the Atomic Energy Act of 1954, as amended. Said funds are also subject to legislative or administrative reductions in funding levels.

- 9. The term "DOE" includes any duly authorized representative of DOE.
- 10. The effective date of this agreement is the date the agreement has been signed by both Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by the signatures of their authorized representatives.

UNITED STATES OF AMERICA DEPARTMENT OF ENERGY

•	
	Geoffrey G. deBeauclair, Manager
	Office of Science
	Consolidated Service Center
Date:	
COU	NTY of ANDERSON
COU	NTY of ANDERSON
_	NTY of ANDERSON
COU	
_	NTY of ANDERSON Terry Frank
_	

EXHIBIT 1Computation and Basis for Payment in Lieu of Taxes

	Anderson County
Number of Acres (x)	11,464.16
Value per Acre	\$9,083.00
Total Appraised (x)	\$104,128,965.28
Total Assessment (x) (25%)	\$26,032,241.32
Tax Rate (2.46%)	0.0246
PILT Due	\$640,393.14
Total PILT Due	\$640,393.14

EXHIBIT 2

DOE Contractors

UT-Battelle, LLC Managing and Operating Contractor Oak Ridge National Laboratory 1 Bethel Valley Road Oak Ridge, TN 37830

Consolidated Nuclear Security, LLC Managing and Operating Contractor Y-12 National Security Complex 602 Scarboro Road Oak Ridge, TN 37830 United Cleanup Oak Ridge, LLC (UCOR) Cleanup Contractor East Tennessee Technology Park 701 Scarboro Road Oak Ridge, TN 37830

Oak Ridge Associated Universities ORISE Contractor 100 ORAU Way Oak Ridge, TN 37830

TBD



TOTAL Grant Contract Amount 99,395.63 0.00 0.00 0.00 0.00 \$99,395.63 TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric. Non-competitive Selection Budget Officer Confirmation: There is a balance in the CPO USE - GG appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Scott Grammer \ MKH Speed Chart (optional) Account Code (optional) EN00022586/32738

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND ANDERSON COUNTY GOVERNMENT

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

Grantee Edison Vendor ID # 0000004147

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. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the States Grant Management System ("GMS").
- A.3. The Grantee shall perform a Phase I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 10 Van Hicks Rd. The ESA must be conducted by a qualified environmental professional and must include a thorough investigation of the property's historical and current uses.
- A.4. Once completed, the Grantee must submit the Phase I ESA to its assigned VOAP project manager and in GMS.
- A.5. The Grantee shall perform a Phase II I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 10 Van Hicks Rd. The ESA must be conducted by a qualified environmental professional.
- A.6. Once completed, the Grantee must submit the Phase II ESA as well as any associated documentation, such as field notes, photographs, boring logs, laboratory reports, tables, or figures, to its VOAP project manager and in GMS.
- A.7. 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 c. and d., below);
 - b. the State grant proposal solicitation and grant manual as may be amended, if any;
 - the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications; and
 - d. the Grantee's Schedule of Activities (Attachment C) and as may be amended.

B. TERM OF CONTRACT:

- B.1 This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. <u>Term Extension</u>. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Ninety-Nine Thousand Three Hundred Ninety-Five Thousand and Sixty Three Cents (\$99,395.63). 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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee Division of Remediation, BRAG 500 James Robertson Parkway Davy Crockett Tower, 7th Floor Nashville, TN 37243

- 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 Environment and Conservation, Division of Remediation
- (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:
 - 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 in the 'Schedule of Activities' and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements. 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. <u>Budget Line-items</u>. 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 ten percent (10%) 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. <u>Disbursement Reconciliation and Close Out</u>. 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 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. <u>Cost Allocation</u>. 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. <u>Payment of Invoice</u>. 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. <u>Prerequisite Documentation</u>. 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).
- D.3. <u>Termination for Convenience</u>. 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. <u>Termination for Cause</u>. 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. <u>Subcontracting</u>. 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.

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:

Jaime Thompson, Grants Program Manager Division of Remediation 500 James Robertson Parkway Davy Crockett Tower, 7th Floor Nashville, TN 3724Jaime.Thompson@tn.gov 615-532-0922

The Grantee:

Terry Frank, Mayor Anderson County Government 100 North Main Street, Ste 208 Clinton, TN 37716-3687 tfrank@andersoncountytn.gov Telephone # (865) 457-5400

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. <u>Subject to Funds Availability</u>. 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. <u>Nondiscrimination</u>. 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.
- D.11. <u>HIPAA Compliance</u>. 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.
 - 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. <u>Public Notice</u>. 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. <u>Licensure</u>. 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 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. <u>Progress Reports</u>. 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*.

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. <u>Strict Performance</u>. 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. <u>Limitation of State's Liability</u>. 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 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. <u>Tennessee Department of Revenue Registration</u>. 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. <u>Charges to Service Recipients Prohibited</u>. 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. <u>State Interest in Equipment or Motor Vehicles</u>. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. 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). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest

pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
 - b. Vehicle identification number:
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase:
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the

- parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.28. <u>State and Federal Compliance</u>. 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
- 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. <u>Completeness</u>. 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. <u>Severability</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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. <u>Debarment and Suspension.</u> 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. <u>State Sponsored Insurance Plan Enrollment.</u> 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.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. 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. <u>Transfer of Grantee's Obligations</u>. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,	
ANDERSON COUNTY GOVERNMENT:	
GRANTEE SIGNATURE	DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)		
DEPARTMENT OF ENVIRONMENT AND CONSERVATION:		
DAVID W. SALYERS, P.E., COMMISSIONER	DATE	-
DAVID W. SALYERS, P.E., COMMISSIONER	DATE	
DAVID W. SALYERS, P.E., COMMISSIONER	DATE	

ATTACHMENT A

Page 1

GRANT	BUDGET						
Investigation of brownfield sites The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following							
EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT				
Salaries, Benefits & Taxes	0.00	0.00	0.00				
Professional Fee, Grant & Award ²	99,395.63	0.00	99,395.63				
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 ²	0.00	0.00	0.00				
Insurance	0.00	0.00	0.00				
Specific Assistance To Individuals	0.00	0.00	0.00				
Depreciation ²	0.00	0.00	0.00				
Other Non-Personnel ²	0.00	0.00	0.00				
Capital Purchase ²	0.00	0.00	0.00				
Indirect Cost	0.00	0.00	0.00				
In-Kind Expense	0.00	0.00	0.00				
GRAND TOTAL	\$99,395.63	0.00	\$99,395.63				

¹ 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).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD		AMOUNT
Phase I all properties		30,000.00
Asbestos		25,487.50
Lead- Based Paint Testing		26,300.00
Phase II- 148 Carver		12,875.00
Admin		4,733.13
	ROUNDED TOTAL	\$99,395.63



Application Type: DOR - Brownfield Redevelopment Area Grant - Investigation

Purpose and Overview

Grant Overview

In 2023, the Tennessee General Assembly authorized the Tennessee Department of Environment and Conservation (TDEC) to establish the Brownfield Redevelopment Area Fund, to support a state-administered brownfield grant program for identification, investigation, and remediation to encourage the redevelopment of brownfields¹. The fund also promotes conservation of Tennessee's agricultural, recreational, and open space lands by encouraging environmentally sound redevelopment of properties blighted by real or perceived contamination. Through this fund, TDEC administers the **Brownfield Redevelopment Area Grant (BRAG)**, which is described in this grant manual.

TDEC may award grants to eligible entities for the identification, investigation, or remediation of brownfield sites. Grants may also cover reasonable administrative expenses, not to exceed 5% of any grant awarded, relative to the redevelopment of brownfield sites. Grant funding is capped at five hundred thousand dollars (\$500,000) from the fund in a fiscal year for each eligible entity. Applicants must demonstrate how their project will improve or enhance the identification, investigation, or remediation of a site, to encourage the redevelopment of brownfield properties in their communities.

Project Types

To support BRAG's purpose of supporting identification, investigation, or remediation activities, TDEC will award grants for the *identification, investigation, and remediation* of brownfield sites across the state. These three project types are highlighted below and described in detail throughout the manual.

Proj ect Type	Description	Maxim Contr um act Grant Term Funding
Ident ificat The creation of an inventory of brown ion	ifield sites, which may span multiple locations.	12 \$20,000 mont hs
Investigation Conducting a Phase I Environmental current ASTM E-1527 standard; a Phase I Environmental current E-1527 standard; a Phase I Environmental	Site Assessment (ESA) in accordance with the ase II Environmental Site Assessment conducted in 1903 standard; or other environmental investigation eanup Alternatives (ABCA).	24 \$100,000mont hs
types of demolition performed at a br	te, or dispose of hazardous substances, pollutants, educts, at a brownfield site. This may include certain cownfield and the installation or upgrade of the at is necessary to make a brownfield property usable	24 \$500,000mont hs

For FY24, eligible entities may submit multiple applications through BRAG and must select from the project types listed above. Each eligible entity may submit one* application per project type for up to three total applications (one identification, one investigation, and one remediation). Eligible entities may be awarded



multiple grants but cannot receive a total of more than \$500,000 in BRAG funds for a given fiscal year. Additionally, eligible entities must complete the contract term or the activities within active contracts prior to submitting a BRAG application for a new project under that same project type. TDEC expects to open applications through BRAG on an annual basis.

*Development districts and development boards encompassing numerous counties and municipalities may apply for multiple grants under the identification project category to cover identification activities across their jurisdiction.

¹T.N. Leg. Assemb. Reg. Session 2023., Public Acts of 2023, Pub. Chp. 86, pc0086.pdf (tnsosfiles.com)

Timeline, Eligibility & Funding

Timeline

The application window closes May 1st, 2024.

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion, upon written request. Awards for this grant cycle are subject to available funds and awarded at the discretion of TDEC.

February 2024: Application Window opens

April 2024: Proposal Submission Deadline; begin review and processing of applications.

June 2024: Awards announced

August 2024: Execute grant contracts

Funding

Of the available BRAG program funds, no more than \$500,000 may be awarded to any one eligible entity in each fiscal year. If for any reason the funds become unavailable, TDEC may cancel any awarded BRAG program contracts or award announcements.

BRAG Funding

The total amount of funding available for BRAG in FY24 is \$5 million. TDEC is not designating a certain proportion of the available funding by project type. Rather, TDEC will assess all proposals to determine which projects to fund. Please note that TDEC may select all or part of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

All grants will be awarded through a grant contract, which may include terms and conditions other than those found in this manual. Full execution and acceptance of a complete, valid grant contract is required before funds can be allocated to a grantee. TDEC has the sole discretion to terminate awarded grant contracts, refuse to allocate funds, or require a refund of funds from grantees if sufficient progress or compliance has not been demonstrated through required reporting.



*No reimbursable work shall begin on grant projects until an executed contract has been signed by all parties.

Match Requirement

For FY24, there is no match requirement for BRAG proposals. However, grantees of investigation and remediation projects are required to enroll the brownfield redevelopment area in the <u>Brownfield Voluntary Cleanup Oversight and Assistance Program</u> (VOAP) and pay the associated <u>schedule of fees</u>. These fees may be considered grant expenses (reimbursable) for Tier 3 or Tier 4 counties, utilizing the Department of Economic and Community Development's <u>Tennessee Jobs Tax Credit Enhancement County</u> designation. Tier 1 and Tier 2 counties cannot utilize BRAG funds for VOAP fees and must agree to pay these fees through other means.

Administrative Use of Funds

Up to 5% of a grant applicant's total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award.

Procurement and Reimbursement

All activities and procurements funded through the BRAG program are required to follow State of Tennessee procurement standards and requirements, or equivalent local policy (whichever is more stringent). When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis whenever possible, including using competitive bidding procedures.

The BRAG funding will be provided to grantees through requests for payment for costs incurred. A request to receive funding for eligible expenses must be submitted through TDEC's <u>Grants Management System</u> (GMS). Supporting documentation will be required to substantiate the costs requested for funding, which may include purchase orders, pay requests, invoices, and/or proof of payment.

The first request for funding submitted to TDEC shall include proof of costs incurred, including all applicable purchase orders, pay requests, invoices, and proof of payment. This first request shall not be for more than 50% of the total grant award. Subsequent requests for funding submitted to TDEC shall include any applicable purchase orders, pay requests, invoices, and proof of payment. Grantees may only request up to 80% of the reimbursement of grant funds until all applicable deliverables outlined in the grant contract have been received and approved by TDEC.

Ineligible Expenditures

Eligible uses of funds are described for each project type in that relevant section. Below is a list of *ineligible expenditures* across all project types:

- 1. Conducting environmental assessment activities not part of a Brownfield Voluntary Agreement (BVA).
- 2. Monitoring and collecting data necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.

Application Summary

- 3. Performing construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility).
- 4. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
- 5. Cost sharing or matching funds for another federal grant.
- 6. Paying a penalty or fine.
- 7. Using BRAG funding to fund a community or municipal grant program.
- 8. Property acquisition.
- 9. Costs associated with activities conducted prior to the grant period.
- 10. Costs associated with activities that cause the loss of greenspace in the community, as defined in the Definitions section.

Applications may be considered ineligible under the following conditions:

- 1. The application is incomplete at the close of the application window.
- 2. BRAG funds requested exceed \$500,000.
- 3. The timeline, budget, and scope of work proposed are not plausible as determined by the State in its sole discretion.
- 4. Proposed project causes a loss of greenspace in the community.
- 5. Proposal involves properties listed as Federal Superfund (National Priority List or NPL) sites, RCRA-permitted, or Interim-status facilities, or properties where the applicant is named in a federal or state enforcement action pertaining to that property.

Submission Guidelines

Each application should describe a single project that falls under a project type (identification, investigation, or remediation). *Eligible entities may only submit one application for each project type (identification, investigation, and remediation) to the BRAG program for FY24, for a total of three applications*. Development districts encompassing several counties may submit multiple applications under the identification project category so long as the total amount of BRAG funding requested by the development district does not exceed \$500,000. Each eligible entity may not receive more than \$500,000 in BRAG funding for FY24.

Grant applicants must register through TDEC's Grants Management System (GMS), and all applications must be submitted electronically to be considered. Applicants must demonstrate that their proposal meets all eligibility requirements. Applications will be scored and awarded in a competitive manner. Submission of a complete application does not guarantee that the applicant will receive a grant.

Grant applicants are required to have a full and complete application submitted by the application solicitation closing. TDEC will rank and review applications based on the information included in the application at the time of submission. Incomplete applications will not be considered for funding.

Eligibility

Grant Applicants

Grant applicants must be an *eligible entity*, as described in the Definitions section. Applicants must be in full compliance with all other environmental requirements in Tennessee, and the applicant must not be subject to

Application Summary

any current enforcement action from any state or federal environmental agency unless such enforcement action is, in the opinion of the Commissioner, adequately resolved with the applicable agency. Entities with consent orders are not prohibited from participating in the program. Further, the entity must be in compliance with Title VI of the Civil Rights Act of 1964 and be able to pass a pre-award Title VI audit.

Properties

Eligible entities must demonstrate they have legal access to the extent necessary to the project sites in order accomplish the proposed project scope of work. Properties which are listed as Federal Superfund (National Priority List or NPL) sites, RCRA permitted or Interim-status facilities or properties involved in or targeted for any federal or state enforcement action (i.e., Commissioner's Order) are prohibited from participating in the BRAG. Properties that are regulated by the Division of Underground Storage Tanks or by the Dry Cleaner's Environmental Response Program (DCERP) may be eligible on a case-by case basis.

Investigation grant applications may include multiple properties; however, each property must be clearly identified. Properties that contain more than one parcel are eligible to apply as one property, but the parcels must be contiguous. Parcels separated only by a street, alley, or railroad track will be considered contiguous. The property being investigated must be enrolled or enroll in VOAP within thirty days of the grant contract being executed to be eligible for receiving BRAG funds. Multiple sites may be submitted in the Investigation grant category, with the total cumulative budget of all sites not exceeding \$100,000. If an applicant submits multiple sites, the applicant must identify which site is the priority. If an applicant fails to identify the priority site, their application may be disqualified.

Contract Term and Funding

The contract term for investigation grants is twenty-four months. Extensions may be approved on a case-by-case basis at TDEC's sole discretion. The maximum funding available for an investigation grant is \$100,000.

Additional Considerations

Monitoring and Oversight

It is incumbent on all grantees to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- · Reviewing invoices;
- · Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with; and
- Providing project management of the projects to ensure timelines and milestones are being met.

Public Record

Any information affiliated with the solicitation for the State of Tennessee's BRAG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant,

Application Summary

applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7- 503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

Certification

At its sole discretion, TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application:
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations).

The above list is not exhaustive, and TDEC may elect not to award funds for other reasons deemed by TDEC to be necessarily disqualifying in order to uphold the integrity of the BRAG program.

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title
 VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and the
 applicant has either adopted and implemented these elements of compliance or has agreed to adopt and
 implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as the satisfaction of and adherence of any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training if TDEC requests;
- The applicant has read and understands the reporting requirements, and the applicant agrees that it will
 comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4;
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency; and
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within thirty days of an executed and signed contract.

Selection Criteria

Application Summary

Proposal Review

TDEC will assemble a panel of subject matter experts to review all complete and eligible grant applications, including supporting documentation. The review panel will rank applications according to the selection criteria identified in this grant manual. Identification, investigation, and remediation grants will have different selection criteria. Applications within a given project type will be ranked relative to other proposals within that same project type. TDEC will not begin reviewing applications until the application solicitation is closed and all applications are received. Applications will be evaluated on the data provided; therefore, complete applications are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application.

The assessing panel will recommend funding proposals based on the evaluation of the scoring criteria, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may in its sole discretion award fewer grants than the authorized funding level. Applications may be partially funded based on a revised scope and budget agreed upon by the applicant(s) and TDEC. Final funding decisions will be approved by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not selected for award may request feedback on their application by submitting a written request to the Division of Remediation at TDEC.Brownfields@tn.gov within ten days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

Selection Criteria

Applications will be reviewed and ranked to identify which proposals are funded. Within each row (section) of the scoring rubric, a proposal will receive a score ranking from zero to the maximum points available, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Proposals that submitted information for multiple sites will have each site individually ranked according to the scoring criteria below. The following is the selection criteria for investigation grants:

Download Selection Criteria

Resources and Contact



For Reference:

Definitions

TDEC Brownfield Grants and Resource

TDEC Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP)

TDEC Brownfield VOAP Fee Structure

Tennessee Jobs Tax Credit Enhancement County Map

Program Contact:

Please email <u>TDEC.Brownfields@tn.gov</u> for technical questions throughout the application and award process. All other communications (regular mail, express mail, electronic mail), concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation Division of Remediation Brownfield Area Redevelopment Grant Program William R. Snodgrass Tennessee Tower 312 Rosa L. Parks Avenue, 14th Floor Nashville, TN 37243 TDEC.Brownfields@tn.gov

Grant applications will only be accepted through the Grants Management System (GMS). Grant applications will not be accepted through regular mail, express mail, or electronic mail. Applicants may communicate with TDEC via the email identified above to ask clarifying questions about the BRAG program. As a competitive grant opportunity, applicants should understand that TDEC staff cannot give advice on specific applications or projects and must maintain a fair and impartial process.

Following the close of the application period, all communications concerning this application and award process can be completed through the Grants Management System (GMS).

Post Award

Application Summary

Post Award Information NOTE: These requirements must be fulfilled ONLY IF the application has been approved.

Activities

The following is a list of allowable actions under an investigation grant. Other expenses may be allowable but would require prior approval by TDEC.

- 1. Preparing a Phase I and Phase II Environmental Site Assessment(s) document(s).
- 2. Preparing an Analysis of Brownfields Cleanup Alternatives (ABCA).
- 3. Site assessment and characterization of the project site.
- 4. Development of a corrective action plan, for example, a soil management plan.
- 5. Development of a groundwater corrective action system.
- 6. Program enrollment and oversight costs under VOAP

Deliverables

Grantees are responsible for accomplishing and submitting deliverables to TDEC as follows:

- 1. Within 30 days of an executed contract, the grantee must enroll the site(s) in VOAP and submit enrollment verification via GMS.
- 2. The grantee must provide the Phase I Environmental Site Assessment(s) document(s) to the assigned VOAP Project Manager.
- 3. If conducting a Phase II, the grantee must provide the Phase II Environmental Site Assessment(s) document(s) including documentation such as field notes, photos, boring logs, laboratory reports, tables, figures, etc., as appropriate.
- 4. The grantee must provide any other reports, laboratory data, or other project documentation developed utilizing grant funds.

Grantees may contract services to complete the items listed in the deliverables section. No more than 5% of the grant budget may be used toward administrative purposes.

Reporting Requirements

Quarterly, grantees must submit a status report to TDEC, including all project progress, deliverables met (including final environmental reports), and a budget expenditures-to-date analysis. Grantees will also be required to complete and submit a final report at the end of the contract term. Grantees should include documentation of any activities occurring during that quarter as a part of this report.

Additional Criteria



TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

- 1. Whether the population of the town/city of the site is 10,000 or less.
- 2. Public interest or community support for the reuse of the property.

The City of Oak Ridge and the Oak Ridge Housing Authority work hand-in-hand to address housing needs. The City of Oak Ridge recognizes the need for affordable housing, which is evidenced by the on-going PILOT agreement which reduces property taxes at housing authority properties and when the City sold the Scarboro land to ORHA at a nominal price for housing development. During recent community engagement and design charrettes, multiple city staff members attended and participated in the process. Additionally, the Planning Commission has recommended approval for the re-zoning of the site. There is strong public interest and City support.

Oak Ridge Housing Authority and its development partner, Collaborative Housing Solutions, along with their architectural team, oversaw multiple listening sessions, community design charrettes, and meetings with community stakeholders to create a vision that collectively addresses the reuse of this vacant land, including solutions for housing needs and goals, design priorities, and preferences of the Scarboro neighborhood residents. The community meetings began in March 2023, while the design charrette meetings commenced in August 2023. The dates of the community meetings were March 16, April 6, July 6, and November 2, 2023. The goal of the meetings was to seek community input and feedback on the key elements of the redevelopment and site plan. The conceptual site plan reflects the input on material topics such as access to the site, a mix of rental and homeownership uses, buffers with surrounding neighbors, aesthetic design, and relocation of the on-site air monitoring station.

1b_Scarboro_Planned_Unit_Development_-_General_Information.pdf

286.3 KB - 05/06/2024 7:25 PM

Oak_Ridge_LIHTC_Devs_Description_3_22_24.pdf

606.5 KB - 05/07/2024 5:25 PM

Total Files: 2

Title VI Compliance



The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: 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 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Not Sure

Compliance with Title VI is required before receiving funding. Please notify the Applicant Organization of their need to complete the Title VI application before submitting this application.

If a Title VI Application needs to be opened for your Organization, please contact TDEC.Grants@tn.gov.

General Information

Organization Profile

Organization: Anderson County Type: County Government Primary Contact: Terry Frank

Address: 100 North Main Street, Clinton, TN 37716-3687

Address Two:

Email: tfrank@andersoncountytn.gov

Phone: (865) 457-5400

Website: https://andersoncountytn.gov/

Application Summary

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance here.

O Yes

O No

O I'm Not Sure

Fiscal Year End Date

When day of the year does your organization's Fiscal Year end?

Application completed by

Name: Jill Cromartie

Personal Address: 2107 N Decatur Rd, Decatur, GA 30033

Personal Address Two: #837

Personal Email: jill@collaborativehousingsolutions.com

Personal Phone: 770-256-2259

Please specify which county the project will be primarily located:

Anderson

Grant Contact

If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

Project Contact Name: Executive Director Phone: (865) 482-1006

Email: mcatron@orha.net Mailing Address: 10 Van Hicks Rd

City: Oak Ridge State: Tennessee

Zip: 37830

Proprietary Information

County(ies) Served

Select al	ll that apply									
Ander son	Carter	David son	Giles	Hawki ns	Johns on	Madison	Moore	Roane	Sullivan	Wayne
Bedfo rd	Cheath am	Decat ur	Graing er	Haywo od	Knox	Marion	Morg an	Robert son	Sumner	Weakl ey
Benton	Chester	Dekalb	Greene	Hender son	Lake	Marshall	Obion	Ruther ford	Tipton	White
Bleds oe	Claibor ne	Dicks on	Grundy	Henry	Lauder dale	Maury	Overt on	Scott	Trousd ale	Willia mson
Blount	Clay	Dyer	Hambl en	Hickm an	Lawre nce	McMinn	Perry	Sequat chie	Unicoi	Wilson
Bradl ey	Cocke	Fayet te	Hamilt on	Houston	Lewis	McNairy	Picke tt	Sevier	Union	
Camp bell	Coffee	Fentr ess	Hanco ck	Hump hreys	Lincoln	Meigs	Polk	Shelby	Van Buren	
Cann on	Crockett	Frank lin	Harde man	Jackson	Loudon	Monroe	Putn am	Smith	Warren	
Carroll	Cumber land	Gibson	Hardin	Jeffers on	Macon	Montgo mery	Rhea	Stewart	Washin gton	

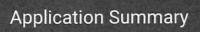
Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

31402

Federal Employer Identification Number (FEIN) 62-0922697

Budget and Attachments





Budget Worksheet

Policy 03 Object Line- item reference	Expense Object Line- item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$99,395.63	\$0.00	\$99,395.63
5, 6, 7, 8, 9, 10	Supplies,Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	Grant Total	\$99,395.63	\$0.00	\$99,395.63

Budget Line Item Details Budget Line Item Detail

Professional Fee, Grant and Award	Amount	
Phase I all properties	\$30,000.00	
Asbestos	\$25,487.50	
Lead- Based Paint Testing	\$26,300.00	
Phase II- 148 Carver	\$12,875.00	
Admin	\$4,733.13	
	\$0.00	
	\$0.00	
	\$0.00	



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	\$0.00
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\$99,395.63	
Interest	Amount
	\$0.00
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	\$0.00
\$0.00	
Depreciation	Amount
	\$0.00
	\$0.00
	\$0.00



	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	
Other Non-Personnel	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	
Capital Purchase	Amount
	\$0.00



	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	
Salaries, Benefits and Taxes	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

\$0.00

Travel, Conferences	Amount	
	\$0.00	
	\$0.00	

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00



\$0.00

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	
Indirect Costs	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
40.00	\$0.00
\$0.00	
In Kind Expenses	Amount

\$0.00 \$0.00



\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Supplies	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$0.00	

Additional Budget Upload

Partner Information

Partner Information

Application ID	Organization	Contact Name
2024-11259	Anderson County	
2024-11259	Anderson County	

1-2 of 2

1-1 of 1

Project Information

General Proposal Information

Project Address(es)

Applicati on ID	Organizati on	Project Title	Street Address	State	Zip	County	County Tier
2024-112 59	Anderson County	Oak Ridge Housing Authority Portfolio	10 Van Hicks Rd	Tennes see	378 30	Ander	Tier 2

Grant Funding Requested

As an Investigation Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

\$100,000.00

VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

Certification

Application Summary

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title
 VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and
 applicant has either adopted and implemented these elements of compliance or has agreed to adopt and
 implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name Jill Cromartie

Date 05/07/2024

Authorized Signatory

The current approved signatory for Anderson County and all things related to this grant is Terry Frank.

If the individual listed above is no longer with the organization, please reach out to TDEC.Grants@tn.gov with the new information.



Please select the correct response below

- I agree that the above regarding the approved signatory is correct.
- The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- The above information is not correct, additional signers are needed. I will upload the additional signer information below.

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name Title Phone Date Signed Email Name of Person Granting Authorization to Certify

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

Self Debarment Verification

Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.

Search for your organization to confirm that you are not on the Debarment List by going to System for Award Management (SAM)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

Even if there are no search results, you still must upload a pdf showing your search results.

Sam_gov_No_Exclusion_Confirmation_Housing_Authority_of_Oak_Ridge.pdf 285.8 KB - 05/07/2024 5:23 PM

Sam_gov_No_Exclusion_Confirmation_Oak_Ridge_Housing_Authority.pdf

285.7 KB - 05/07/2024 5:23 PM

Total Files: 2

What name was searched?

Oak Ridge Housing Authority, Housing Authority of Oak Ridge

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.



Name of person who searched the SAM system Jill Cromartie

Date 05/07/2024

Contract

Maximum Liability Amount: \$9 Original Maximum Liability

9, Amount:

39

5.

63

Maximum Liability - Written Dollar Amount

Example: Nine Thousand One

Hundred Dollars

Project Scope of Services Phase I and Phase II

Ninety-Nine Thousand Three Hundred Ninety-Five Dollars and Sixty Three Cents

Pre-Executed Contract

Does this award fall under a Delegated Grant Authority (DGA) contract? No

Select one of the following Recipient

Agency Tracking Number: 32701-25-251

Contract Number:

Edison ID:

Contractor Legal Entity ANDERS

ANDERSON COUNTY GOVERNMENT

Name:

Edison Supplier ID: 0000004147



Speed Chart:

CFDA Number:

Date Sent to TDEC 11/

Contracts for Review:

11/13/2024

Date contract sent to

11/18/2024

grantee for signature:
Grantee Contract Signature

Received Date:

Executed Contract

6 Months Left Date (180

Days):

Amendments

Amendment Number (Written Out)

Numerical Number

Amendment Purpose and Effect

Amendment Increase or Decrease Amount (\$)

Date Amendment

Requested:

Approved and Sent to

Grantee:

Amendment Returned Date:

Amendment Executed

Date:



Executed Amendment Upload

Extensions	
Date Extension Requested:	
Extension Approved and Sent to Grantee:	
Extension Returned Date:	
Extension to DFS Date:	
Extension Execution Date:	
Executed Extension Upload	
General Correspondence	
General Correspondence Comments	
ignature	
Date	

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Search Editor	

e.g. 123456789, Smith Corp

"housing authority of oak ridge" ×

Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates
Reset ♦



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4

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Simple Search	Search Editor	
Any Words (i) All Words Exact Phrase		

e.g. 123456789, Smith Corp

"oak ridge housing authority"

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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Attachment C

Scopes of Work

Oak Ridge Redevelopment

Site	Phase I	Phase II
219A S Dillard Lane (Scarboro)	October/November 2024	December 2024*
76 Honeysuckle Ln	October/November 2024	N/A
10 Knoll Ln	October/November 2024	N/A
173 Wade Ln	October/November 2024	N/A

^{*}Potential REC

Oak Ridge Preservation

Site	Phase I	Phase II
10 Van Hicks Rd	November 2024	December 2024
12 Joel Lane	November 2024	December 2024
10 Irene Lane	November 2024	December 2024
132 LaSalle Road	November 2024	December 2024



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

January 15, 2025

Commissioner Tyler Mayes Chairman, Anderson County Board of Commissioners,

RE: Mayor's Report

Chairman Mayes and Honorable Members of Commission,

The auction referenced in item 5 did not close until a few minutes before the agenda deadline. We are working on the final list that met minimum bids, therefore requiring no commission approval.

There are 3 properties that did not meet the minimum. Those are:

- Lovely Bluff Road 019A A 008.00 Rocky Top High Bid \$750 Min. \$1,903.67
- 2. 418 Biddle Lane 018C A 021.00 Rocky Top High Bid \$20,000 Min. \$25,290.68

(Delinquent Tax Committee set min, but taxes owed are: \$12,645.34)

3. 137 Hunley Dabney Lane 054 002.00 Clinton High Bid \$14,000 Min. \$19,993.48 (Delinquent Tax Committee set the min, but taxes owed are: \$9,996.74)

My recommendation is to accept all three bids and close the sales.

As soon as we have the full list of final sales, we will distribute. I apologize that list won't be ready in time for the agenda deadline.

Sincerely,

Terry Frank

ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

January 9, 2025

PAGE NO.	ITEM NO	D. FUND - DEPARTMENT		AMOUNT
Group 1 Finan	сіаі кер	Cash & Fund Balance, Sales Tax, ARPA and Grant Reports		
Group 2 Purch	nasing C	Contracts & Surplus Vehicles - Legal Review - Commission Approval		
1	Α	State of TN, Office of Aging, Contract #25-0070 A1		
1	В	Cannon EMA, Contract #25-0091		
2	С	RaeLee Belle Inc, DBA Dominos, School Nutrition, Contract #25-0093		
2	D	State of TN, Health Department, Contract #23-0088 A1		
2	Ε	HIS Security, Office on Aging, Contract #25-0094		
2		5 Surplus Vehicles, 4 Fleet & 1 Sheriff		
Group 3 Cons	ent Agei	nda - Transfers (No Commission Action Necessary)		
3	1	General Fund 101 - Register of Deeds	\$	2,200.00
3	2	General Fund 101 - Finance	\$	6,500.00
3	3	General Fund 101 - Property Assessor	\$	10,221.00
4	4	General Fund 101 - EMS	\$	15,500.00
4	5	General Fund 101 - EMS	\$	6,887.00
5	6	General Fund 101 - General Session Judges	\$	1,500.00
5	7	Fund 263 - Self Insurance	\$	315,000.00
5	8	General Fund 101 - Sheriff's Department	\$	8,305.00
6	9	Fund 141 - School Maintenance	\$	40,000.00
6	10	Fund 141 - School Maintenance	\$	10,000.00
Group 4 - App	ropriatio	ons - School (Commission Approval by Board Vote)		
6	11	Fund 141 - Fiscal Services	\$	100,000.00
7	12	Fund 141 - Fiscal Services	\$	462,705.00
Group 5 - Tran	sfers - S	School (Commission Approval by Board Vote)		
7	13	Fund 141 - Fiscal Services (Major Line Item)	\$	428,130.00
8	14	Fund 141 - Fiscal Services (Payroll, Major Line Item)	\$	102,895.30
Group 6 - App	ropriatio	ons - NonSchool (Commission Approval by Board Vote)		
8	15	Fund 131 - Highway	\$	300,000.00
8	16	General Fund 101 - Animal Care & Control	\$	10,000.00
9	17	General Fund 101 - EMS	\$	6,077.00
9	18	General Fund 101 - EMS	\$	3,447.62
Group 7 - App	ropriatio	ons - General Fund Unassigned Fund Balance (Commission Approval	by Boa	rd Vote)
Group 8 - Tran	sfers - I	NonSchool (Commission Approval by Board Vote)		
10	19	General Fund 101 - EMS (Payroll)	\$	50,000.00
Group 9 - Misc	ellaneo	us		
11	Α	Veteran;s Officer/Commission Referral		Motion Passed
11	В	Election Administrator		Motion Passed
11	С	Budget Calendar and Guidelines		No Action
11	D	New Business		NA
11	E	Unfinished Business		NA

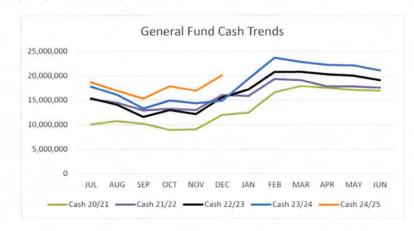
Group 10 - Addional Items not discussed during budget committee (requires 3/4 majority vote)

ANDERSON COUNTY GOVERNMENT CASH AND FUND BALANCE REPORT December 31, 2024

			NON-	F	RESTRICTED	c	OMMITTED	ASSIGNED	U	NASSIGNED		TOTAL	
FUND	DESCRIPTION	SP	ENDABLE		FUNDS		FUNDS	FUNDS	FU	ND BALANCE	FU	ND BALANCE	CASH
101	General Fund	\$	-	\$	2,243,003	\$	518,537	\$ 4,593,721	\$	11,673,915 *	\$	19,029,176	\$ 20,138,171
115	Library Fund	\$	-	\$	269,205			\$ -	\$	-	\$	269,205	\$ 341,752
116	Solid Waste/Sanitation Fund	\$	-	\$	715,964	\$	-	\$ -	\$	-	\$	715,964	\$ 881,189
121	American Rescue Plan												\$ 3,557,541
122	Drug Control Fund	\$	-	\$	148,377	\$	8,754	\$ -	\$	-	\$	157,131	\$ 160,215
127	Channel 95 Fund	\$	-	\$	-	\$	-	\$ 55,114	\$	-	\$	55,114	\$ 50,349
128	Tourism Fund	\$	-	\$	438,618	\$	233,650	\$ 100,000	\$	-	\$	772,268	\$ 1,087,485
131	Highway Fund	\$	75,128	\$	269,737	\$	1,601,902	\$ -	\$	-	\$	1,946,767	\$ 3,864,860
141	General Purpose School Fund	\$	-	\$	-	\$	10,676,669	\$ -	\$	-	\$	10,676,669	\$ 15,855,779
143	Central Cafeteria	\$	88,414	\$	4,454,127	\$	-	\$ -	\$	-	\$	4,542,541	\$ 4,232,757
151	General Debt Service Fund	\$	-	\$	971,129	\$	-	\$ -	\$	-	\$	971,129	\$ 1,903,534
152	Rural Debt Service Fund	\$	-	\$	673,967	\$	-	\$ -	\$	-	\$	673,967	\$ 1,107,648
156	Education Debt Service Fund	\$	-	\$	128,972	\$	-	\$ -	\$	-	\$	128,972	\$ 804,692
171	Capital Projects Fund	\$	-	\$	482,565	\$	-	\$ -	\$	-	\$	482,565	\$ 700,992
177	Education Capital Projects Fund		••••••	\$	954,077	\$	-	\$ -	\$	-	\$	954,077	\$ 1,217,770
263	Employee Benefit Fund	\$	30,555	\$	-	\$	-	\$ 961,103	\$	-	\$	991,658	\$ 685,418
		\$	194,097	\$	11,749,741	\$	13,039,512	\$ 5,709,938	\$	11,673,915	\$	42,367,203	\$ 56,590,152

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

	Cash Trends December
Cash 20/21	12,021,798
Cash 21/22	16,064,200
Cash 22/23	15,520,868
Cash 23/24	14,895,472
Cash 24/25	20,138,171



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%
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%
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	6%
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%
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%
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%
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%
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	-5%
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	4%
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	4%
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%
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	3%
Totals:	\$6,071,183.68	\$11,192,202.58	\$1,181,065.62	\$539,681.48	\$28,813,807.25	\$1,457,832.10	\$630,946.58	\$49,886,719.29	4%
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	\$512,025.95	\$802,463.06	\$101,803.19	\$46,608.41	\$2,597,731.30	\$137,204.98	\$52,173.02	\$4,250,009.91	17.3%
October	\$497,462.45	\$887,229.76	\$100,691.60	\$41,831.66	\$2,353,123.16	\$126,512.93	\$63,185.12	\$4,070,036.68	8.9%
November	\$506,343.21	\$953,771.87	\$99,110.32	\$48,467.91	\$2,527,615.95	\$126,803.66	\$47,951.78	\$4,310,064.70	3.4%
December									
January									
February									
March									
April									
May									
June									
Totals:	\$2,518,851.42	\$4,375,111.71	\$512,182.47	\$229,231.57	\$12,664,128.13	\$639,630.51	\$245,301.74	\$21,184,401.55	
		\$6,000,000 \$5,500,000 \$5,000,000 \$4,500,000 \$4,000,000 \$3,500,000 \$3,000,000 \$2,500,000 \$2,000,000 \$1,500,000			Secenties British	Juard March April	west the		

			\$ 2,915,128.46	\$ 13,221,205.69	ST-PEE'9E1'ST 5		
		in Progress	00.000,61 2	1. 1 a	14,000 00	Blockhouse Valley Recycling Center	Ē٧
15/16/505	AES .		00.000.001 \$		00'000'00T 00'000'095	County Auto Purchases	45
17/18/202	AEZ				00'005'95	Blockhouse Valley Recycling Center	10
10/21/202	YES		00'005'95 \$. 3	96 888 30		(10
9/36/3054	237		9E.888,01 \$, , , , , , , , , , , , , , , , , , ,	1.00	Archives Security Cameras	86
8/13/5054	YES		Of.E3E, pf \$	32,716,1 \$	99'082'91	Sheriff's Vehicles FY25	1E
8\19\2024	XES.	teargord ni	86.641,216 2	\$ 256,813.02	00.586,172	EWS Vehicles FYZS	98
8/19/2024	ON		\$ 452,819.10		01 619 77	Auto Purchases	SE
PZ0Z/L1/9	VES		\$ 7,146.00	07.261,831 2	170,281,40	The same of the sa	35
12/18/2023	ON	in Progress	20.554,2 2	26.552,5ES,1 2			11
8/78/2023	KEZ	seargorfi (i)	00.000,403 \$	9		Dents! Clinic Redesign/Relocation/Bidg improvements	
EZOZ/61/9	AES	to Progress	\$ 237,837.12	08.718,761 2	\$6.412,87E	TOEC ARP Water Infrastructure Investment Plan (WilP)	LΖ
2202/51/9	CN	In Progress	\$ \$ \$17.712 P	99'115'005	00 971,726.00	EMS Ambulances for 2 years	b1
7707/51/8	VES	ssargor4 rd	TO'EEL'OE S	65'992'611 5	120,000.00	It infrastructure Needs [6.g., Multi-Factor Authentication]	EI
2/25/5055	AES	in Progress	00'000'057 \$		250,000.00	12 Emergency Broadband Fund Grants -Mf. Comcast	٤
12/16/2024	LES .	ataldmoD	,	SZ:88Z'69V	5 52.882,695	Employee Retention Payments 2024	bb
		Complete		00.000.0EE	. 00 000,0EE	Anderson County Fire Commission Funding for Departments	ÞE
2/20/2024	YES			57.191,52	23,161,25	Parks Bobeat	EE
5/20/2024	S3Y	Complete		00'505'81	18,00,00	Contributions Child Advacesy Center & American Legion	35
ASOS/BE/E	S3X	Complete	<u> </u>			Claxion Area Repeater	OE
ESUS/25/8	SBY	StalgmoD	. <u> </u>	ES.279,E1	E EZ 5/9'E1	EM2 VED.2	62
8/21/2023	AES.	Complete	\$	P1 699'74Z	\$ 17.693,575	ine Department/Rescue Squad Equipment	82
8/57/5053	AES	Complete	5	68.68E,742	\$ 68.68E,7A2	EMS Budget Fund Balance Adjustment (FV2A)	97
E/18/1023	YES	Complete	5	00.000,012	\$ 00.000,812	Isli Medical Services Reas Autoes End Balance Adjustment (FYAR)	57
2/12/5053	AEZ	Complete	5	00'000'057	\$ 00.000,025		20
\$/20/2023	53.4	Stalgmod	š	77'966'ET	\$ \$7.468,E1	STE moof for Room 112 VA	
1/11/5023	YES	Complete	' · · · · · · · · · · · · · · · · · · ·	18,635.00	\$ 00 569 81	Repah Chimes	ΕZ
ZZOZ/ST/8	AES	Cumplete	····	97. PEE'6	\$ 94.4EE.6	Other County Capital Outlay Requests (e.g., \$10k Judges)	22
ZZOZ/51/8	AEZ.	Complete	Ť	00 005 £42	\$ 00.002,872	Oak Ridge Fire Dept. Training Center	77
		Complete	•	00.601,865	\$ 00.605,86E	EMS Stretchers (12)	61
11/51/5052	YES		<u></u>	00 000 541	\$ 00'000'541	Family Justice Center - Building Purchase	18
8/12/5055	ķES	Complete	<u> </u>		\$ 60.696,668	Sheriff's Vehicles for 2 Years	91
8/12/5055	S3Y	Complete	5	E0.64E,668	Marie Company	Other Vehicles on Capital Requests	51
8/12/5055	\$3A	Complete	, ·	00.658,455	2 00.558,655	ABIT mook ust vgolonday t VA	15
2/76/2022	SBY	Complete	. ,	62,581,21	\$ 55.581,21	Sunios Center Kitchen Improvements	ii
2/16/2022	YES	Stalgmod	5	670,200.00	\$ 00,000,018	7	- Öï
8/12/5055	YES	Complete	\$	28.071,210,1	\$ 28.071,910,1	7	6
8/12/5055	S3A	Stalgmod	5	00.000,QE	\$ 00.000,05	Cleaton Sewaring Study	
3/10/5055	SBA	Complete		92,000.00	\$ 00'000'75	County-wide Assessment for Water & Sewer Planning	8
8/12/2022	ON	Complete	Š	10 668,286,1	\$ 10.008,280.1	County Paving Projects - New Eligibility	17
2202/51/8	AEZ	Complete	· į	£9'166'994	5 69 166 994	County Paving Projects	£.
1202/02/6	534	Complete		00'000'SET	S 00'000'SET	Whole Body Scanner for Isli	9
2202/51/8	53A	complete		00.000,085	\$ 00.000,085	Comp/Building/Contents/MotorPool]	5
CCDC/SL/N	VEC	atalones	•	CAS CASA CIDE	, 00 000 001	EMS Budget Fund Balance Adjustment (Worker	
				*	\$ 00.030,EDI	dest Digitized Stotmwater System And Outfall Map	t
2202/12/11	AEZ	Complete		00.030,EQ1		2 binkigancy Broadband Fund Grants (AM Highland Mar 2 mergency Broadband Fund Grants (AM Highland May	1 6
2/33/3033	YES	Complete		P8.8E8,££	\$ \$8.969,11	2 James Hard now - sinamy 69 noisnasa asyulquia	Z
4/18/3052	ON	Complete		87.826.78	\$ 87.828,618		i i
2202/81/6	KΕ2	Complete		82,013,68	\$ 89.610,28	Project Name Pr	
Commission	5501	SUTATE	NOT EXPENDED	3TAG-0T	DETER	amely to the state of the state	ı
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	l	1	14,952,074.00	> I OO ATO COO A	a ; OU DAN DAN OU		1
			TATOT	FIGIBITILIES	SSO1 30N3A	ARPA funding Eligibility Category	1

Account Codes (101 unless	Department	2024-2025 Grant Inventory	Amount of Grant	Amnt of matching funds	Grant begin date	Grant and Date	Fed thru State	State	Fed Direct	Grantor	Indirect Cost Recovery
specified)	L. J Doubl Date Court	TN Certified Recovery Court (TCRCP)	\$ 133,500		7/1/2024	6/30/2025		\$ 133,500			\$ 8,260
53330	Anderson County Drug Court	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJPNOCA	\$ 3,685
53600-FJC	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP	
	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000	1	7/1/2024	6/30/2025	\$ 130,000			OCJENOCA	
53600-VOCA	District Attorney's Office	EMS Equipment Grant	\$ 134,180	3	7/1/2023	9/30/2024	\$.	\$ 134,180		TDH	
4710-790-EMSE1	EMS	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	Marie Commission and the commission of the Commi	and the same of th		TEMA	
54410-499-EMPG	Emergency Management	Emergancy management EMP 3 2023	2 30,100	9 33,700	10/1/2022	- Contract	20000				
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMAIDHS	
	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMAIDHS	
54410-499-DHS	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMAIDHS	
54410-499-DOE	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TOH	
5110-707-SPNMG	1. Company of the second secon	Immunization Funding Grant (awning)	\$ 227,000		7/1/2023	12/31/2024	\$ 227,000			TOH	
55110-707-AWN	Health Department	Relmburse County for Contract employees Salaries	and the same of th	1	7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH	
55190-3000	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TOH	
55160-2001	Health Department	Safety Net Grant for Dental (Emory Valley)	\$ 4,000,000	-	7/1/2024	Commercial and American Company of		\$ 4,000,000	***	TOH	
55160-2001	Health Department	Juvenie Court State Supplement Funds	45,000.00	-	7/1/2024			3 45,000		IDCS	
53500-1000	Juvenile Court			\$ 216,580	M. Maria			\$ 942,020		TDOT	
1900-799-NWDSP		TDOT Oliver Springs 1 of 2		\$ 177,849			\$ 711,396			TDOT	
1900-799-NWDSP		TDOT Oliver Springs 2 of 2	de la company de	3 177,045			\$ 950,900			TDOT	
	Mayors Office	TDOT Old State Circle Bridge	\$ 950,900	1 004 400		-	3 330,300	-	\$ 1,860,000	CONTRACTOR DESCRIPTION OF THE PARTY OF THE P	
	Mayora Office	Globs Ferry Park (FLAP Grant)	An extension over the second or the second of	\$ 201,400	10/15/0000	3/31/2026	\$ 194,000	-	5 1,000,000	CDBG	-
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023		addition a second design and the first pro-	-		TDEC/CDBG	-
91170-791-CDBG1	Mayor's Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020		Marketine Contractor (President Contract			TNEGD	1
No. of Concession, Name of Street, or other Department of the Concession of the Conc	Mayor's Office	Broadband Accessibility Grant (BRC)	\$ 100,000	-	7/1/2024	Charles Annual Control of the Contro	performance in the later was a second			TDEC	-
	Mayors Office	Brownfield Identification Grant	\$ 20,000	A SHAREST WILLIAM CO.	8/1/2024		Million Statement of the Park Control	\$ 20,000	s .	TNDDA	-
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000		11/1/2024			\$ 45,000	5 .	and the second s	-
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)		\$ 379,515	3/3/2021	-	\$ 3,795,149			TDEC	-
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024			\$ 52,100		TDOT	-
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	AND THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PART				TDEC	-
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	Springer and the springer of the springer and the springe	Service and a commence of the service of the servic	age region : constitution of the constitution		ETHRA/ETAAAD	ede-
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 66,576		7/1/2024	6/30/2025	\$ 51,744			ETHRA/ETAAAD	
The last of the la	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2025		\$ 13,005		OCJP	
53310-399-AEM1	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/202	4/30/2025				ETF	
	Sessions Judges	STOP, DV Court	\$ 201,000		7/1/202	9/19/2024	\$ 201,000			OCJP	
53310-DVCC		Governor's Highway Safety Grant	\$ 22,000		10/1/202	9/30/2024	\$ 22,000			TDSHS/ NHSTA	
101-54110	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/202	6/30/2025		\$ 295,707		OCJP	
54230-EBP1	Sheriff's Department	VCIF Collaborative	\$ 1,885,000	AND THE RESERVE OF THE PARTY OF	8/1/202	8/30/2025		\$ 1,885,000		OCJP	\$ 16,90
54110-VCIF2	Sheriff's Department	Sheriff's Office Recruitment and Retantion	\$ 200,000		6/30/202			\$ 200,000		TDCI	
54110-188-SORR1		SRO Grant	\$ 1,275,000		7/1/202	CONTRACTOR OF STREET	-	\$ 1,275,000	1	TDHS	
54110-170	Sheriff's Department	Mental Health Transport	\$ 280,208		7/1/202	AND THE RESIDENCE OF THE PARTY		\$ 280,208		OCJP	
54210-SMHT4	Sheriff's Department	Governor's Highway Safety Grant	\$ 23,800		10/1/202	No. of Concession, Name of Street, Science, Scie	Name and Advanced Property of the Park	adjusted to receive the second		TDSHS/ NHSTA	
101-54110	Sheriff's Department	The state of the s	THE RESERVE OF THE PERSON NAMED IN	Seat Service of Assessment of the service of the se	12/1/202	NAME AND ADDRESS OF THE OWNER, WHEN PERSONS AND ADDRESS OF THE PERSONS AND ADDRESS AND ADDRESS OF THE PERSONS AND ADDRESS AND	A SERVICE OF THE PROPERTY OF T	The second second	1	TDTD	1
128-58110-ARPA	Tourism	Tourism ARPA	\$ 326,715		7/1/202	and the second second second	Andrew Committee of the African Committee of the Committe	\$ 70,000	1	TDTD	1
128-58110-ENGR	Tourism	Tourism Enhancement Grant	The state of the s	man and the second	7/1/202	AND RESIDENCE OF STREET		\$ 30,000	1	TOTO	1
128-58110	Tourism	Tourism Marketing Grant			8/1/202	ANGENDAMENT PROPERTY AND ADMINISTRATION OF THE PARTY OF T	Mensuscentrementies	\$ 100,000	CONTROL OF THE	AND DESCRIPTION OF THE PERSON NAMED ASSOCIATIONS OF	A STATE OF THE STA
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	-	0/1/202	TISTIZUZO	-	100,000	The second second second	-	-
										Total	1
					Current Ye	ar Grants	\$ 8,304,406	\$14,407,140	1 1,860,00	0 3 24,571,546	\$ \$ 28,84

count Codes				Amnt of	Grant	Part of the last	- Contraction	
(101 unless specified)	Department	Description	Amount of Grant	Matching Funds	Begin Date	Grant End Date	Department	
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 133,500		7/1/2024	П	\$ 133,500 Drug Court	
53600-FJC	District Attorney's Office	Family Justice Center	2		7/1/2024			
53600-VOCA	District Attorney's Office District Attorney's Office	JAG - 7th CTF Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 400,000 DA's	
54710-790-EMSE1		CMC Cardonnary Count		-	COOC! FILE	*************	201 100	
	EMO	CMS chapmen Claim	134,180	. 002.00	2027711	9/30/2024	134,180	
54410-499-EMPG	Emergency Management	Homeland Security Grant 2023		٠	9/1/2022	4/30/2024		
54410-499-DHS	Emergency Management	Homoland Security Grant 2024			9/1/2023	ш		
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 111,209 EMA	
55110-707-SPNMG	Health Department	Health Department Renovation	6)	\$ 116,400	1/13/2023	6/30/2026		
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227.000		7/1/2023	12/31/2024		
55190-3000	Health Department	Reimburse County for Contract employees Salaries, Be \$	П		7/1/2024	6/30/2025	\$ 1,239,600 Health	
53500-1000	Juvenile Court	Juvenie Court State Supplement Funds	45,000.00		7/1/2024	6/30/2029	\$ 45,000 Juvenile	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849				
	Marcore Office	TDOT Old State Circle Ridde	000 050					
	Mayors Office	Gbbs Ferry Park (FLAP Grant)		\$ 201,400				
58190-FIG	Mayors Office	CDBG Food Insecurity	П		12/15/2023	3/31/2026		
91170-791-CDBG1		CDBG Waterlines	П	\$ 107,163	10/15/2020	10/14/2025		
		Broadband Accessibility Grant (BRC)			7/1/2024	12/31/2026		
	Mayors Office	Brownfield Identification Grant	\$ 20,000		8/1/2024	7/31/2025		
101-56300	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	•	11/1/2024	3/31/2026		
171-91401-TDEC1	\vdash	Water Infrastructure Investment Plan (WIIP)	e,	\$ 379,515	3/3/2021			
116-55739 TRD	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education) Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028		
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/17/2023	9/30/2024		
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 66.576		7/1/2024	6/30/2025		
53310-399-AEM1	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring		\$ 13,005	10/21/2024	6/30/2025		
101-51900	Mayor's Office	ORHA Brownfield Identification Grant			8/1/2024		8,8	
115	Norris Library	East Tennessee Foundation			5/1/2024		3,000	loy.
53310-DVCC	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	000°T07	General Sessions Judges
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	"		5/15/2023	6/30/2025		
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		
54110-188-SORR1	Sheriff's Department	Sheriffs Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		
54110-170	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		
54210-SMHT4	Sheriff's Department	Mental Health Transport	\$ 280,208	. 8	7/1/2024	6/30/2025		
54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 23,800	. s	10/1/2024	9/30/2025	\$ 3,981,715 Sheriff	
128-58110-ARPA	Tourism	Tourism ARPA	\$ 326,715		12/1/2021	11/30/2026		
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025	\$ 456,715 Tourism	
55160-2001	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025	\$ 65,000 Health	
55160-2001	Health Department	Safety Net Grant for Dental (Emory Valley)	\$ 4,000,000		7/11/2024	6/30/2025		

BUDGET COMMITTEE MINUTES JANUARY 9, 2025

Members Present:

Shain Vowell, Commissioner-Chairman Denise Palmer, Commissioner-Vice-Chair Anthony Allen, Commissioner Bob Smallridge, Commissioner Shelly Vandagriff, Commissioner Tyler Mayes, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

Members Absent:

Jerry White, Commissioner Sabra Beauchamp, Commissioner

Committee Chair Shain Vowell called the meeting to order.

1. Appearance of Citizens

No citizens appeared.

2. Approval of Agenda

Motion by Commissioner Denise Palmer, second by Commissioner Bob Smallridge, to approve the agenda as presented. Motion passed.

3. Purchasing Contracts with Legal Review

A. State of Tennessee, Department of Disability and Aging, Office of Aging, Contract #25-0070 A1 — Amends Grant to purchase Minivan for the Senior Center. Amendment changes the amount from being awarded in two separate fiscal years to one fiscal year.

Motion by Commissioner Bob Smallridge, second by Commissioner Anthony Allen, to approve the contract. Commissioner Shelly Vandagriff not present for vote. Motion passed.

B. <u>Canon, EMA, Contract #25-0091</u> – Master Service Agreement to coincide with the thirty-six-month internet contract for County buildings.

Motion by Commissioner Bob Smallridge, second by Commissioner Anthony Allen, to approve the contract. Commissioner Shelly Vandagriff not present for vote. Motion passed.

C. RaeLee Belle Inc, DBA Dominos, School Nutrition, Contract #25-0093 – Three-year contract for pizza. Pricing based off a competitive bid.

Motion by Commissioner Bob Smallridge, second by Commissioner Anthony Allen, to approve the contract. Commissioner Shelly Vandagriff not present for vote. Motion passed.

4. Purchasing Contracts Pending Legal Review

D. State of Tennessee, Department of Health, Health Department, Contract #23-0088
A1 – Amends the Health Department Capital Investment Grant. Amendment updates amount, attachments and period of performance.

Motion by Commissioner Bob Smallridge, second by Commissioner Anthony Allen, to approve the contract. Commissioner Shelly Vandagriff not present for vote. Motion passed.

E. <u>HIS Security</u>, <u>Office of Aging</u>, <u>Contract #25-0094</u> – One-year contract for Senior Center Alarm Monitoring. The cost is \$55 per month.

Motion by Commissioner Bob Smallridge, second by Commissioner Anthony Allen, to approve the contract. Commissioner Shelly Vandagriff not present for vote. Motion passed.

5. Surplus Vehicles

	,		· · · · · · · · · · · · · · · · · · ·
DESCRIPTION	DEPARTMENT	Condition	Starting Bid
		Running, some body	
2007 Ford E150	Fleet Services	damage	\$500
1998 Mazda B2500			
Truck	Fleet Services	Running, repairs needed	\$500
2004 Ford Expedition	Fleet Services	Running	\$500
2003 Chevrolet			
Silverado	Fleet Services	Running, has oil leak	\$500
2014 Chevy Tahoe	Sheriff	Running, repairs needed	\$500

Motion by Commissioner Tyler Mayes, second by Commissioner Anthony Allen, to approve the sale of all Surplus Vehicles as presented. Commissioner Shelly Vandagriff not present for vote. Motion passed.

TRANSFERS (Approved through Consent Agenda)

THE 1st ITEM, to be presented to the Anderson County Budget Committee, was a written request from Tim Shelton, Register of Deeds, that the following TRANSFER in General Fund 101 be approved.

Decrease Expenditure Code:

101-51600-337 Maintenance & Repairs \$2,200.00

Increase Expenditure Code:

101-51600-709 Data Processing Equipment \$2,200.00

Justification: Label printer for recording.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

<u>THE 2nd ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-52100-471	Finance-Software	\$6,500.00
Decrease Expenditu 101-52100-201 101-52100-708	re Codes: Finance-Social Security Finance-Communication Equipment	\$1,500.00 2,930.00
101-52100-709	Finance-Data Processing Equipment	2,070.00 \$6,500.00

<u>Justification:</u> To purchase time and attendance software that is compatible with our payroll software and HR software from MyBenefits.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

<u>THE 3rd ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from John Alley, Property Assessor, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Codes:

THE THE PERSON NAMED IN COLUMN		
101-52300-207	Property Assessor-Health Insurance	\$10,116.00
101-52300-208	Property Assessor-Dental Insurance	55.00
101-52300-299	Property Assessor-Other Fringe Benefits	<u>50.00</u>
10. 02000 277		\$10,221.00

Decrease Expenditure Codes:

101-52300-201	Property Assessor-Social Security	\$8,500.00
101-52300-204	Property Assessor-Retirement	<u>1,721.00</u>
		\$10.221.00

<u>Justification</u>: Increase in benefits due to employee turnover and new employee choosing different insurance plans.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

THE 4th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following TRANSFER in General Fund 101 be approved.

<u>Decrease Expenditure Code:</u>

101-55130-309-KICK	Contracts with Governmental Agencies Kicker	\$15,500.00
Increase Expenditure C	Codes:	
101-55130-524	Staff Development	\$7,500.00
101-55130-335	Building Maintenance	5,000.00
101-55130-499	Other Supplies & Materials	2,500.00
101-55130-349	Printing Stationery and Forms	500.00
		\$15,500.00

Justification: Materials needed for continued training classes of EMT and AEMT, which is helping with staffing for ACEMS. Building maintenance costs are rising due to issues needing to be fixed, had some carry over projects from FYE 24 that was not anticipated during the budget process. Expected costs associated with ACEMS events in CY 25.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

THE 5th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following TRANSFER in General Fund 101 be approved.

<u>Increase Expenditure Code:</u>

101-55130-399	Other Contracted Services	\$6,887,00
101-33130-399	Other Contracted Services	\$6.887

Decrease Expenditure Code:

101-55130-425	Gasoline	\$6 887 00

Justification: Transfer funds to pay for one more year of Dave Ramsey's SmartDollar for all EMS staff. Feedback from those using it has been positive. There are 25 EMS staff signed up for the program, expect to have more sign up in the next year.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

THE 6th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, General Sessions Judges, that the following TRANSFER in General Fund 101 be approved.

Decrease Expenditure Codes:

Decrease Experiences	70401	
101-53310-320	Dues & Memberships	\$750.00
101-53310-399-CLLN	Other Contracted Services	<u>750.00</u>
101 33310 377 422		\$1,500.00
Increase Expenditure C	ode:	,
101-53310-355	Travel	\$1,500.00

Justification: Transfer to pay for General Sessions Judges conference.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

THE 7th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Randy Walters, Finance, that the following TRANSFER in Fund 263 be approved.

Inamasa Evnanditura Cades:

Increase Expenditure Co	odes:		
263-51900-399-BCBS	Other G & A-Other Contracted Services-BCBS Admin	\$240,000.00	
263-51900-399-PRES	Other G & A-Other Contracted Services-RX Admin	75,000.00 \$315,000.00	
Decrease Expenditure Code:			
263-51900-340-BCBS	Other General Administration-Medical & Dental Services-Blue Cross/Blue Shield	\$315,000.00	

Justification: To ensure sufficient funding for the payment of higher than projected Medical and RX admin costs.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

THE 8th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Zach Allen/Sheriff Barker, Sheriff's Department, that the following TRANSFER in General Fund 101 be approved.

Decrease Expenditure Codes:

101-54210-421	Food prep supplies	\$6,500.00
101-54210-309	Contracts with government agencies	<u>1,805.00</u>

\$8,305.00

Increase Expenditure Code:

101-54210-359 Disposal Fees \$8,305.00

Justification: Needed to cover disposal fees at ACDF.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

<u>THE 9th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Bobby Crawford, School Maintenance, that the following **TRANSFER** in General Purpose School Fund 141 be approved.

Decrease Expenditure Code:

141-72620-336 Equipment Repairs \$40,000.00

Increase Expenditure Code:

141-72620-499 Other Supplies \$40,000.00

<u>Justification:</u> To cover costs of materials and supplies needed for the maintenance department.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

<u>THE 10th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Bobby Crawford, School Maintenance, that the following **TRANSFER** in General Purpose School Fund 141 be approved.

<u>Decrease Expenditure Code:</u>

141-72610-351 Rentals \$10,000.00

<u>Increase Expenditure Code:</u>

141-72610-338 Vehicle Repair \$10,000.00

<u>Justification</u>: To cover costs of vehicle repair services.

Motion by Commissioner Anthony Allen, seconded by Commissioner Tyler Mayes, and passed to approve the transfer request.

APPROPRIATIONS REQUIRING FULL COMMISSION APPROVAL

THE 11th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Marcus Bullock, Fiscal Services, that the following APPROPRIATION in General Purpose School Fund 141 be approved.

Decrease Reserve Code:

141-39000 Unassigned Fund Balance

\$100,000.00

(Amendment will be from 141-34615 Committed for Finance and a JE will replenish the reserve for 39000)

Increase Expenditure Code:

141-99100-590

Operating Transfers-Transfer to Other Funds

\$100,000.00

<u>Justification:</u> To appropriate funds to provide system support to the Employee Child Care Fund for operating costs.

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

<u>THE 12th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Marcus Bullock, Fiscal Services, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Increase Revenue Code:

141-46510

TISA Revenue

\$462,705.00

Increase Expenditure Code:

141-82230-620

Debt Services Contribution

\$462,705.00

<u>Justification:</u> To appropriate FY25 Tennessee Investment in Student Achievement (TISA) Outcomes revenue into debt service contribution.

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

<u>THE 13th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Marcus Bullock, Fiscal Services, that the following **TRANSFER (Major Line Item)** in General Purpose School Fund 141 be approved.

Increase Expenditure Code:

141-76100-706 Regular Capital Outlay-Building Construction \$428,130.00

Decrease Expenditure Codes:

 141-71100-722
 Regular Instruction-Equipment
 \$250,000.00

 141-76100-715
 Regular Capital Outlay-Land
 178,130.00

 \$428,130.00

<u>Justification</u>: To reallocate funds for district construction projects.

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

<u>THE 14th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Marcus Bullock, Fiscal Services, that the following **TRANSFER** (Payroll, Major Line Item) in General Purpose School Fund 141 be approved.

Increase Expenditure Codes:

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141-72610-166	Operation of Plant-Custodial Personnel	\$50,000.30
141-72610-499	Operation of Plant-Other Supplies & Materials	12,950.00
141-72620-105	Maintenance of Plant-Supervisor	1,650.00
141-72620-161	Maintenance of Plant-Secretary	1,000.00
141-82230-620	Debt Service Contribution	37,295.00
		\$102,895.30
Decrease Expenditure	Code:	
141-72610-105	Operation of Plant-Supervisor	\$102,895,30

<u>Justification</u>: To transfer funds from vacant supervisor position to other district needs.

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

<u>THE 15th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Gary Long, Highway Department, that the following **APPROPRIATION** in Highway Fund 131 be approved.

Increase Expenditure Code:

131-62000-402 Asphalt	\$300,000.00
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Decrease Reserve Code:

131-34550	Restricted for Hwy	\$300,000.00

Justification: Asphalt AC roads.

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

<u>THE 16th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Mayor Terry Frank, Animal Control, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-55120-507 Animal Control-Medical Claims

\$10,000.00

Decrease Expenditure Code:

101-55120-399-ANML Animal Control-Other Contracted Services-

2,500.00

Animal Holding

Decrease Reserve Code:

101-39000

Unassigned Fund Balance

7,500.00

\$10,000.00

(Amendment will be from 101-34530-ANML Restricted for Public Health & Welfare-Animal Holding and a JE will replenish the reserve for 39000)

<u>Justification:</u> Shelter has experienced increasing number of medical claims, along with increasing Market costs on medical supplies, treatment and services, including increase in spay/neuters.

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

<u>THE 17th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-46980-TRMT1 Other Sta

Other State Grants-TNRMT Grant

\$6,077.00

Increase Expenditure Code:

101-55130-524-TRMT1 Staff Development TRMT

\$6,077.00

<u>Justification:</u> Awarded grant from the TN Risk Management Trust for a train-the-trainer Injury Prevention System course.

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

<u>THE 18th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-49700

Insurance Recovery

\$3,447.62

Increase Expenditure Code:

101-55130-338 Vehicle Maintenance \$3,447.62

<u>Justification</u>: Transfer funds from insurance recovery to pay for repairs to ambulance that collided with a deer.

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

<u>THE 19th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Nathan Sweet, Emergency Medical Services, that the following **TRANSFER** (Payroll) in General Fund 101 be approved.

Decrease Expenditure Code:

101-55130-309-KICK Contracts with Governmental Agencies Kicker \$50,000.00

Increase Expenditure Code:

101-55310-169 Part-Time \$50,000.00

<u>Justification</u>: Rise in use of part-time staffing due to vacancies. The kicker payment has been lower than expected due to issues between ACEMS reporting system and the TN State system. Issue is being resolved. Expected lower kicker payments due to drop in TennCare patient transports. Probable we will have to transfer more into part-time.

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

<u>THE 20th ITEM</u>, to be presented to the Anderson County Budget Committee, was a written request from Nichole Brooks, Law Director's Office, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Decrease Expenditure Code:

101-51400-103	Assistant Attorney	\$5,646.00

Increase Expenditure Codes:

101-51400-133	Paraprofessional	\$2,340.00
101-51400-161	Chief Deputy Admin	<u>3,306.00</u>
		\$5,646.00

Justification: Increase for additional duties assigned.

Motion by Commissioner Shelly Vandagriff, seconded by Commissioner Bob Smallridge.

Voting Yes:

Commissioner Shain Vowell, Commissioner Shelly Vandagriff and Commissioner Bob Smallridge

Voting No:

Commissioner Denise Palmer, Commissioner Tyler Mayes and Commissioner Anthony Allen

Motion Failed.

SECTION A, Veteran's Officer/Commission Meeting Referral

Finance Director Robby Holbrook presented the topic of a 20%, \$10,400 pay increase for the Veterans Service Officer, as referred to the Budget Committee by County Commission.

Motion by Commissioner Tyler Mayes, to refer to the Anderson County Board of Commissioners with a recommendation for approval. Motion failed for lack of a second.

Motion by Commissioner Denise Palmer, second by Commissioner Anthony Allen, to recommend to County Commission that they rescind the previous approval of the increase on the December 16, 2024 consent agenda.

Motion passed. Voting No: Commissioner Tyler Mayes.

Commissioner Smallridge requested a VSO salary comparison with other Counties.

SECTION B, Election Administrator/Mark Stephens

Motion by Commissioner Tyler Mayes, second by Commissioner Shelly Vandagriff, to approve a "Vote of No Confidence" concerning the Election Administrator's compliance with Budget Committee requirements, and forward to the Anderson Board of Commission with a recommendation for approval. Motion passed.

SECTION C, FY 25.26 Budget Calendar and Guidelines/Robby Holbrook

Finance Director Robby Holbrook presented information to initiate the FY25-26 Budget process. No action taken.

SECTION D, New Business

None.

SECTION E, Unfinished Business

None.

Meeting Adjourned.

Robby Holbrook, Finance Director

Anderson County Board of Commissioners Financial Management Committee Meeting Minutes

January 13, 2025 4:00 PM, Room 312

There are no action items on the Finance Committee Agenda that require Commission approval but there were policy changes.

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 Phil Yager, second by Commissioner Tim Isbel, and passed to approve the agenda as presented.

III. CashVest/Robby Holbrook

Finance Director Robby Holbrook presented an overview of the "cashVest" cash management tool from three+one for discussion.

Motion by Commissioner Phil Yager, second by Commissioner Josh Anderson, and passed to recommend to Commission a 1-year contract for cashVest.

IV. Travel Policy/Tim Shelton

On behalf of Resister of Deeds Tim Shelton, Finance Director Robby Holbrook presented a request to amend the Travel Policy to include a waiver process for certain travel related circumstances.

Motion by Director of Schools Dr. Tim Parrott, second by Commissioner Phil Yager, and passed to remove the language: "Per Diem for lunch is not allowed unless overnight travel is involved or is beyond a fifty (50) mile distance of the employee's official workstation." from the section 13.10 of the Travel Policy.

V. Finance Office Updates/Robby Holbrook

Finance Director Robby Holbrook presented informational updates on staffing and time-keeping software.

- VI. New Business -None
- VII. Unfinished Business/TIF Policy and Procedure
 This item is deferred to a future meeting.
- VIII. Adjourned

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: January 15, 2025

RE: Law Director's Report –January 21, 2025 – County Commission Meeting

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

A. Contract Approvals:

- 1. My Benefits Channel- Sanorbix
- 2. American Rescue Plan Act- ARPA MOU
- 3. GCE (Concessions Building) Change Order
- 4. Robert Campbell- Geotechnical Work at Recycling Center
- 5. Comcast- IT Dept.
- 6. Domino's Pizza- Schools
- 7. Blue Cross Blue Shield- Information Sharing Agreement
- 8. Catalis Software- Circuit Court
- 9. East TN Foundation- Kapral Grant- Senior Center
- 10. State of TN- Grant #84202 Amendment
- 11. Scotty Phillips- Amendment (Now Coker Phillips Bus Lines)
- 12. State of TN Dept. of Health- Amendment (Coronavirus Recovery Funds)
- 13. Canon- EMA
- 14. State of TN- VOCA Grant (Amendment #2)
- 15. State of TN- VSSG Grant- Family Justice Center

B. Anderson County Zoning Violations

Newly Opened:

- 1. 236 Rock House Lane
- 2. 1507 E Tri County Blvd

Closed:

- 1. 857 Briceville Highway
- 2. 110 Courtland Lane

Newly Filed:

- 1. 156 Blacksferry Road
- 2. 608 Carmen Lane

Motion for Default Judgment:

- 1. 1824 Lake City Highway- Granted on January 6, 2025
- 2. 241 Cumberland View Estates-Hearing set for February 10, 2025

Contempt:

- 1. 208 Old Lake City Highway- Granted on January 6, 2025
- 2. 164 Boling Road- Hearing rescheduled for January 27, 2025
- 3. 184 Buffalo Road- Hearing set for January 27, 2025
- 4. 215 Tobby Hollow Lane- Hearing set for February 10, 2025
- 5. 143 Tobby Hollow Lane- Hearing set for February 10, 2025

Motion for Trial Date:

- 1. 301 Old Lake City Highway
- 2. 359 Old Lake City Highway

Liens:

- 1. 151 Moccasin Hollow Lane-daily fine of \$100 beginning July 8, 2024
- 2. 230 Haney Hollow Road-daily fine of \$100 beginning August 26, 2024
- 3. 222 Old Tacora Hills Road-daily fine of \$100 beginning May 24, 2024
- 4. 177 Scott Brogan Lane-daily fine of \$50 beginning December 9, 2024
- 5. 208 Old Lake City Highway-daily fine of \$100 beginning January 6, 2025

Pending Quotes for Cleanup:

- 1. 222 Old Tacora Hills Road Received two quotes: \$16,500.00 and \$14,000.00
- 2. 151 Moccasin Hollow Lane- Received one quote: \$7,999.00
- 3. 230 Haney Hollow Road- No quote, Zoning Office advices that clean-up is cost prohibitive.

C. Bankruptcies

- 1. Big Lots- Filed Claim
- 2. Newman- Order Confirming Chapter 13 Plan

D. Other

- 1. Assist with updating the Zoning complaint procedure
- 2. Consent Agenda Memorandum- began drafting to supplement oral presentation to Budget and Operations Committee.
- 3. 303 Butcher Lane Quitclaim Deed
- 4. BZA Memorandum
- 5. Fence Construction Memorandum
- 6. Participated in mediation for Ogle v. Jones & County in effort to resolve lawsuit
- 7. Provided ACSO with an answer to a request for advice regarding the return of a weapon to an individual

E. Litigation Updates

- 1. Moss v. AC et. Al., USDC no. 3:23-CV-125. I-75 car case; officer-involved shooting (Civil Rights case). *DISMISSED WITH PREJUDICE ON 1/2/2025.
- 2. ACSO v. Pro-Vision, Anderson Chancery Ct. no. 24CH6313. Alias summons issued to serve on Pro-Vision. Filed on behalf of Sheriff Barker by our office. *Awaiting confirmation of service. (Their attorney contacted the Clerk & Master on 1/15/25)
- 3. Ogle v. Jones & AC., USDC no. 3:20-CV-293. Appealed to the 6th Circuit Court of Appeals. Mayor Frank, Art Knight, and Jamie Brooks participated in mediation on January 13, 2025. No progress was made but will reconvene on January 29, 2025.
- 4. Lowe v. AC, USDC no. 3:23-CV-242. No change. Deadline to file Motion for Summary Judgement due January 29, 2025.
- 5. Dotson v. Warren, USDC no. 3:23-CV-88. No change. Deadline to file Motion for Summary Judgement due March 29, 2025.
- 6. Butler v. Daniels & AC, Anderson Circuit Ct. no. C3LA0008. No change from December.
- 7. Marra v. ACDF, USDC no. 3:24-CV-11. No change from December.

Anderson County Board of Commissioners

OPERATIONS COMMITTEE MINUTES January 13, 2025 6:00 PM Room 312

Members Present:

Tim Isbel, Tracy Wandell, Phil Yager, Joshua Anderson, Ebony

Capshaw, Robert McKamey, Stephen Verran and Michael Foster.

Members Absent:

None

Call to Order:

Chairman Isbel called the meeting to order.

Commissioner Wandell said the prayer.

Commissioner McKamey led the Pledge of Allegiance

Commissioner Yager made a motion to approve the agenda as amended. Seconded by

Commissioner Foster. Motion passed.

Commissioner Wandell added the Consent Agenda discussion.

Commissioner Anderson requested to add the Zoning Resolutions.

Commissioner McKamey requested to add the "In God We Trust" signage at the new entry.

Appearance of Citizens

None

Presentation by Tonya Chandler with Focus Ministries

No action.

Opioid Settlement Discussion

No Action.

The next meeting will be February 4th at 4:00 pm in room 312 to begin reviewing applications.

Consolidating E-911 Entity

No Action

Mayor's Report

Commissioner Foster made a motion to authorize the Anderson County Animal Shelter to collect a fee of \$20.00 for microchipping of adopted animals. Seconded by Commissioner Capshaw. Motion passed unanimously to forward to full commission for approval.

Commissioner Wandell made a motion to defer Resolution No. 01-21-1196 Storm Management and Pollution Control Resolution of Anderson County to next month's Operations meeting. Seconded by Commissioner Verran. Motion passed.

Strategic Planning Update

No Action

Unfinished Business

None

New Business

Consent Agenda Discussion - No Action Taken.

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Planning Commission Discussion - No Action Taken.

Commissioner McKamey made a motion to refer the "In God We Trust" signage over the new entrance to the Courthouse to full commission. Seconded by Commissioner Foster. Motion passed to forward to full commission.

Announcements

Commissioner Wandell encourages any veterans that are handicapped and aren't able to get into the courthouse to talk with the Veteran's Service Officer that they can meet with him at the Oak Ridge location on Wednesdays.

Commissioner Capshaw requested that we keep in our prayers the accident that happened over the weekend that claimed the lives of two family members.

Mayor Frank gave an update on the Broadband Installations - Highland Communications has completed the Anderson County portion of the build.

Meeting Adjourned

Anderson County Board of Commissioners

Legislative Committee MINUTES

January 9, 2025 @ 5:00 P.M. Room 312

Members Present: Denise Palmer, Tim Isbel, Bob Smallridge, Anthony Allen

and Shelly Vandagriff

Members Absent: Tyler Mayes, Sabra Beauchamp and Jerry White

Others Present: Commissioner Anderson, Mayor Frank, Commissioner Capshaw

Call to Order: Co-Chair Palmer called the meeting to order.

Appearance of Citizens: None

Commissioner Allen made a motion to approve the agenda as presented. Seconded by Commissioner Smallridge. Motion passed.

Commissioner Vandagriff nominated Commissioner Palmer as Chairman. Seconded by Commissioner Isbel. Motion passed.

Commissioner Isbel nominated Commissioner Vandagriff as Vice-Chair. Seconded by Commissioner Smallridge. Motion passed.

HB/SB 0001 Education Freedom Act Discussion

Commissioner Vandagriff made a motion that we support the joint resolution opposing the vouchers that passed previously. Seconded by Commissioner Smallridge. Motion passed to forward to full commission for approval.

Unfinished Business

None

New Business

Election Commission Administrator Discussion

Commissioner Vandagriff made a motion that the Legislative Committee make a vote of no confidence and forward the recommendation to full commission for approval. Seconded by Commissioner Allen.

Commissioner Isbel brought up the issue of vaping. Mayor Frank submitted that the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) was charged with looking at the issue of youth vaping. Below is a link for the report "Draft" that will be voted on in January.

https://www.tn.gov/content/dam/tn/tacir/commissionmeetings/2024december/2024Dec Tab7Vaping DRAFT.pdf

A memo on the study is here: https://www.tn.gov/content/dam/tn/tacir/commission-meetings/2024december/2024Dec Tab7YouthVaping Memo.pdf

Meeting Adjourned

Anderson County Opioid Settlement Committee Minutes

January 7, 2025

Members Present:

Commissioner Shelly Vandagriff, Commissioner Josh Anderson, Commissioner Denise Palmer, Commissioner Tim Isbel, Commissioner Sabra Beauchamp

Members Absent:

Commissioner Michael Foster

Chairman Vandagriff called the Opioid Settlement Committee to order at 4:00p, January 7, 2025

1st Item of Business:

Motion by Commissioner Palmer, seconded by Commissioner Beauchamp to approve minutes from Dec 3, 2024 meeting.

2nd Item of Business:

Motion by Commissioner Beauchamp, seconded by Commissioner Isbel to adopt, pending approval by law director, the Opioid Service Provider Agreement by UT Smart Initiative. Motion carried unanimously.

3rd Item of Business:

Discussion to change next round of funding to a fiscal year disbursement. A timeline will be developed for the 2026 disbursement at a later date.

4th Item of Business:

Jennifer Tourville, Executive Director of UT Smart Initiative, discussed the scoring sheet and possible ways to assist in determining funding allocations and how UT Smart Initiative office could do a Needs Assessment for Anderson County.

5th Item of Business:

Motion by Commissioner Beauchamp, seconded by Commissioner Anderson to allow UT Smart Initiative to conduct a Needs Assessment for Anderson County to begin in February 2025. The assessment is expected to take 3-6 months. Motion carried unanimously.

6th Item of Business:

Introductions and open discussion with organizations in attendance.

Meeting Adjourned

Next meeting scheduled for Tuesday, February 4, 2025 @4:00p.

Anderson County Fire Commission

January 7th, 2025 Minutes

Time: 6:30pm

Date: Tuesday, January 7th, 2025

Location: Anderson County Courthouse-Room 312

Call to Order: 6:31pm

Prayer

Pledge



Approval of January agenda and November Meeting Minutes from November 12th, 2024 (attached)
 (No meeting held in December due to illness, last meeting held was in November)
 Motion to approve the minutes made by Chief Mitzelfeld and seconded by Chief Grande. Motion to approve the agenda made by Chief Mitzelfeld and seconded by Chief Braden

2. Unfinished Business

a. Fire study updates

Nothing has been reported yet, but the draft of the report should be available this month.

b. Payment for Secretary update:

Commissioner Wandell will be following up with Secretary James

c. Multi-Jurisdiction out of county response

Chief Solomon has expressed interest in training more on our Multi-Jurisdiction Task Force.

- d. Letter of support for Fire Academy to build in east TN- item has passed operations and full commission. The letter had really good feedback in the commission, more updates to come next meeting.
- e. Letter of support for E-911 to be consolidated- Mayor Frank drafting letter- Item passed operations and full commission

This letter also received good feedback in commission, more updates to come next meeting.

3. New Business

- Fire Funding 2025/2026 budget
 A motion was made by Chief Lane and Chief Sharpe to seek funds in lieu of the truck resolution, motion carried
- b. Red Cross has been added back in to the non-voting auxillary members Welcome, Melissa Gibson!

4. Department Reports

- Andersonville VFD –. Tim Roche- Andersonville ended the year with 1090 total dispatched calls. Other than that
 Andersonville has been working on their EMS training.
- Briceville VFD Not present
- Claxton VFD Dusty Sharpe-We are working on getting our F-550 in service, with just a few odds and ends to do.
 Extrication class will be the last full week of February. We are hosting a life start landing zone class on February 1st at 10am at station 1. This class is open to the whole county, there is a back up date in case of bad weather which will be the 8th of February.
- Marlow VFD Dylan Goins- Our engine is back in service, getting it ready to sell. We are currently also working on the roof of station 2.
- Medford VFD -Joshua Lane- We had a house fire last Thursday and appreciate all the mutual aid agencies that showed
 up. We are no longer running trees down calls and still opted out of the EMR program for now.
- Anderson County Rescue Squad –Elliot Mitzelfeld- The training schedule has been posted and all are welcome to come train with the rescue squad, EMS training included. We are selling our fire skid unit, it will be done on a sealed bid type sell.
- Clinton FD –Not present
- Rocky Top FD Anthony Braden- No report
- Norris FD Not present
- Oak Ridge FD Anthony Grande-Andy Berelsman will be the new training officer for ORFD, look for more classes to be
 available in the future.
- Oliver Springs FD Justin Bailey- No report
- County Commissioner Tracy Wandell (Chairman) No report
- County Commissioner Sabra Beauchamp –Not present
- Non-voting Departments and Members
- Anderson County EMS Scott Thomas-No report
- Anderson County EMA Brice Kidwell- Inclement weather is inbound, there will be a briefing tomorrow at 2 and a zoom meeting Thursday. We just finished station learning at EMS and will be heading to FD's next.
- Anderson County Sheriff's Office Not present
- Y-12 Not present
- ORNL Not present
- E-911 Justin Massengill-You should notice that the county all tone during the day is back as well as changes in CAD. The new CAD system has decreased the time it takes to dispatch a call.
- Anderson County Constable- Steven Williams- No report
- American Red Cross of East TN-Melissa Gibson- The red cross has responded to 2 fires in Anderson County, 1 of which
 was a fatality. There were no smoke detectors in either fire. American Red Cross will be installing smoke alarms in
 certain communities- see attachment

• Adjourn: 7pm

Disaster Action Team Process

- Duty Officer: receives the call
 - Verifies event & damage assessment w/ 911 or Fire Dept
 - Calls Client to verify they want RC services, has supporting documents, ar meeting location/time
 - Dispatch DAT team
- Disaster Action Team: begins to respond to call within 15mins
 - Meets with Fire Dept and take clients off their hands
 - Provides comfort kits/ blankets
 - Provides Immediate Assistant (for clothes, food, and shelter)
- Recovery Team: follows clients for 30 days
 - Reaching out every 3-4 days
 - Providing needed follow-up resources
 - Providing Disaster Health Services (replacement of Meds, Medical Equipment, Eyeglasses, Dentures up to \$500)
 - Disaster Mental Health (coping skills needed to deal with trauma)
 - Disaster Spiritual Care (providing spiritual needs to deal with trauma & \$50 for lost Bibles/Rosary etc.)
- Fatality Assistance: follows clients for 45 days
 - Providing all the same things above
 - Plus provides an additional \$1,000 to next of kin (if applicable)

Other Service Opportunities

- Smoke Alarm Installation:
 - Providing & installing FREE smoke alarms
 - Hearing impaired alarms
- Pedro The Penguin Storybook: 30-minute story
 - o Coping skill
- Be Red Cross Ready: 30-minute presentation
 - o Individual people disaster preparedness knowledge for the community
- Ready Rating: 30-minute presentation
 - Directed toward business preparedness awareness
- Hands Only CPR: 30-minute presentation
 - o No certification
 - Compression only to increase survivability during cardiac event

Anderson County Fire Association Meeting (FY25 July-June) Jan 7, 2025

Number of volunteers

- ◆ Currently we have 2 Seasoned/1 trainee volunteers in Anderson Co.
- Looking for recruiting opportunities

Events

- ♦ Total of 117 fire events reported to ARC NHQ. (Anderson Co alone 7)
- ◆ Total of _297 clients assisted. (Anderson Co alone 23)
- ◆ Total of \$79018.17 into the community from the assistance of clients. (Anderson Co alone \$5.860.00)

Reporting an event

- Direct Reporting Number
 - 833-583-3111
- ♦ Information Needed
 - Event Address
 - Clients Name and phone number
 - Number of Adults & Children
 - Number of injuries and/or fatalities

Fire Department on-scene contact. Used for damage verification

- Destroyed, Major, Uninhabitable (Financial & Resources) Minor, Affected Resources only)
- Need: Agency, Name, Title (EMA, Chaplain, Chief, Captain, FF etc.), Badge number and Phone number.
- Typically, not contacted by anyone other than our Duty Officer (dispatcher).

Chapter Contacts

- If you have issues or need to report a fire and can't reach ARC NHQ
 - Community Disaster Program Specialist
 - ♦ Robert Wardell 865-722-0701 robert.wardell@redcross.org
 - Community Disaster Program Specialist Volunteer Partner
 - ♦ Melissa Gibson 865-243-7642 melissa.gibson@redcross.org

Duty Officers

- Team calling to verify events and get more information for events.
 - Melissa Gibson 865-243-7642 Team Supervisor/ Coordinator
 - Brent Sadler 865-308-1202
 - Sam McNamee 301-928-9672
 - Bob Leonard 865-333-9909
 - Walt Reger 904-874-7512
 - Brian Salsbury 931-200-5334
 - Samara Roberts 850-960-1819
 - Robert Wardell 865-722-0701 Community Disaster Program Specialist
 - ♦ James Pesterfield 865-407-8293 Community Disaster Program Manager

Sound the Alam Save a Life Events

- Rocky Top Community (334 Homes/ Population 765)
 - o Feb 8, 2025, Saturday
 - Setup: at Rocky Top Fire dept @ 8a
 - Location: 104 Lawson St Rocky Top TN 37769
 - Team Mtg: Team Assignments & Maps @ 830a
 - Installation: 9a-1p
 - Need: Teams of 2 to go door to door offering Free Smoke Alarms
 - At least 4 Firefighters to help with installation & education (many hands make lite work)
 - 1 Fire Apparatus in the area
 - Clinton Riverside Dr Community (394 Homes/Population 995)
 - o March 8, 2025, Saturday
 - Setup: Food City @ 8a
 - Location: 507 S Charles G Seivers Blvd, Clinton TN 37716
 - Team Mtg: Team Assignments & Maps @ 830a
 - Installation: 9a-1p
 - Need: Teams of 2 to go door to door offering Free Smoke Alarms
 - At least 4 Firefighters to help with installation & education (many hands make lite work)
 - 1 Fire Apparatus in the area
 - American Red Cross Contact
 - o Community Disaster Program Manager: James Pesterfield
 - James.pesterfield@redcross.org 865-407-8293
 - o Community Disaster Program Specialist Volunteer Partner: Melissa Gibson
 - Melissa.gibson@redcross.org 865-243-7642