
Anderson County Board of Commissioners

Regular Agenda

Monday, March 17, 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. **Elections**
 - Nominating Committee Report – by Commissioner Palmer
 - Appointment of Mr. Jimmy McBride to the Civil Service Board
7. **Presentation of Reports:**
 - A. Elected Officials
 1. County Mayor – Terry Frank
 - Approval of TDOT Railroad Agreement
 - Shelter Reporting
 2. Property Assessor
 - MOU – Anderson County 2029 Year Reappraisal Program
 - Resolution No. 25-03-1202 Authorizing a Continuous 4-year reappraisal Cycle
 - B. Department Heads
 1. Director of Finance – Robby Holbrook
 - Purchasing and Budget Report
 2. Director of Schools – Dr. Tim Parrott
 - Written Report
 3. Law Director’s Office Report
 - A. Contract Approvals
 - B. Bond Approval
 - C. Zoning Violations
 - D. Bankruptcies
 - E. Other
 - MOU for Pellissippi Blueways
 - Resolution 25-03-1207 Honoring the Volunteer Firefighters (6:00 Agenda)
 - Resolution 25-03-1208 Endorsing Adopt a Pet Month (6:00 Agenda)
 - F. Litigation Updates
 - C. Committees/Boards Reports
 1. Operations Committee Report – by Chairman Isbel
 - Motion to support Deckard Technologies
 - Motion to authorize Anderson County to agree to alter the geographic response area for provision of ambulance service within the City of Oak Ridge, and execution of necessary paperwork for such acknowledgement and agreement associated with the resolution passed by the City of Oak Ridge.
 - Motion for Anderson County to become a coalition partner with Pellissippi Blueways contingent with the Law Director’s approval.

- Motion to repeal the adoption of the 2018 International Building Codes and adopt the 2024 International Building Codes with amendments.
- Motion to have the letter from the request for a regional fire academy sent to the fire commission.
- Motion to have a workshop considering General Sessions II.
- Motion for the Law Director continue communicating with the City of Oak Ridge Law Director.
- Motion to pursue the WIIN Small Underserved Disadvantaged Communities Grant.
- Motion to approve a resolution for Volunteer Firefighters week.
- Motion to keep ACWA discussion as an item on the Operations Agenda with the minutes going forward.
- Motion to recommend to full commission to schedule a workshop for the Animal Shelter.
- Motion to put the Comptroller's Report of December 6, 2022, the Operations Report of December 12, 2022 and to include the HR and Law Director's Report to the minutes.
- Motion requesting a resolution for the month of March as adopt a pet month.

2. Rules Committee Report – by Commissioner Smallridge

3. Fire Commission Report – by Commissioner Wandell

4. Opioid Settlement Committee Minutes (2/4/25) (2.13/25) – by Commissioner Vandagriff

8. **Unfinished Business**

9. **New Business**

10. **Announcements**

11. **Adjourn**

Respectfully Submitted
H. Tyler Mayes, Chairman

Anderson County Board of Commissioners
Nominating Committee
Minutes

March 10, 2025

Members Present: Denise Palmer, Tim Isbel, Bob Smallridge, Anthony Allen, Sabra Beauchamp and Joshua Anderson

Members Absent: Tyler Mayes and Jerry White

Call To Order: Chairman Palmer called the meeting to order.

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

No Citizens addressed the committee.

Commissioner Anderson nominated Commissioner Allen as Vice-Chairman. Seconded by Commissioner Beauchamp. Motion passed.

Commissioner Beauchamp made a motion to appoint Mr. Jimmy McBride to serve on the Civil Service Board. Seconded by Commissioner Smallridge. Motion passed to forward to full commission for approval.

Unfinished Business

None

New Business

None

Commissioner Beauchamp made a motion to adjourn. Seconded by Commissioner. Motion passed.

Meeting Adjourned

**REQUEST FORM
CONSIDERATION FOR NOMINATION TO THE
Civil Service Board**

Date February 20, 2025

Name Jimmy McBride

Address 1106 Eagle Bend Rd, Clinton TN 37716

Phone Number 865-599-2167 865-457-1421
(Home) (Work)

Employment History: (if not on resume)

see attached

Education: (if not on resume)

see attached

Why would you like to serve on this Board/Committee:

After serving on Clinton City Council for 17 years, I would like to continue my service to Anderson County. My 35 years of ownership dealing with HR gives me insight that would be beneficial to this committee.

PLEASE ATTACH A RESUME TO THIS APPLICATION

(For additional space, use back of form)

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

Jimmy Neil McBride, Pharm.D.

1106 Eagle Bend Road
Clinton, Tennessee 37716
(865) 599-2167
jim@clintondrugstore.com

Professional Experience

- Owner/Pharmacist – Clinton Drug Store, Clinton, Tennessee (1991-Present)
- Staff Pharmacist – Jefferson Memorial Hospital, Jefferson City, Tennessee 10/93 to 7/94)
- Community Pharmacy Resident – Clinton Drug Store, Clinton, Tennessee (7/91 to 6/92)

Licensure

- Tennessee Board of Pharmacy (#8242)

Education

- 1987-1991 University of Tennessee College of Pharmacy- Doctor of Pharmacy
- 1985-1987 Walters State Community College
- 1981-1985 Morristown Hamblen West High School

Honors/Awards

- Preceptor of the Year – UT College of Pharmacy (2005)
- Innovative Pharmacy Practice – Tennessee Pharmacist Association (2002)
- Distinguished Young Pharmacist Award -Tennessee Pharmacist Association (1995)
- Lincoln Heights Elementary Hall of Fame (2003)
- NCPA Pharmacy Leadership Award (2014-2015)
- Anderson County Small Business Excellence Award (2016)

Professional/Community Involvement

- Cardinal Health National Advisory Board (1994- 2004)
- Chairman Tennessee Society of Independent Pharmacists 1996 and 2012
- Clinton City Council (2008- Present)
- Clinton Vice Mayor (2011-2014)
- President Tennessee Pharmacist Association (2014-2015)
- Chairman Anderson County Health Improvement Committee
- Board of Directors Clinton Utility Board (2015-2017)
- Board of Directors Tennessee Pharmacists Association
- Member of State of Tennessee Medical Payment Committee
- Member of Anderson County Drug Court
- Member Anderson County Board of Health

Academic Appointments

- Clinical Preceptor – UT College of Pharmacy
- Clinical Preceptor – South College School of Pharmacy
- Clinical Preceptor – Bill Gatton College of Pharmacy ETSU

Publications

Dougherty TS, McBride J, Barnett CL, Gabriel WM. Subcutaneous REGEN-COV Antibody Administration in a Community Pharmacy. Journal of the American Pharmacist Association. January 7 2023. doi:10.1016/j.japh.2023.01.002

Expert Witness Experience

Charles Heaton vs. Cigna Home Delivery Pharmacy (May 2021-Present)



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

March 12, 2025

Commissioner Tyler Mayes
Chairman, Anderson County Board of Commissioners

RE: Agenda

Dear Chairman Mayes and Honorable Members of Commission,

I wish to add the following items to the Agenda:

1. **Approval of Resolution No. 25-03-1203 Recognizing the Holiday Bureau of Anderson County and Volunteer Ron Langley.** To be presented during Presentation portion of the meeting. Requested by Commissioner McKamey.
2. **Approval of TDOT Railroad Agreement** described as Misc. Safety Improvements of Various Local Roads in Anderson County at Mile Post 244.76 (DOT#: 34745OH), contingent upon Law Director and Highway Superintendent approval. (See attached)
3. **Shelter Reporting, requested by Commissioner Smallridge.** Memo attached.

Sincerely,

Terry Frank

Agreement No: 1712

State Proj : 01946-3451-94



Federal Proj : HSIP-100(92)

RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by, and between the State of Tennessee acting through its Department of Transportation (hereinafter referred to as "TDOT"), **CSX Transportation, Inc.** (hereinafter referred to as the "Railroad"), and **Anderson County** (hereinafter referred to as "The County").

WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: **128634.00** described as **Miscellaneous Safety Improvements of Various Local Roads in Anderson County (Local Roads Safety Initiative)** at Mile Post **244.76 (DOT#: 347450H)** near **Oak Ridge** in **Anderson** County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the **County** and the Railroad in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the **County** in the construction and maintenance of the Highway Project; and

WHEREAS, the **County** agrees to cooperate with TDOT and the Railroad in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 1401 and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on **August 16, 2024**, the Railroad has reviewed TDOT's Highway Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated **January 29, 2025**, which estimate is in the amount of **\$25,000.00**;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated **January 30, 2025**, which is attached hereto as **Exhibit A** and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on **August 16, 2024**.
3. TDOT agrees to undertake the Highway Project in accordance with:
 - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
 - (b) TDOT's plans for the above-referenced Highway Project (hereinafter referred to as the "Highway Plans") have been approved by the Railroad dated **January 28, 2025**. The approved Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
 - (c) Should TDOT revise the approved Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Highway Plans if Railroad has any objections to these plans or if Railroad approves the revised Highway Plans. In order to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.
 - (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by

mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.

(e) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.

4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.

(b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.

6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):

_____ By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation

_____ By use of an existing continuing contract (provided that the costs are reasonable)

X By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:

- By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
- By use of an existing continuing contract (provided that the costs are reasonable)

(b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT

may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.

- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
 - (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
 - (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
 - (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.
7. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.

8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
 - (a) Contractor's public liability and property damage insurance, and
 - (b) Railroad's protective public liability and property damage liability insurance, and
 - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
10. For the portion(s) of the Highway Project involving Crossing(s) **DOT# 347450H**, the provisions of this subsection shall apply.
 - i. The Railroad agrees to notify the **County** before undertaking any maintenance work within the highway easement area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the **County** for its review and approval before constructing any fixed installation over the highway overpass, and before constructing any fixed installation within eight feet (8') of the underside of the highway overpass or within fifteen feet (15') of its outside edges. The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the **County**.
 - ii. Except for re-paving or other routine inspection or maintenance of the roadway surface only, the **County** agrees to notify the Railroad before undertaking any inspection or maintenance work within the highway easement area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The **County** shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The **County** shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the **County's** work.
 - iii. Legal title and ownership in the bridge and approaches and any other structure erected as a part of the Highway Project shall be held by the **County**, and the **County** agrees that it shall have the legal and financial responsibility for maintaining the Highway Project upon its completion.
11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified

(as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as **Exhibit C**.
- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.
- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs

must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.

- (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.
- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice

to the parties. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
20. The Railroad 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 Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection

with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.

26. The parties each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. The parties agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Jay Lanius, State Railroad Coordinator
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:

Leslie South, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Railroad:

Todd Allton, Public Projects
CSX Transportation, Inc.
1590 Marietta Boulevard, N.W.
Atlanta, Georgia 30318

With a copy if requested by Railroad to:

Matt Donnelly, Project Manager
Suite 225
5115 Maryland Way
Brentwood, Tennessee 37027
Phone: (615) 932-8144
E-mail: mdonnelly@crouchengineering.com

To the County:

Theresa Frank, County Mayor
100 North Main Street, Room 208
Clinton, Tennessee 37716-3687
Phone: (865) 457-5400
Email: tfrank@andersoncountyttn.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

CSX TRANSPORTATION, INC.:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

DATE: _____

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION:

BY: _____

Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

APPROVED AS TO FORM:

BY: _____

DATE: _____

ANDERSON COUNTY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

DATE: _____

EXHIBIT A

ACCT. CODE : 709 - TN0952

Form Revision

03/13/24

ESTIMATE SUBJECT TO REVISION AFTER: 1/29/2026 DOT NO.: 347450H
CITY: Oak Ridge COUNTY: Anderson STATE: TN
DESCRIPTION: Oak Ridge, Anderson County, TN - Local Roads Safety Initiative at grade crossing to CSXT; DOT 347450H,
Atlanta Zone, KD Subdivision, MP# 00C 0244.760.
ZONE: Atlanta SUB-DIV: KD MILE POST: 00C 0244.760
AGENCY PROJECT NUMBER: 128634.00

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	9,700
212	Contracted & Administrative Engineering Services - CSXT Real Estate Research Fee	\$	3,500
212	Contracted & Administrative Engineering Services - CSXT Admin	\$	1,000
Subtotal		\$	14,200

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services - Crouch Engineering	\$	6,943
212	Contracted & Administrative Engineering Services - CSXT	\$	500
Subtotal		\$	7,443

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	2	Days @	\$ 504.00	\$	1,008
70	Additive	195.00%	(Transportation Department)		\$	-
50	Additive	233.00%	(Engineering Department)		\$	2,349
Subtotal					\$	3,357

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 25,000

900 CONTINGENCIES: 0.00% \$ -

PROJECT TOTAL:

***** \$ 25,000

CURRENT AUTHORIZED BUDGET:

***** \$ 15,878

TOTAL SUPPLEMENT REQUESTED:

***** \$ 9,122

DIVISION OF COST:

Agency	100.00%	\$	25,000
Railroad	0.00%	\$	-
		\$	25,000

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering

DATE: 01/29/25 REVISED:

Approved by: CTA

DATE: 01/30/25

CSXT Public Project Group

APPROVED

By Stephanie Torres at 12:29 pm, Jan 30, 2025

EXHIBIT B

STATE

OF

TENNESSEE

SPECIAL PROVISIONS RELATIVE TO PROTECTION OF RAILROAD PROPERTY, RAILROAD FLAGGING, AND INSURANCE REQUIREMENTS

Project Information: PIN#: 128634.00; Safety; Various Local Roads in Anderson County (Local Roads Safety Initiative); RR Over; CSXT (DOT#: 347450H); Fed. Proj. No. (s): HSIP-100(92); in Region 1; CSXT OP#: TN 0952

Tennessee Project Number(s): PE-N 01946-0451-94
PE-D 01946-1451-94
Construction 01946-3451-94

County: Anderson

Railroad Company: CSX Transportation, Inc. (CSXT)
P.O. Box 45052
Jacksonville, FL 32232-5052

AUTHORITY OF CSXT ENGINEER:

The authorized representative of the railroad, hereinafter referred to as CSXT Engineer, shall have final authority in all questions affecting his railroad operations, and the contractor must be governed accordingly.

All engineering correspondence, scheduling of work, and request for pre-construction representation shall be addressed to the CSX Transportation, Inc. Project Manager contact (See sheet number 7 for name and address).

PRECONSTRUCTION MEETING:

A preconstruction meeting will be scheduled by Department personnel prior to the Department's contractor starting work. The Department shall notify CSXT when the preconstruction meeting is scheduled so that a CSXT representative may attend. The Department will document the notification requesting CSXT attendance in the project file.

CSXT SCHEDULE I

The Department's contractor shall execute a CSXT Schedule I agreement prior to starting work.

INTERFERENCE WITH RAILROAD OPERATIONS:

The Department or its contractor shall so arrange and conduct their work that there will be no interference with railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the railroad, or to wires or other facilities of the tenants on the rights-of-way of the railroad.

The use of any scaffolding or other temporary framework that effects horizontal or vertical clearance must first be approved by the railroad CSXT Engineer and in no case exceed the approved clearances.

If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, the Department or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of the Department or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

DAMAGE TO RAILROAD PROPERTY:

Should any damage occur to railroad property as a result of the contractor's unauthorized or negligent operations, and the railroad superintendent deems it necessary to repair such damage or perform any work for the protection of its property, the required materials, labor and equipment shall be furnished by the railroad and the contractor shall reimburse it for the costs incurred.

TEMPORARY GRADE CROSSINGS:

If the contractor desires access across railroad's right-of-way and tracks at other than an existing and open public road crossing in or incident to construction of the project, the railroad may permit such contractor access across said right-of-way and tracks at such location as shall be mutually agreed upon by CSXT and contractor, provided contractor first executes a license agreement satisfactory to the railroad and agrees to bear all costs and liabilities related to such access, including reimburse the railroad for the flagmen expenses, cost of providing and removing any temporary grade crossing, and other costs which CSXT deems necessary for protection of its property and operations. Contractor shall at no time cross the railroad's right-of-way or tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be established pursuant to this subsection.

WATCHMEN:

The railroad shall have the right to assign a watchman to the site of the project to perform inspection services for protection of its railroad operations, whenever, in the opinion of CSXT, such inspection may be necessary to prevent interference with railroad operations, such as but not necessarily limited to obstruction of track clearances and roadbed drainage, foreign substances on or adjacent to the rails and disturbance of surface and alignment of track, but such inspection shall not relieve the contractor from liability. The cost incurred by the railroad for furnishing a watchman to perform such inspection services will be reimbursed by TDOT.

FLAGGING SERVICES:

Any flagging service required, when in the opinion of CSXT that such service is necessary for the safety of its operations because of work being performed by the contractor or in connection therewith, will be provided by the railroad. The requirements of the railroad are as follows:

The services of two flagmen whenever the contractor's men or equipment are, or are liable to be, working within the specified track clearances, or over the tracks, or when work has disturbed the surface and alignment of any operated track to such extent that movement of trains should be controlled by flagging.

The Department or contractor shall give a minimum of thirty (30) days advance notice to CSXT for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90 days to obtain this flagging service, and CSXT shall not be liable for the cost of delays attributable to obtaining this flagging service.

The Department will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad has officially allotted **1** flagging days to the Contractor for the above described project. In the event that flagging services are required in excess of the officially allotted days, the Department will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days. These additional flagging costs assessed against the Contractor will be made under the following item:

105-03	Railroad Flagging (Deduct)	Dollar
---------------	-----------------------------------	---------------

The payment of flagging services will be based on invoices received from the Railroad. The Engineer shall sign the invoice in order to verify the flagging service performed by the Railroad.

Estimated flagging rate for this contract is **\$504.00** per day per flagman based on a twelve (12) hour work day.

Overtime rate over 16 hours = 2.0 x regular hourly rate over 16 hours.

Holiday rate = 1.5 x regular hourly rate up to 16 hours and = 2.0 x regular hourly rate over 16 hours.

In addition to the above rate there will be an additive of **233.0%** of direct labor for vacation, holiday, sickness, pension, administration, etc.

Minimum + hours per call out is eight (8) hours and notification to start or to terminate flagman must be given at least five (5) days in advance or else contractor might be billed for flagman whether he is working or not working.

The Contractor and Department will review and sign the Railroad flagman's time sheet attesting that the flagman was present during the time recorded. Flagmen may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad right-of-way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact CSX Transportation, Inc. **Flag Request Contact. (See sheet number 7 for name and address)**. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to CSX Transportation, Inc. **Project Manager contact (See sheet number 7 for name and address)**.

The Railroad flagman assigned to the project will be responsible for notifying the State Project Supervisor upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The State Project Supervisor will document such notification in the project records. When requested, the State Project Supervisor will also sign the flagman's diary showing daily time spent and activity at the project site.

Upon completion of all work within the Railroad right-of-way, the State Project Supervisor shall notify the Railroad for final inspection of this work. The Department shall give the Railroad **120** calendar days from the date of the on-site final inspection, in which the work is accepted by the Department and the Railroad, to submit all invoices for which flagging services are to be reimbursed. Department will not be liable for any payment of flagging charges received after **120** calendar days.

USE OF EXPLOSIVES:

Explosives shall not be used on or adjacent to any track or other railroad property without the prior written approval of CSXT, but such approval will not relieve the contractor from any liability. If the use of the explosives are permitted, the blasting shall be done with light charges under supervision of a responsible employee of the Department or contractor. **No blasting shall be done without the presence of an authorized representative of CSXT. At least thirty (30) business days advance notice to either the CSXT Construction Manager contact or the CSXT Roadmaster is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.** Every precaution shall be taken to avoid damage to property, injury to persons and interruption of railroad operations. **Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.** Blasting shall be discontinued immediately on notice from CSXT that it is too hazardous.

The Department or contractor must have at the Project Site adequate equipment, labor and materials, and allow sufficient time to (i) clean up (at the Department's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at the Department's expense) any track misalignment or other damage to CSXT's property resulting from blasting, as directed by CSXT Representative, without delay to trains. If Department's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Department shall bear the entire cost thereof. In the event that the Contractor does not restore the Railroad's track and/or

related train traffic facilities to their pre-blasting condition, and/or the Contractor's actions result in any delay of train traffic CSXT's costs to mitigate such damages and/or train traffic delays that are charged to the Department by CSXT shall be reimbursed to the Department from monies due the Contractor.

The Department or Contractor shall not store explosives on CSXT property.

STORAGE OF MATERIALS:

The contractor shall not store or pile materials or equipment on the right-of-way of the railroad without having first obtained permission from CSXT, and in no case shall they be stored closer than 13' 0" from the centerline on any railroad track measured at right angles thereto. Such permission will be with the understanding that the railroad will not be liable for any damage to such materials or equipment from any cause and that CSXT may move, or require the contractor to move, at the contractor's expense, such materials and equipment. **The contractor shall store materials so as to prevent trespassers from causing damage to trains or CSXT property.**

CLEANING UP:

The contractor will be required upon completion of the work, to remove from within the limits of the railroad's right-of-way, all machinery equipment, surplus materials, falsework, rubbish, debris, or temporary buildings of said contractor, and to leave the right-of-way in a neat condition, satisfactory to CSXT. The contractor will be required to provide the project engineer with a letter of release from CSXT before final acceptance of the project by the State.

NOTICE OF STARTING WORK:

The contractor shall notify the CSXT Engineer of the railroad in writing at least ten (10) business days in advance, when he expects to start work on railroad's right-of-way and **thirty (30) days** in advance of flagging services.

COOPERATION AND DELAYS:

The contractor shall cooperate with others participating in the construction project, to the end that all work may be carried on to the best advantage. No charge or claim of the contractor against either the State or the railroad will be allowed for hindrance or delay on account of railroad traffic or any work done by the railroad or others, incident to or necessary for safe operation or maintenance of railroad traffic, facilities, and property, or completion of the project, but due consideration of any such delay will be taken into account in counting the working days to be charged against the project.

During construction of the footings of piers or other supports or structures adjacent to any track of the railroad, the contractor shall make adequate provisions against sliding, shifting, sinking, or in any way disturbing the railroad embankment and track operations, by driving temporary sheeting, and/or providing temporary shoring in a manner satisfactory to the State Project Supervisor, the railroad Project Manager (**See sheet number 7 for name and address**) and the railroad Staff Engineer.

Before commencing work on any pier or structure adjacent to any track, the contractor shall submit prints of the proposed shoring and bracing details for the protection of the railroad company's track to the State Project Supervisor for his approval. This submittal shall include the proposed method of installation and be accompanied by supporting data, including design computations, soil descriptions, and other pertinent information.

After approval by the State Project Supervisor, four prints of the proposed shoring and bracing details bearing the seal of a registered structural or professional engineer, together with supporting documents, shall be forwarded to the railroad Project Manager (**See sheet number 7 for name and address**) or his engineering designate for review and approval.

The contractor shall notify the railroad Engineering Consultant Designee and Project Manager (in writing) not less than one (1) week in advance of the proposed time of the beginning of the construction of the piers, supports or structures adjacent to the track.

INSURANCE:

In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the contractor will be required to carry insurance of the following kinds and minimum amounts:

- (1.) Commercial General Liability insurance coverage with limits of not less than **\$5,000,000.00** in combined single limits for bodily injury and or property damage per occurrence. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be indorsed to name Railroad specified in item 2.C. below as an additional insured, and shall include a severability of interest provision, and shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**.
- (2.) Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000.00**, which insurance must contain a waiver of subrogation against CSX Transportation, Inc. and its affiliates.
- (3.) Commercial automobile liability insurance with limits of not less than **\$1,000,000.00** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX Transportation, Inc. as an additional named insured.

Railroad's Protective Public Liability and Property Damage Liability Insurance:

- (4.) The contractor will be required to furnish Railroad Protective Insurance to protect CSX Transportation, Inc. in connection with operations to be performed on or adjacent to CSX Transportation's right-of-way. Questions concerning CSX Transportation Insurance requirements shall be addressed directly to **CSXT Risk Management contact (See sheet number 7 for name and address)**. These are CSXT specifications for proper evidence of insurance:
 - A. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - B. The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - C. Named Insured Railroad and Address:

CSX Transportation, Inc.
Risk Management (C-907)
500 Water Street
Jacksonville, FL 32202

Electronic mail should be sent to:

cmatheny@crouchengineering.com
 - D. Limits of Liability:.

\$5,000,000.00 per occurrence combined single limit for bodily injury and property damage, subject to a \$10,000,000.00 annual aggregate limit is required because a significant number of hazardous materials trains (a total of 5 Train Movements at 60 MPH along this track per day) are in the area of construction).
 - E. **CSX Transportation must be named as the named insured on the Railroad Protective Policy.**
 - F. Name and address of the contractor and TDOT must be shown on the Declarations page.

- G. Name and address of the Project Sponsor, being the State of Tennessee, Department of Transportation must be shown on the Declarations page.
- H. Description of operations must appear on the Declarations page and must match the project description, including project or contract identification numbers.
- I. Authorized Endorsements:
1. Must Include:
 - a) Pollution Exclusion Amendment – CG 28 31
(Not necessary with Form CG 00 35 version 96 and later)
 - b) Delete Common Policy Conditions – CL/CG 99 01
If policy jacket does not include Common Policy Conditions this endorsement is not necessary.
 2. Acceptable:
 - a) Broad Form Nuclear Exclusion – IL 00 21
 - b) 30-Day Advance Notice of Non-renewal or cancellation
 - c) Required State Cancellation Endorsement
 - d) Quick Reference or Index – CL/IL 240
 3. Unacceptable:
 - a) Any Pollution Exclusion Endorsement except CG 28 31
 - b) An Endorsement that excludes TRIA coverage
 - c) An Endorsement that limits or excludes Professional Liability coverage
 - d) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - e) A Known Injury Endorsement
 - f) A Sole Agent Endorsement
 - g) Any Punitive or Exemplary Damages Exclusion
 - h) Any “Common Policy Conditions” Endorsement
 - i) Any endorsement that is not named in I (1) or I (2) above.
 - j) Policies that contain any type of deductible.
- J. Additional Terms:
1. The Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding insurance policies directly to the **CSX Risk Management Contact (See sheet Number 7 for electronic/e-mail address)**.
 2. Neither TDOT nor the Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance policies.

GENERAL

All insurance herein-before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the railroad, as evidenced by the formal acceptance by the State.

Insuring companies may not cancel insurance except by permission of the State and railroad insured, or on thirty (30) days written notice to the State and the railroad.

RAILROAD CONTACTS NAME AND ADDRESS

Mr. Todd Allton Principal Engineer- Public Projects	Mr. Will Roseborough Director Project Development	Insurance Risk Management	FLAGGING REQUEST Mr. Scott Vick Public Projects Administrator Crouch Engineering, Inc. 5115 Maryland Way., Suite 225 Brentwood, TN 37027 svick@crouchengineering.com O:615.791.0630 C: 615.430.2511 Charge Flagging to: CSXT OP#: TN 0952
CSX Transportation, Inc. 1590 Marietta Blvd. NW Atlanta, GA 30318 O. 404.350.5134 E. Todd_Allton@csx.com	CSX Transportation, Inc. 500 Water Street HQ Bldg., 13 th Floor Jacksonville, FL 32202 O. 904.359.1048 C. 904.738.9667 E. Will_Roseborough@csx.com	E. cmatheny@crouchengineering.com	

*Railroad Contacts For Pre-Con Meeting Notification And For Coordination of Construction Work:

TDOT Construction Contact:

Kristin Qualls– Region 1 Operations Engineer

7345 Region Lane

Knoxville, TN 37914

Phone: 865-594-2350

Email: Kristin.Qualls@tn.gov

Railroad’s Construction Division Contact:

Amanda DeCesare, Director Construction Engineering

CSX Transportation, Inc.

500 Water Street

HQ Bldg.’ 4th Floor

Jacksonville, FL 32202

Office 904-359-1756

Email: Amanda_DeCesare@csx.com

Railroad’s Engineering Consultant Designate:

Jay Harris - Senior Railroad Engineer

5115 Maryland Way, Suite 225

Brentwood, TN 37027

O. 615.791.0630

M. 615.289.6121

Jharris@crouchengineering.com

Matt Donnelly - Project Manager

5115 Maryland Way., Suite 225

Brentwood, TN 37027

O: 615-932-8144

mdonnelly@crouchengineering.com

DOT Crossing Number(s): 347450H Information:

Date:	8.30.24
14	5
Maximum Train Speed:	60 MPH

SPECIAL NOTES

The contractor shall provide the Railroad Protective Insurance Policy and Certificates of Insurance by e-mail within (20) calendar days of Notification of Award.

Failure to provide the above within the specified time may subject the award to annulment and forfeiture of the bid guarantee, not as a penalty, but as liquidated damages.

SCHEDULE I

TDOT PROJECT NO.: _____
CSXT OP NO.: TN 0952

CONTRACTOR’S AGREEMENT

This CONTRACTOR’S AGREEMENT is made as of _____, _____, by _____ (“Contractor”), to and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property, for the purposes of performing work in connection with the above-referenced project for Tennessee Department of Transportation.

In consideration of CSXT’s consent to permit Contractor on or about CSXT’s property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. CSXT Special Provisions. Contractor agrees to abide by and observe the terms and conditions of the CSXT Special Provisions (which is incorporated by referenced into this Agreement).
2. Insurance Requirements. Contractor shall acquire and maintain the insurance described by the Special Provisions, and shall submit proof of insurance to CSXT in accordance with the Special Provisions, satisfactory to CSXT, prior to commencement of work on or about CSXT’s property.
3. Indemnification.

Contractor further specifically agrees as follows:

- (a) Contractor shall indemnify, defend and save harmless CSXT and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or any other law, ordinance or decree. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement.
- (b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of

the project. Contractor shall indemnify, defend, and CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

- (c) For the purpose of this Agreement, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- (d) Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- (e) The provisions of this agreement shall survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

BY: _____

Print: _____

Date: _____

Title: _____

EXHIBIT C

DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against then for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

EXHIBIT C

DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

March 12, 2025

Commissioner Bob Smallridge

RE: Request

Dear Commissioner Smallridge and Honorable Members of Commission,

At the February 24, 2025, Commissioner Smallridge requested that the mayor look for greater citizen involvement at the shelter and regular reports of what is happening at the shelter.

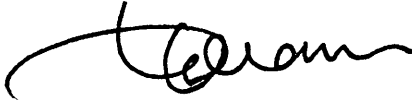
I propose the following:

- Based on industry best practice, an annual report to Commission based on January 1-December 31 data based on Live Release Rate metrics. The data would be: Year; Intake; Adoptions; Returned to Owner; Rescue; Total Live Outcomes; Euthanized or Died; Save Rate
- A monthly report to Commission that would cover the monthly rates as outlined above. (Report would be based on the calendar 1st of each month to the end of the calendar month)
- Report of statistics to be posted for community on the Animal Care & Control website under History and Statistics.
- Separate report of cats adopted through the PetSmart Adoption program.
- Adding of full history of statistics that are available to us.
- Annual reports would be reported to statistics nationally through "Shelter Animals Count" with over 4,000 other shelters.
- Volunteers: Our shelter has consistently depended upon volunteers, and we will continue to do so. The volunteer applications have been updated and due to limited human and animal space, and ensuring proper volunteer management, a scheduling system is being implemented.

- Annual report of volunteer hours served. (Above referenced management system has reporting capability)
- Annual report of list of partner Rescue 501c3's and annual verification of their filing status.
- Annual report of staff certifications status
- Annual report of staff training status

Other reporting that we need to accomplish is a method for reporting live in-field responses; dog bites; barking dogs; animals at large; hoarding cases; animal cruelty cases; court appearances. Other possible reporting: adoption events/appearances in the community. I will report back on a proposed method for getting this data formatted for commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Egan", with a long, sweeping underline that extends to the left.



Joshua Acres
To: Terry Frank

☺ Reply Reply all Forward 📧 ...
Thu 1/2/2025 4:41 PM

📧 You replied on Thu 1/2/2025 4:58 PM

Looking over their security statement and everything they incorporate, I do not see any red flags. They are located in the US, maintain 24/7 physical security, and use the same level data encryption that most online banking use. I also really like that it is done through a web browser so no software has to be installed. I will still run this by Brian but personally I do not see anything that sets off any alarms.

Thank you!

Joshua Acres
CISO
Anderson County Government

Volgistics



Joshua Acres
To: Terry Frank

Reply Reply all Forward ...
Fri 1/3/2025 10:12 AM

Good morning Mayor!

I spoke with Brian, and he said he respects my recommendation, I don't see anything on Volgistics that would be a risk as far as security goes. If they need any help with the setup we will be happy to assist!

Thank you!

Joshua Acres
CISO
Anderson County Government

Reply Forward



Login



The complete online tool for managing your volunteers.

[Sign up now!](#)

Animal Shelters

Volunteer Sign-In

Online Schedule Portal

Application Form Collection and Management

Time Tracking and Reporting

Animal Shelters



Live Demo

Schedule a live one-on-one session or watch a recorded demo

Volunteers at animal shelters, humane societies, and animal rescue and welfare organizations do important jobs like walking dogs, cleaning kennels, training and grooming animals, and working at adoption events.

Animals need around-the-clock care, so managing volunteers is crucial but can be time-consuming. Volgistics has animal shelter volunteer software to help you keep track of your volunteers' schedules,

Try or Buy

Try it for 30 days or create a
FULL account today!

Sample

Account

Take Volgistics for a test drive
with a demo account, pre-
loaded with sample data

onboarding, and communications.

Features of Our Animal Shelter Management Software

Managers can use the Volgistics platform to manage their volunteer schedules and save individual information to improve the volunteer experience.

Learn more about the key features for animal shelters below.

Volunteer Sign-In

Our **VicTouch** module is a kiosk where animal shelter volunteers can sign in and out of their shifts. The kiosk tracks working hours automatically and digitally, eliminating the need for paperwork or manual hour input.

Online Schedule Portal

VicNet is our online portal for managing volunteers. You and your volunteers can use any internet-connected device to:

- View and edit contact info.
- See work schedules.
- Set availability and hours.
- Communicate schedule changes.
- Send a thank-you message.

Application Form Collection and Management

Volgistics helps you advertise volunteer opportunities and collect applications. With our platform, you can:

- Create and post a custom application.
- Create volunteer profiles automatically from application data.
- Migrate your old database to our platform.

These tools eliminate back-office tasks, so you can get your volunteers onboarded and caring for animals quicker.

Time Tracking and Reporting

Set custom assignments and quotas to track and report on service hours. Some volunteers must complete service hour requirements, so you can see how many hours each has worked and [create a report](#) outlining their work.

Contact Volgistics to Learn More About Animal Care Volunteer Software

Interested in learning more about our volunteer management software? Contact Volgistics online today. See how our platform works by [registering for a live demo](#) or [claiming your free 30-day trial](#).



"Volgistics is an exceptional program. My organization had over 300 volunteers a year and Volgistics made scheduling a breeze and keeping accurate records so simple. It also was great from a safety standpoint!"

Meagan H.



Organizations
Served

4,931

Leaders Benefiting

100,519

Volunteers Tracked

5,971,204

Anderson County, Tennessee
Board of Commissioners
RESOLUTION NO. 25-03-1202

RESOLUTION AUTHORIZING A CONTINUOUS FOUR (4) YEAR REAPPRAISAL CYCLE

WHEREAS, Tenn. Code Ann. § 67-5-1601 establishes a general six (6) year reappraisal for updating and equalizing property values for every county in Tennessee for property tax purposes, and

WHEREAS, a six (6) year reappraisal program consists of an on-site review of each parcel of real property over a five-year period followed by a revaluation of all such property in the year following completion of the review period and includes a current value updating during the third year of the review cycle and sales ratio studies during the second and fifth years of the review cycle, and

WHEREAS, Tenn. Code Ann. § 67-5-1601 provides that upon the submission of a plan by the assessor and upon approval of the State Board of Equalization, a reappraisal program may be completed by a continuous four (4) year cycle comprised of an on-site review of each real property over a three (3) year period followed by revaluation of all such property in the year following completion of the review period, and

WHEREAS, the county legislative body of Anderson County understands that by approving such a four (4) reappraisal cycle, a sales ratio study will be conducted during the second year of the review cycle and the centrally assessed properties and commercial/industrial tangible personal property will be equalized by the sales ratio adopted by the State Board of Equalization:

NOW THEREFORE, BE IT RESOLVED by the County Legislative Body of Anderson County, meeting in regular session at Clinton, Tennessee in this the 21st day of January 2025, that:

PURSUANT to Tenn. Code Ann. § 67-5-1601, reappraisal shall be accomplished in Anderson County by a continuous four (4) year cycle beginning July 1, 2025, comprised of an on-site review of each parcel of real property over a three (3) year period followed by revaluation of all such property for tax year 2025.

RESOLVED, APPROVED AND EFFECTIVE this 17th day of March 2025.

APPROVED:

H. Tyler Mayes, Chair, AC Comm.

Terry Frank, Mayor

ATTEST:

Jeff Cole, County Clerk

MEMORANDUM OF UNDERSTANDING

between

Anderson County and The Division of Property Assessments

DATE: March 11, 2025

TO: John K. Alley, Jr., **Assessor of Property**

Terry Frank, **County Mayor (or Executive)**

RE: **Anderson County 2029 Year Reappraisal Program**

FROM: Tennessee Comptroller of the Treasury Division of Property Assessments

The purpose of this memorandum of understanding is to clarify the areas of responsibility for all parties involved in the reappraisal of **Anderson County**. It is intended to express the requirements needed to successfully complete reappraisal and to define the extent of involvement expected of the Comptroller's Division of Property Assessments. A reappraisal program is defined as the updating of all values in the county by analyzing current information and establishing new tables, models, schedules, rates and depreciation.

Tenn. Code Ann. § 67-5-1601 provides for assessors of property to have the option to reappraise either on a 6- year cycle with an update of values in the third year, or to reappraise on a 4- or 5-year cycle with no updates, or the SBOE may consider a plan submitted by an assessor which would have the effect of maintaining real property values at full value as defined by law on a schedule at least as frequent as outlined in § 67-5-1601(a)(1). The resources available to the Division of Property Assessments enable them to provide technical assistance to counties during the reappraisal year; however, the amount of division involvement will be determined by the workload resulting from all counties that are scheduled for reappraisal during each year.

The amount of Division of Property Assessments involvement must be determined and clearly understood prior to the county producing a plan for reappraisal. The assessor of property will prepare a plan that accomplishes reappraisal in accordance

with standards and procedures prescribed by the Division of Property Assessments. The reappraisal plan must include all specific items identified in this memorandum of understanding.

I. County Responsibility

The assessor of property will be responsible for ensuring that all phases of the reappraisal program are conducted in accordance with Division of Property Assessment's policies and procedures relating to **property valuation, sales verification, appeal defense and statistical standards**. The county must **resolve data quality reports, provide accurate property characteristics, provide adequate data entry, demonstrate its ability to organize and manage a program, provide adequate staffing and provide financial support**.

A. Property Valuation: All types of property will be valued following standard procedures.

1. Residential - Residential properties will be valued by determining the proper base rate for each residential improvement type in the jurisdiction. The base rates will be developed using sale properties with recently constructed improvements whenever possible to reduce the difficulties of estimating depreciation and to increase the accuracy of the land values. The base rate analysis will consider the new depreciation that will automatically be calculated when the year of reappraisal changes. The assessor of property shall retain all base rate analyses for appeal purposes. Appropriate depreciation and/or effective age will be used to adjust groups of parcels where market evidence supports it. When additional depreciation or effective age changes are used to adjust values, market analysis must be retained to support the adjustments. Individual property characteristics will not be improperly altered to achieve acceptable analysis results. Outbuildings and Yard Items (OBYs) will be valued using standard abbreviations and updated cost tables. The cost tables will be developed from nationally recognized cost services and calibrated to the local market. The assessor of property will retain all necessary supporting documentation for review and appeal purposes. Residential land will be valued using accepted appraisal practices and available computer techniques. All residential market area (neighborhood) delineation codes will be reviewed to determine their accuracy, and the necessary action will be taken to correct any changes indicated by the market since the last reappraisal program.

2. Rural Land - Rural land will be valued using standard rural land valuation procedures. Rural sales will be located and verified to determine if they meet the requirements of a valid transaction. All rural sales will be reviewed by the assessor of property or a staff member

with either the buyer, seller, or agent to determine the conditions of the sale and if any adjustments are needed. A rural land sales verification form will be completed on all rural sales. These forms will be maintained in the assessor of property's office for review and use in appeals. Rural land will be valued using the rural land valuation tables. Appropriate sales analysis must be conducted to produce a rural land schedule and to determine all factors affecting value. Areas of the county that cannot be valued using the base rural land schedule will be valued using the rural land schedule adjusted to the appropriate level of value. Land grade maps will be used to determine the appropriate land grade for each parcel. The land grade maps, if not already available, will be constructed by using Natural Resources Conservation Service (NRCS) soil survey information. All maps will be updated to reflect the most current base features such as wooded areas and areas that have been cleared since the last reappraisal program. All rural market area (neighborhood) delineation codes will be reviewed to insure they conform to current market conditions.

3. Commercial/Industrial Property - All commercial and industrial property shall be valued using standard valuation procedures. The listing of commercial and industrial properties will be reviewed for accuracy. All commercial property will be reviewed to determine if valuation by the income approach is the most appropriate method. In these instances, it will be necessary to gather sufficient income and expense data from the market to calculate an indication of value by the income approach. Completed income and expense forms will be retained for review and appeal purposes. All income data must be analyzed by making comparisons with like properties such as comparing offices to offices, warehouses to warehouses, and restaurants to restaurants. All commercial sales will be verified to determine if any special circumstances such as personal property or unusual financing are included. Commercial and industrial base rates will be developed for each type of commercial and industrial improvement in the jurisdiction. This is typically accomplished using a combination of local information and a professional cost service. All industrial properties shall be revalued using the most appropriate method, typically the cost approach. All commercial and industrial land will be revalued using the most appropriate unit of comparison, and all pertinent information such as zoning will be indicated on the land valuation maps. All analyses and sales information used to determine the commercial and industrial land values will be retained by the assessor of property for review and appeal purposes. All commercial and industrial market area (neighborhood) delineation codes will be verified to determine if they need to be revised due to changes in the market.

4. Small Tracts - Land that does not qualify as a farm and is not part of an organized development is considered a small tract. It is typically valued as an individual unit and priced per unit or per acre. A total countywide small tract analysis must be accomplished in order to determine reasonable values. After the analysis has been accomplished and a pricing guide developed, the existing small tracts are to be reviewed to determine consistency. After making any needed adjustments to improve consistency, the small tracts will be revalued using accepted appraisal practices and any appropriate computer-assisted techniques. The assessor of property will maintain all analyses and sales information used in the valuation of small tracts for review and appeal purposes. All market area (neighborhood) delineation codes that influence the valuation of small tracts will be reviewed to determine accuracy, and any adjustments needed will be made.

5. Unique Properties - Usually, unique properties will exist in a county that will require special treatment. These can be lake properties, mobile homes, large industrial complexes, mineral interest, leasehold interest, etc. The reappraisal plan will address these properties and explain how they will be valued.

B. Sales Verification: A major element in the success of a reappraisal program is the completeness and accuracy of the sales file. The Division of Property Assessments maintains a publication entitled *Property Assessor's Procedures for Sales Data Collection and Verification* to guide assessors through this process. These procedures will be followed to ensure the necessary accuracy in sales analysis. Any attempt to influence the results of the analysis by inaccurate sales verification must be avoided. The quality of the final statistical analysis depends on the integrity of the sales file, and every effort should be made to ensure its accuracy. The assessor of property will maintain records on the verification of sales for review and appeal purposes.

C. Appeal Defense: Any reappraisal program must have the necessary data and information to defend the appraisals. The assessor of property and staff must have the ability to present the value-supporting data in a manner that provides the property owners and appeal boards with the information necessary to understand how and why the value conclusions were determined. The assessor of property and staff will resist making unnecessary changes just to satisfy the property owner when the appraisal is otherwise correct. All elements of the valuation process must consider the appeal process. An effort must be made to maintain sufficient data to defend the values, and this data includes the following: base rate analysis; sales analysis;

cost information; land valuation information; adjustments to sales; income and expense information; and any other information that will be useful in the appeal process.

D. Statistical Standards for Reappraisal: The Division of Property Assessments utilizes statistical standards developed by the International Association of Assessing Officers (IAAO) for evaluating the results of reappraisal programs. The reappraisal program should be completed with these standards as the goal. Failure to meet these standards indicate the reappraisal program may be flawed and unacceptable. The standards apply to property by its statutory classification such as residential, commercial/industrial, and farm. Within each classification, properties may be further stratified based on a detailed analysis of the information available. The data used to produce the analysis must be accurate and uninfluenced by personal bias. The discovery of inaccurate data that has an influence on the results of the statistical analysis will be considered in the overall evaluation of the program. If the results of the statistical analysis fail to meet acceptable standards, said results will be reported to the State Board of Equalization for appropriate action.

E. Data Quality Reports: Data quality reports include edits that enable the assessor to identify data problems. Since the success of a reappraisal program is determined by the accuracy of the data, each county must identify and resolve errors found on data quality reports. Typically, this information is produced from the assessor of property's computer file and analyzed locally. Counties utilizing the state computer-assisted mass appraisal (CAMA) system may contact Division of Property Assessments staff for assistance as needed to generate data quality reports. Counties operating independent CAMA systems are expected to accomplish this without Division assistance.

F. Data Entry: A reappraisal increases the amount of data entry because of changes and adjustments to the file, especially where extensive field reviews are required. Any plan for reappraisal must consider this additional data entry workload.

G. Organization and Management: The completion of a successful reappraisal program is dependent upon the ability of the assessor of property to organize work activities and to manage employees throughout the reappraisal cycle. Any reappraisal plan must consider topics including but not limited to: staffing (both in quantity and in assignment of duties), training, quality control, and office space.

H. Approval of any cycle other than a 6-year cycle: The assessor of property in any county that plans a 1,2,3,4, or 5-year reappraisal program must have approval by resolution from the county legislative body. The plan for reappraisal prepared by the assessor of property must be submitted for review to the county executive and the county legislative body. The county legislative body must provide the funding to accomplish the reappraisal program as outlined in the plan for reappraisal.

II. Division of Property Assessments' Responsibility:

Tenn. Code Ann. § 67-5-1601 provides that all work (accomplished by the assessor of property) is subject to the supervision and approval of the director of the Division of Property Assessments. The Division of Property Assessments is required to supervise and direct all reappraisal and revaluation programs. The Division of Property Assessments' statutory responsibilities include providing technical assistance and ensuring the accuracy of the reappraisal program. All counties conducting reappraisal programs accept the condition of limited involvement from the Division of Property Assessments and agree to maintain records and provide sufficient data and reports to enable the Division of Property Assessments to evaluate the quality of the reappraisal program.

A. Technical Assistance: Technical assistance is provided to a county by staff members of the Division of Property Assessments. The amount of technical assistance to be provided by the Division of Property Assessments will be determined after considering available resources and existing workload of county reappraisal programs scheduled during each year.

Examples of technical assistance to the assessor's office may include:

- Residential Base Rate Development
- Residential Analysis
- OBY Cost Tables Development
- Rural Land Schedule Development
- Homesite Analysis
- Commercial & Industrial Base Rate Development
- Income & Expense Analysis
- Commercial Market Analysis
- Industrial Property Appraisal
- Small Tract Sales Analysis
- Small Tract Pricing Guide Development
- Sales Adjustments Determination
- Sales Verification Instruction
- Unique Properties Appeal Preparation
- Data Preparation for Appeals Defense
- Overall Statistical Results Review
- Data Quality Reports Production
- Assessable Mineral Interest Valuation
- Assessable Leasehold Interest Valuation
- On-The-Job Training for Assessor's Staff
- Market Area (Neighborhood) Delineation Codes Review

B. Modification of Responsibility

Due to level of expertise, number of staff members, and resources available to the assessor of property, there may be a need to modify areas of responsibility in the memorandum of understanding. The purpose of the modification of responsibility is to provide latitude between the assessor and the division regarding the identified areas of responsibility. The following are specific modifications to this agreement that will be mutually beneficial for both parties and allow for better utilization of resources during the revaluation program:

III. Accuracy of Program

The assessor of property will prepare a final value report at the end of the revaluation year that will give an overview of the reappraisal program and support the value indications. The accuracy of the reappraisal program shall be determined by a review of the supporting documentation for the following: base rate development; land valuation; application of market adjustments; market area (neighborhood) delineation codes analysis; rural land sales analysis; small tract analysis; identification and valuation of unique properties; completeness of the sales file; quality of records developed for appeal defense; results of the statistical analysis; resolution of the data quality reports; and correctness of property characteristic data.

IV. Computer Appraisal System

In the event the assessor of property chooses to change the current CAMA system, information regarding the new system and a detailed plan of implementation must be included with the reappraisal plan for approval by the State Board of Equalization.

V. Failure to Comply

It is the expressed intent of this memorandum of understanding to provide the county and the Division of Property Assessments with a clear understanding of the responsibility of each party

regarding the completion of the next reappraisal program. It is the intent of the Division of Property Assessments to take whatever action necessary to ensure the accurate and timely completion of the reappraisal program. Failure on the part of the county on any of the items agreed to herein shall result in the reporting of said failure to the State Board of Equalization for appropriate action.

It is with full understanding that we accept the conditions identified in this memorandum of understanding and accept responsibility to accomplish all items identified herein. We recognize that failure on the part of the county legislative body or the assessor of property to complete the agreed to requirements will result in the action identified herein.

County Mayor (or Executive) _____
Signature *Date*

Assessor of Property _____
John K. Alley Jr. *3-11-2025*
Signature *Date*

Appraisal Supervisor _____
Div. of Property Assessments *Signature* *Date*

Area Appraisal Manager _____
Div. of Property Assessments *Signature* *Date*

Assistant Director _____
Div. of Property Assessments *Signature* *Date*

**ANDERSON COUNTY GOVERNMENT
SUMMARY OF BUDGET AMENDMENTS**

March 6, 2025

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
Group 1 Financial Reports			
Cash & Fund Balance, Sales Tax, ARPA and Grant Reports			
Group 3 Purchasing Contracts & Surplus Vehicles - Legal Review - Commission Approval			
1	3A	Gold Creek Foods, Contract #25-0105	
1	3B	Don Lee Farms, Contract #25-0106	
1	3C	Matthew Wilson, EMS Tuition, Contract #25-0107	
1	3D	State of TN, Dept. of Military/TEMA, Contract #25-0108	
1	3E	James Hurst, EMS Tuition, Contract #25-0109	
2	4A	Eagleview, Contract #25-0110	
2	5	Capital Asset Donation, EMA Hazmat Truck, 2005 Fire Turck	
Group 3 Consent Agenda - Transfers (No Commission Action Necessary)			
2	1	General Fund 101 - Register of Deeds	\$ 1,000.00
3	2	General Fund 101 - Finance	\$ 600.00
3	3	General Fund 101 - Property Assessor	\$ 600.00
3	4	General Fund 101 - Property Assessor	\$ 7,150.00
3	5	General Fund 101 - Health Department	\$ 200.00
4	6	General Fund 101 - Health Department	\$ 100.00
4	7	General Fund 101 - County Commission	\$ 1,500.00
5	8	General Fund 101 - Election Commission	\$ 1,526.00
Group 4 - Appropriations - School (Commission Approval by Board Vote)			
5	9	Fund 141 - Fiscal Services	\$ 200,000.00
5	10	Fund 141 - Fiscal Services	\$ 1,875.00
6	11	Fund 141 - Special Education	\$ 32,741.68
Group 5 - Transfers - School (Commission Approval by Board Vote)			
Group 6 - Appropriations - NonSchool (Commission Approval by Board Vote)			
6	12	General Fund 101 - Property Assessor	\$ 2,654.09
7	13	General Fund 101 - Property Assessor	\$ 7,500.00
7	14	General Fund 101 - Health Department	\$ 1,363.24
8	15	General Fund 101 - EMA	\$ 25,425.00
8	16	General Fund 101 - EMA, EOC Grant	\$ 2,942,940.00
8	17	General Fund 101 - Clerk & Master	\$ 16,000.00
Group 7 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)			
10	21	General Fund 101 - Election Commission,	\$ 11,704.00
10	21	Include T.C.A. Code 2-12-210 in minutes	Motion Passed
Group 8 - Transfers - NonSchool (Commission Approval by Board Vote)			
9	18	General Fund 101 - Clerk & Master (Payroll)	\$ 5,250.00
9	19	General Fund 101 - EMS (Payroll)	\$ 46,505.00
10	20	General Fund 101 - Sheriff, VCIF Grant (Payroll)	\$ 75,604.00
Group 9 - Miscellaneous			
11	A	Grant Pre-Applications, Drug Court, Juvenile & Norris Library	Motion To Approve
11	B	Discussion on Privatizing Animal Shelter Operation/Workshop Requested	Motion for Workshop
11	C	Property Assessor Re-Appraisal/Eagleview & Deckard	No Action
11	D	FY 25/26 Proposed Budgets	No Action
11	E1	New Business 1 - Opioid Project Recommendations	Motion to Approve
11	E2	New Business 2 - Circuit & Criminal Court Tech Updates	Motion to Approve
15	F	Unfinished Business	NA
Group 10 - Additional Items not discussed during budget committee (requires 3/4 majority vote)			

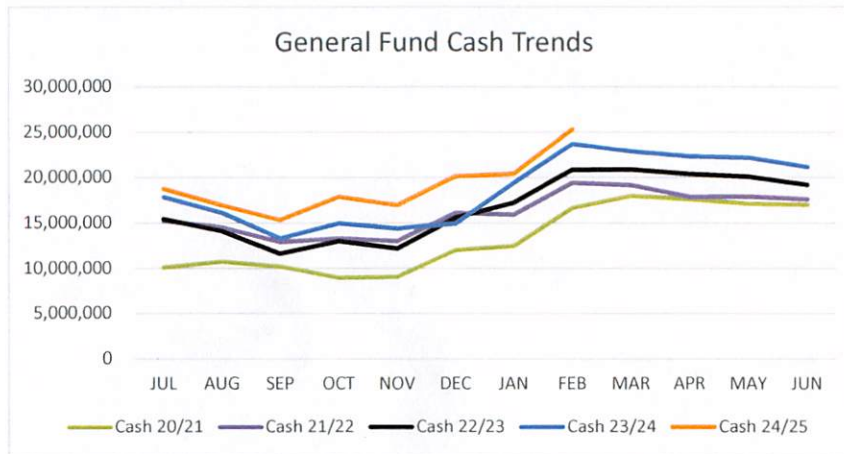
**ANDERSON COUNTY GOVERNMENT
CASH AND FUND BALANCE REPORT
February 28, 2025**

FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,225,703	\$ 518,537	\$ 4,149,328	\$ 10,789,240 *	\$ 17,682,808	\$ 25,334,959
115	Library Fund	\$ -	\$ 269,205		\$ -	\$ -	\$ 269,205	\$ 452,038
116	Solid Waste/Sanitation Fund	\$ -	\$ 715,964	\$ -	\$ -	\$ -	\$ 715,964	\$ 1,479,099
121	American Rescue Plan							\$ 2,985,084
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 158,721
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 56,306
128	Tourism Fund	\$ -	\$ 438,618	\$ 233,650	\$ 100,000	\$ -	\$ 772,268	\$ 1,060,321
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,141,902	\$ -	\$ -	\$ 1,486,767	\$ 4,304,431
141	General Purpose School Fund	\$ -	\$ -	\$ 10,739,372	\$ -	\$ -	\$ 10,739,372	\$ 22,681,438
143	Central Cafeteria	\$ 88,414	\$ 4,454,127	\$ -	\$ -	\$ -	\$ 4,542,541	\$ 4,284,255
151	General Debt Service Fund	\$ -	\$ 1,173,967	\$ -	\$ -	\$ -	\$ 1,173,967	\$ 3,050,731
152	Rural Debt Service Fund	\$ -	\$ 673,967	\$ -	\$ -	\$ -	\$ 673,967	\$ 1,183,620
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 1,561,307
171	Capital Projects Fund	\$ -	\$ 482,565	\$ -	\$ -	\$ -	\$ 482,565	\$ 870,512
177	Education Capital Projects Fund		\$ 954,077	\$ -	\$ -	\$ -	\$ 954,077	\$ 1,469,634
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 961,103	\$ -	\$ 991,658	\$ 645,112
		\$ 194,097	\$ 11,935,279	\$ 12,642,215	\$ 5,265,545	\$ 10,789,240	\$ 40,826,376	\$ 71,577,568

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

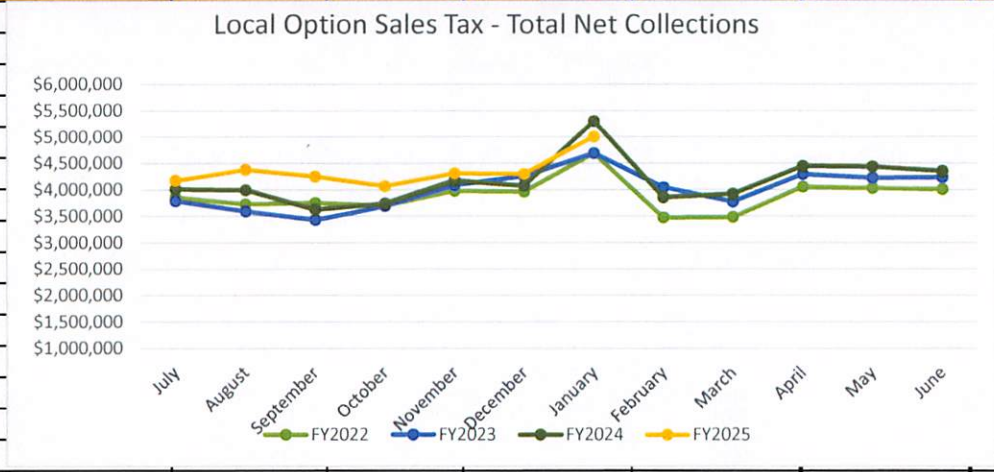
Cash Trends
February

Cash 20/21	16,608,323
Cash 21/22	19,370,998
Cash 22/23	20,793,264
Cash 23/24	23,681,871
Cash 24/25	25,334,959 1.6M



Copy of Local Option Sales Tax - Net Breakdown by FY

FY2024	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
July	\$499,637.60	\$935,432.32	\$102,159.70	\$46,607.31	\$2,247,025.24	\$118,499.10	\$59,819.45	\$4,009,180.72	6%
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	\$507,665.20	\$971,899.48	\$105,362.12	\$40,481.03	\$2,490,047.05	\$136,616.12	\$46,588.25	\$4,298,659.25	5.6%
January	\$602,686.44	\$1,051,538.71	\$115,188.16	\$53,396.68	\$2,981,517.91	\$134,690.93	\$65,305.67	\$5,004,324.50	-5.5%
February									
March									
April									
May									
June									
Totals:	\$3,629,203.06	\$6,398,549.90	\$732,732.75	\$323,109.28	\$18,135,693.09	\$910,937.56	\$357,195.66	\$30,487,385.30	



ARPA PROJECTS

ARPA Funding Eligibility Category		REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL				
Total ARPA Allocation		\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00				
-Less Budgeted To-Date		\$ (10,012,679.87)	\$ (5,120,393.55)	\$ (15,133,073.42)				
Remaining Allocation		\$ (12,679.87)	\$ (168,319.55)	\$ (180,999.42)				
Interest earned and balance of allocations		\$ 379,019.85	\$ (180,999.42)					
Total Interest Remaining				\$ 198,020.43				
Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	COMPLETION DATE	Date Approved by Commission	
1 Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	FY22	4/18/2022	
2 Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	FY22	4/18/2022	
3.1 TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	FY23	2/22/2022	
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	FY24	11/21/2022	
5 Comp/Building/Contents/MotorPool)	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	FY23	8/15/2022	
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	FY22	9/20/2021	
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	FY24	8/15/2022	
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	FY24	8/15/2022	
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	FY24	3/10/2022	
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	FY24	8/15/2022	
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	FY24	8/15/2022	
11 Senior Center Kitchen Improvements	\$ 670,200.00	\$ 670,200.00	\$ -	Complete	YES	FY24	5/16/2022	
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	FY22	5/16/2022	
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	FY24	8/15/2022	
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	FY24	8/15/2022	
18 Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	FY24	8/15/2022	
19 EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	FY24	11/21/2022	
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	FY23	8/15/2022	
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	FY24	8/15/2022	
23 Repair Chimnes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	FY24	1/17/2023	
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	FY24	3/20/2023	
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	FY24	5/15/2023	
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	FY24	6/19/2023	
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	FY24	8/21/2023	
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	FY24	8/21/2023	
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	FY24	8/21/2023	
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	FY24	3/18/2024	
33 County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,250,000.00	\$ -	Complete	NO	FY25	12/18/2023	
34 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	FY25	5/20/2024	
35 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	Complete	YES	FY25	5/20/2024	
36 Auto Purchases	\$ 170,281.35	\$ 170,281.35	\$ -	Complete	YES	FY25	6/17/2024	
44 Employee Retention Payments 2024	\$ 469,288.25	\$ 469,288.25	\$ -	Complete	YES	FY25	12/16/2024	
3 TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	FY26	2/22/2022	
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 127,200.79	\$ 22,799.21	In Progress	YES	FY25	8/15/2022	
14 EMS Ambulances for 2 years	\$ 1,346,903.66	\$ 500,511.66	\$ 846,392.00	In Progress	NO	FY26	8/15/2022	
27 TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 213,074.14	\$ 166,440.78	In Progress	YES	FY27	6/19/2023	
31 Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 604,000.00	\$ -	\$ 604,000.00	In Progress	YES	FY26	9/18/2023	
37 EMS Vehicles FY25	\$ 422,819.10	\$ 8,857.10	\$ 413,962.00	In Progress	NO	FY26	8/19/2024	
38 Sheriff's Vehicles FY25	\$ 571,962.02	\$ 274,514.02	\$ 297,448.00	In Progress	YES	FY26	8/19/2024	
39 Archives Security Cameras	\$ 13,843.30	\$ 13,802.94	\$ 40.36	In Progress	YES	FY25	8/19/2024	
40 Senior Center Badge System	\$ 10,888.36	\$ -	\$ 10,888.36	In Progress	YES	FY25	9/16/2024	
41 Blockhouse Valley Recycling Center	\$ 56,500.00	\$ -	\$ 56,500.00	In Progress	YES	FY25	10/21/2024	
42 County Auto Purchases	\$ 100,000.00	\$ -	\$ 100,000.00	In Progress	YES	FY26	11/18/2024	
43 Blockhouse Valley Recycling Center	\$ 14,000.00	\$ -	\$ 14,000.00	In Progress	YES	FY25	12/16/2024	
17 Digital Poll Books -Election Office	\$ -	\$ -	\$ -	Canceled	YES	FY24	8/15/2022	
20 CDBG Waterline Project (Buchanan Ln, Judson Rd, Savage Garden)	\$ -	\$ -	\$ -	No Bids	YES	FY24	8/15/2022	
	\$ 15,133,073.42	\$ 12,350,602.71	\$ 2,782,470.71					

2024-2025 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Fed Direct	Grantor	Indirect Cost Recovery	
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 133,500		7/1/2024	6/30/2025		\$ 133,500		TMH/SAS	\$ 8,260	
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,685	
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP		
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA		
54710-70-EMSE1	EMS	EMS Equipment Grant	\$ 134,180		7/1/2023	9/30/2024		\$ 134,180		TDH		
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA		
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS		
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS		
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS		
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH		
55110-707-AWN	Health Department	Immunization Funding Grant (awriting)	\$ 227,000		3/1/2025	7/31/2026	\$ 227,000			TDH		
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH		
55160-2001	Health Department	Safety Net Grant for Denial	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH		
55160-2001	Health Department	Safety Net Grant for Denial (Emory Valley)	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH		
53500-1000	Highway/Mayors Office	TDOT Old State Circle Bridge (State Run Project)	\$ 950,900		7/1/2024	6/30/2029	\$ 950,900			TDOT		
51900-799-NWDS	Juvenile Court	Juvenile Court State Supplement Funds	\$ 45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS		
51900-799-NWDS	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580	10/14/2020	10/14/2025	\$ 523,207	\$ 942,020		TDOT		
51900-799-NWDS	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849						TDOT		
58190-FIG	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400			\$ 711,396		\$ 1,860,000	USBOT		
91170-791-CDBG1	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG		
	Mayors Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TNEC/CDBG		
	Mayors Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNEC		
	Mayors Office	Broadband Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000		TDEC		
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	\$ -	11/1/2024	3/31/2026	\$ -	\$ 45,000		TNDDA		
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	\$ -	8/1/2024	7/31/2026	\$ -	\$ 100,000		TDEC		
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2024	9/30/2026	\$ 3,795,149	\$ -		TDEC		
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT		
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 381,587		4/15/2024	6/30/2028	\$ 381,587			TDEC		
101-56300	Mayor's Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAD		
53310-399-AEM1	Mayor's Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2025		\$ 13,005		OCJP		
53310-DVCC	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF		
101-54110	Sheriff's Department	STOP DV Court	\$ 201,000		7/1/2023	9/19/2024	\$ 201,000			OCJP		
54230-BBP1	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDSSH/NHSTA		
54110-VCFI2	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP		
54110-188-SORR1	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,900	
54110-170	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		\$ 200,000		TDCL		
54210-SMHT4	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		\$ 1,275,000		TDHS		
101-54110	Sheriff's Department	Mental Health Transport	\$ 280,208	\$ -	10/1/2024	9/30/2025	\$ 23,800	\$ 280,208		OCJP		
128-58110-ARPA	Tourism	Governor's Highway Safety Grant	\$ 23,800	\$ -	10/1/2024	9/30/2025	\$ 23,800			TDSSH/NHSTA		
128-58110-ENGR	Tourism	Tourism ARPA	\$ 326,715		12/1/2021	11/30/2026	\$ 326,715			TDTD		
54410-706-EOC	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDTD		
	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDTD		
	Emergency Management	Homeland Security Grant 2024	\$ 2,942,940	\$ 960,980	9/1/2024	4/30/2027	\$ 2,942,940	\$ -		TEMA/DHS		
		Current Year Grants	\$11,247,346				\$14,407,140	\$ -	\$ 1,860,000	Total	\$ 27,514,486	\$ 28,945
		Prior Year Grants	\$ 8,680,171				\$10,387,755				\$ 19,087,927	

BUDGET COMMITTEE MINUTES

MARCH 6, 2025

Members Present:

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

Meeting Facilitator: Robby Holbrook, Finance Director

Committee Chair Shain Vowell called the meeting to order.

1. Appearance of Citizens

The following citizens appeared and addressed the committee:

- **Mr. Robert Walker of Oak Ridge** – Presented a written document to the committee, containing questions concerning the Election Commission and Election Office. The questions were related to: 1) Public Notices; 2) Medical Insurance for New Hires; and 3) Payment of Outstanding Invoices. *No formal action was taken.*

2. Approval of Agenda

Motion by **Commissioner Denise Palmer**, seconded by **Commissioner Tyler Mayes**, to approve the agenda as presented. Motion amended by **Commissioner Denise Palmer**, second by **Commissioner Tyler Mayes**, to approve the agenda as presented with inclusion of the New Business items: 1) Opioid Committee Project Funding Recommendations; and 2) Technology Upgrades for the Circuit and Criminal Courts. Commissioner Jerry White not present for vote. *Motion passed.*

3. Purchasing Contracts with Legal Review

- A. Gold Creek Foods, School Nutrition, Contract #25-0105** – Three-year contract for chicken commodity processing. Prices based off competitive bid.
- B. Don Lee Farms, School Nutrition, Contract #25-0106** – Three-year contract for beef commodity processing. Prices based off competitive bid.
- C. Matthew Wilson, EMS, Contract #25-0107** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.

D. State of Tennessee, Department of Military/TEMA, EMA, Contract #25-0108 – Thirty-two-month Homeland Security Grant in the amount of \$25,425.

E. James Hurst, EMS, Contract #25-0109 – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course, obtains his Critical Care Paramedic State License and remains employed full-time with EMS for one-year after obtaining license.

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Tyler Mayes**, to approve **Items 3A through 3E**. *Motion passed.*

4. Purchasing Contracts Pending Legal Review

The following contract obtained legal review before the meeting:

A. Eagleview, Property Assessor, Contract #25-0110 – Six-year aerial imaging contract in the amount of \$88,012.50 per year. Sole Source purchase with Public Notice posting on Vendor Registry for 10 business days.

Motion by **Commissioner Tyler Mayes**, seconded by **Commissioner Anthony Allen**, to approve. *Motion passed.*

5. Capital Asset Donation/ EMA requests to donate 2005 Ferrara Fire Truck to the City of Oak Ridge.

Motion by **Commissioner Anthony Allen**, seconded by **Commissioner Bob Smallridge**, and passed to recommend to the County Commission approval of the surplus declaration and donation.

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:

101-51600-711	Furniture & Fixtures	\$1,000.00
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Increase Expenditure Code:

101-51600-435	Office Supplies	\$1,000.00
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Justification: Office Supplies.

Motion by **Commissioner Denise Palmer**, seconded by **Commissioner Anthony Allen**, and passed to approve the transfer request.

THE 2nd ITEM, 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:

101-52200-348	Purchasing-Postage	\$600.00
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Decrease Expenditure Code:

101-52200-201	Purchasing-Social Security	\$600.00
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Justification: Purchasing postage has increased each of the last 5 years, but we haven't increased our budget. This will get us through the year and we are looking for alternative ways to distribute PO's to vendors other than mail.

Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 3rd ITEM, 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 Code:

101-52300-348	Postal Charges	\$600.00
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Decrease Expenditure Code:

101-52300-425	Gasoline	\$600.00
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Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 4th ITEM, 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 Code:

101-52300-317	Data Processing Services	\$7,150.00
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Decrease Expenditure Code:

101-52300-305	Audit Services	\$7,150.00
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Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 5th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-55110-351	Rentals	\$200.00
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Decrease Expenditure Code:

101-55110-349	Printing, Stationary, and Forms	\$200.00
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Justification: Transfer funds to cover increased rental cost.

Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 6th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-55110-359	Disposal Fees	\$100.00
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Decrease Expenditure Code:

101-55110-399	Other Contracted Services	\$100.00
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Justification: Transfer funds to cover increased rental cost.

Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 7th ITEM, to be presented to the Anderson County Budget Committee, was a written request from County Commission, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-51100-524	Staff Development	\$1,500.00
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Decrease Expenditure Codes:

101-51100-320	Dues and Memberships	\$500.00
101-51100-348	Postage	300.00
101-51100-332	Legal Notices	<u>700.00</u>
		\$1,500.00

Justification: To cover shortage in staff development to have enough funds to pay registration fees for commissioners to attend May Conference.

Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

THE 8th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mark Stephens, Election Commission, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Codes:

101-51500-399	Other Contracted Services	\$760.00
101-51500-317	Data Processing	316.00
101-51500-499	Other Supplies & Materials	<u>450.00</u>
		\$1,526.00

Decrease Expenditure Codes:

101-51500-320	Dues & Memberships	\$626.00
101-51500-435	Office Supplies	<u>900.00</u>
		\$1,526.00

Justification: Additional funds needed to cover unforeseen increases in machine delivery, maintenance agreements and additional voting accessories.

Motion by Commissioner Denise Palmer, seconded by Commissioner Anthony Allen, and passed to approve the transfer request.

**APPROPRIATIONS REQUIRING FULL COMMISSION
APPROVAL**

THE 9th 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	\$200,000.00
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(Amendment will be from 141-34685 Committed for Capital Projects and a JE will replenish the reserve for 39000)

Increase Expenditure Code:

141-72610-410	Operation of Plant-Custodial Supplies	\$200,000.00
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Justification: To appropriate fund equity for custodial supplies for the remaining school year.

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

THE 10th 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.

Increase Revenue Code:

141-48610 Donations \$1,875.00

Increase Expenditure Code:

141-72250-399 Technology-Other Contracted Services \$1,875.00

Justification: To appropriate a donation from the Education Foundation for the purchase of Minecraft for Education licenses. Received revenue 2/25/25.

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

THE 11th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Kim Towe, Special Education Department, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Increase Revenue Code:

141-43551 Special Education Fees for Service \$32,741.68

Increase Expenditure Codes:

141-71200-171-SEFFS	Speech Pathologist	\$19,859.38
141-71200-201-SEFFS	Social Security	1,231.28
141-71200-204-SEFFS	State Retirement	1,263.06
141-71200-206-SEFFS	Life Insurance	100.00
141-71200-207-SEFFS	Medical Insurance	10,000.00
141-71200-212-SEFFS	Employer Medicare	<u>287.96</u>
		\$32,741.68

Justification: To appropriate Special Education Fees of Service funds to add funds to 171-Speech Pathologist and fringe benefits. This is for a new hire Speech Language Pathologist that will start on March 17, 2025. These funds will also cover for her to possibly work days for ESY.

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

THE 12th ITEM, to be presented to the Anderson County Budget Committee, was a written request from John Alley, Property Assessor, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Revenue Code:

101-49700 Insurance Recovery \$2,654.09

Increase Expenditure Code:

101-52300-338 Repairs & Maintenance to Vehicles \$2,654.09

Justification: BA to move insurance recovery revenue to repair vehicle damage. See attached estimate of \$3,154.09.

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

THE 13th ITEM, to be presented to the Anderson County Budget Committee, was a written request from John Alley, Property Assessor, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-48140-2000 Contracted Services-Cities Re-Appraisal Cost \$7,500.00

Increase Expenditure Code:

101-52300-106 Property Assessor's Office-Deputy Assessors \$7,500.00

Justification: Increasing payroll code 106 due to cost associated with part-time employee used for reappraisal.

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

THE 14th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-55110-599-TAB Tobacco Grant Funds in Reserve \$1,363.24

Decrease Reserve Code:

101-39000 Unassigned Fund Balance \$1,363.24

(Amendment will be from 101-34530-2000 Restricted Funds from Tobacco Grant and a JE will replenish the reserve for 39000)

Justification: Grant funds received in advance and are still available.

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

THE 15th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Brice Kidwell, EMA, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:
101-47235-DHS Revenue \$25,425.00

Increase Expenditure Code:
101-54410-499-DHS Civil Defense Other Supplies & Materials \$25,425.00

Justification: To purchase portable barriers, portable message board, ballistic vest and shields. Homeland Security Grant.

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

THE 16th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Brice Kidwell, EMA, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:
101-47590-EOC Revenue \$2,942,940.00

Increase Expenditure Code:
101-54410-706-EOC Emergency Operation Center Grant \$2,942,940.00

Justification: Construction of the new Emergency Operation Center for Emergency Management. EOC Grant.

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

THE 17th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Harold P. Cousins Jr., Clerk & Master, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:
101-39000 Unassigned Fund Balance \$16,000.00

(Amendment will be from 101-34520-7000 Restricted Clerk & Master Data Processing and a JE will replenish the reserve for 39000)

Increase Expenditure Code:
101-53400-711 Chancery Court-Furniture & Fixtures \$16,000.00

Justification: Funds to be used for office desks, chairs, and monitors.

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.

THE 18th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Harold P. Cousins, Jr., Clerk & Master, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Decrease Expenditure Code:

101-53400-169	Chancery Court-Part Time Help	\$5,250.00
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Increase Expenditure Code:

101-53400-162	Chancery Court-Clerical Personnel	\$5,250.00
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Justification: Part-time funds have not been used in 3 years. We have had 2 vacation payouts this year, and this transfer will help recoup those funds to help pay for 2 new employees.

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.

THE 19th ITEM, 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 Codes:

101-55130-334	Maintenance Agreements	\$37,505.00
101-55130-355	Travel	3,500.00
101-55130-451	Uniforms	<u>5,500.00</u>
		\$46,505.00

Increase Expenditure Code:

101-55130-169	Part-Time	\$46,505.00
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Justification: Rise in use of part-time staffing due to vacancies. Did not renew preventative maintenance agreement on medical equipment to reallocate the funds to use in part-time to continue staffing of ambulances. Cancelled some planned travel to move those funds to part-time. Holding off on some uniform purchases such as jackets, uniform pants and uniform polo shirts.

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

THE 20th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Lounicia Bolton/John Prince, Sheriff's Office/Finance, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Decrease Expenditure Codes:

101-54110-207-VCIF2	VCIF Collaborative FY24-Medical Insurance	\$31,404.00
101-54110-471-VCIF2	VCIF Collaborative FY24-Software	<u>44,200.00</u>
		\$75,604.00

Increase Expenditure Codes:

101-54110-187-VCIF2	VCIF Collaborative FY24-Overtime Pay	\$30,000.00
101-54110-513-VCIF2	VCIF Collaborative FY24-Workman's Comp Ins	1,404.00
101-54110-431-VCIF2	VCIF Collaborative FY24-LE Supplies	16,260.00
101-54110-718-VCIF2	VCIF Collaborative FY24-Motor Vehicles	<u>27,940.00</u>
		\$75,604.00

Justification: To adjust FY25 Violent Intervention Fund Collaborative Grant funds to meet new projections.

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

THE 21st ITEM, to be presented to the Anderson County Budget Committee, was a written request from Mark Stephens, Election Commission, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-51500-207	Medical Insurance	\$11,704.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$11,704.00
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Justification: Appropriation necessary to fund newest employee's medical coverage. Previous employee carried none with the county.

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

Commissioner Tyler Mayes recited **T.C.A. 2-12-210** and requested that it be reflected in the minutes. The statute states:

"Nothing in Acts 1986, ch. 930 shall be construed as conferring upon any county election commission, administrator of elections, or any other county election official, status as a state employee. All such persons shall be subject to all applicable purchasing and budgetary laws of such county."

SECTION A, Grant Contract Pre-Applications/John Prince

Finance Director Robby Holbrook presented three (3) grant pre-applications for approval: 1) From TDMHSAS for \$133,550 with no matching costs, benefitting the Drug Court; 2) From TDCS \$45,000 (\$9,000/year), with no matching costs, benefitting the Juvenile Court; and 3) From TSLA for \$1,340.64 with \$70.56 in matching costs benefitting the Norris Community Library.

Motion by **Commissioner Sabra Beauchamp**, second by **Commissioner Tyler Mayes**, to approve the application requests. *Motion passed.*

SECTION B, Privatizing Animal Shelter Operation/Tyler Mayes

Motion by **Commissioner Tyler Mayes**, second by **Commissioner Shelly Vandagriff**, to request a workshop on options for operation of the Animal Shelter. *Motion passed.*

SECTION C, Assessor of Property Johnny Alley/Eagleview/Re-Appraisal

Assessor of Property Johnny Alley presented information regarding Eagleview Pictometry products and Deckard Technologies' short-term rental platform. *No action was taken.*

SECTION D, FY 25.26 Budgets/Robby Holbrook

Finance Director Robby Holbrook presented the current status the FY25-26 Budget, based on information received to date. *No action was taken.*

Director Holbrook requested an additional Budget Committee Meeting be scheduled. The meeting was scheduled for 4:00p.m. on Thursday, April 24, 2025, in Room 312.

SECTION E, New Business

1. Opioid Committee Project Recommendations

Opioid Committee Chair, **Commissioner Shelly Vandagriff**, presented the projects that the committee recommended for funding.

Motion by **Commissioner Tyler Mayes**, second by **Commissioner Denise Palmer**, and passed with a recommendation to County Commission, to allocate funding to all selected projects as presented; and to appropriate the \$2,284.72 shortfall from the Opioid Remediation fund.

2. Technology Upgrades for the Circuit and Criminal Courts


Circuit Court Clerk Rex Lynch presented a request for \$69,049.00 in Audio-Visual upgrades.

Motion by **Commissioner Tyler Mayes**, second by **Commissioner Anthony Allen**, and passed with a recommendation to County Commission, to appropriate \$69,049.00 in funding as requested from Fund 171 –Capital Projects.

SECTION F, Unfinished Business

None.

Meeting Adjourned.



Robby Holbrook, Finance Director



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

Dr. Tim Parrott, Director

MEMORANDUM

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

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

DATE: February 2025

RE: Report to County Commission

ATTENDANCE

Student enrollment stands at 5,649 students including Kindergarten standing at 324 students.

HIGH SCHOOL

Clinton



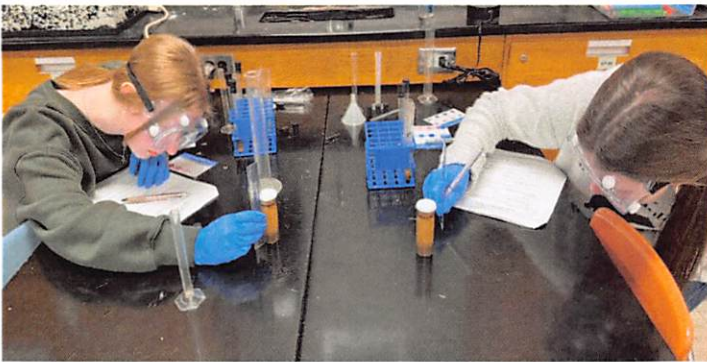
Clinton High School received an award from the College Board this month recognizing their high percentage of female students enrolled in AP computer science courses. CHS was one of 847 schools across 17 countries that received this award for AP Computer Science Principles. This is an important step for providing females with strong foundational skills for high-paying jobs in the computer science industry. Way to go, CHS!



Here are some more female students paving the way at Clinton High School! These students are part Ms. Hutchins' Criminal Justice program. Ms. Hutchins has worked hard to provide as many real-life experiences as possible for her students. They have practiced conducting traffic stops, participated in a mock trial, and visited the court house. The program is growing tremendously and these students are a great example of that success!

Pictured here are Hope Spangler, Deziree Thompson, and Dayton Hackworth after taking 2nd place at the SKILLS Regional CSI Competition. We can't wait for them to represent us at the state competition in April!

Anderson County



Anderson County High School's Advanced Placement classes continue to challenge and inspire students. In Michael Urrutia's AP Language class, students read *Good Form* by Tim O'Brien and *Sticks* by George Saunders. Working in large groups, they selected one of the stories to discuss and analyze in a rhetorical essay. In Donovan Harrington's AP Environmental Science class, students



conducted experiments to explore the physical and chemical properties of soil. Meanwhile, in the combined AP World History and Honors English II class, led by Derek Wallace and James Bolton, students examined Rudyard Kipling's *The White Man's Burden*, written in response to the American takeover of the Philippines after the Spanish-American War. With the AP exams approaching this spring, both students and staff are working diligently to prepare, striving for success and potential college credit.

ELEMENTARY

Andersonville



We celebrated our students with perfect attendance this month. We had a drawing for a cool hat and goodie bag!



We had a digestion simulation in 4-H and the kids had so much fun!

Mrs. Fowler's Kindergarten class has been learning about inventions. Students even heard musical instruments that were invented. We have some really good future banjo and fiddle players!



Briceville

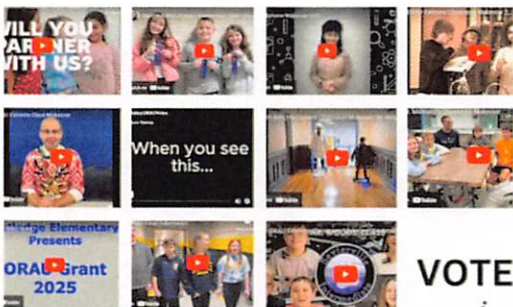


We kicked off "Dr. Seuss Read Across America Week" with red and blue.



We had some very special guest readers in Library class today. Our front office staff got to sneak away for a bit to read to our littles for Read Across America Week. Ms. Shauna, our school secretary, read 'There's a Wocket in my Pocket' to Kindergarten and they had such a fun time naming their Wocket. Mr. Hutcheson, our school principal, read 'Green Eggs and Ham' to First Grade and talked about not being afraid to try new things. Ms. Laura, one of our school nurses, read 'The Sleep Book' to 2nd Grade and made sure students understood the importance of a good night's sleep.

Claxton



ORAUSURVEY.ORAU.ORG

Extreme Classroom Makeover Viewers' Choice Award

[Learn more](#)

TWO of our very own teachers, Mrs. Adkins and Mrs. Akers are finalists in ORAU's Extreme Classroom Makeover contest. Our teachers have the opportunity to win the grand prize of \$25,000 for their classrooms. The runner up in this contest will win \$2,500 for receiving the most likes on their video.



Claxton also has another successful “CES Math Night.” Students and families got to participate in various math activities, practice some strategies that could be used to support math homework at home and had lots of fun. Our math night also ended with an excellent performance by our first and second graders.

Dutch Valley



Earlier this week, our kindergarten students celebrated a significant milestone, their 100th day of school! Check out the impressive projects they brought in to represent this event.



Today First grade celebrated the 101st day of school as 101 Dalmatians. To prepare, they painted shirts and worked together to design dog tags on their 3D printer.



They also had some fun STEM stations with 101 items and a special treat.

Norris



Part of Norris Elementary's Integrated Arts accreditation journey includes outreach within the Anderson County Schools community. Every day at noon, ACTV airs an episode of "Art Class with Mrs. Ghouse." The most recent edition includes a guest appearance by "Ms. Art" Macey Martinez, the art teacher at Andersonville and Fairview Elementary. The focus of this edition was POSCA cityscapes.



First grade completed their end of module in Wit and Wisdom, "Creature Features" by creating a trading card about an animal they learned about and some of its unique features!

The February installment at the Norris Post Office/Art Gallery includes Valentine's Day art. School art is the best part of visiting the post office in town.





The 100th Day of School is always a big day at any elementary school. One of the highlights of the day is the fashion show.



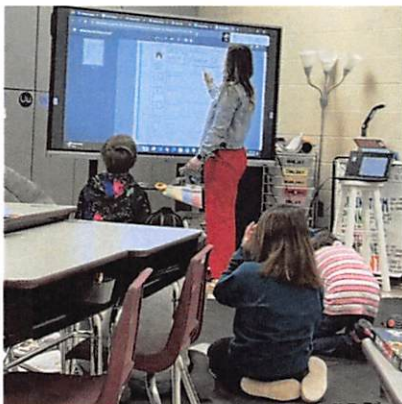
Norwood



Look at these 100 day projects from Kindergarten and 1st grade!



Students in Mrs. Jackie's class are doing a unit on teeth. They talked about the process of losing a tooth. During their lesson, they read an interactive story, listened to a song while playing along with musical instruments, practiced brushing, and looked for teeth in their sensory bins.



Miss. Mumm's class is working on the text, "Separate is Never Equal." Students are completing their story stone chart with writing important information from the text. Miss. Mumm is requiring students to go back into the text and use evidence to support their information provided. This is a crucial skill for students with developing stamina.



Thank you Project Basic and Ridgeview for providing our school with this amazing sharing library. This is located on our front porch area and ready for the community to enjoy.

Nursing



We are excited to continue our partnership with East Tennessee Children’s Hospital and provide additional telehealth locations in our school clinics. In addition to having telehealth services at Claxton Elementary and Lake City Elementary we now are offering convenient telehealth services directly to students at Norris Elementary, Norris Middle, Anderson County High, Clinch River Community School, Clinton High, Grand Oaks Elementary, Norwood Elementary and Norwood Middle. Through this program, pediatricians from Children’s Hospital can examine and recommend

treatment for sick children via secure video conferencing—right from the school nurse’s office. Additional details about how the program works are available at <https://www.etch.com/your-visit/school-telehealth-resources/>. This initiative ensures that children receive timely, expert medical attention without the need to leave school, providing peace of mind for parents and supporting student health and well-being.

2024-2030+ Capital Projects

- Yearly maintenance priorities - \$1 million per year for roofs, safety cameras, floors, gym floors refinished, painting, playground mulch, and other needed maintenance
- CHS- softball field concession stand \$285,000.00 with completion date of March 5th 85% Completed
- CES- new Claxton Elementary School- construction to begin February 2025 \$28,474,000 672 days to complete
- GOES- new driveway and more parking – Est. \$125,000
- CHS - Welding and Agriculture building, building is 65% completed \$3,000,000.00
- ACHS - multi-sport facility - ½ cost from district ½ cost from donors- Building purchased for \$625,000.00
- CES HVAC – scheduled to start in the spring of 2025
- BES - Waste water upgrade - work in progress \$800,000.00
- CHS/CMS - install new scoreboard at football field Work scheduled to start mid-February - \$60,000.00
- ACHS - utilities to new girls' soccer locker room - 100 % Completed \$30,000.00
- CHS/CMS - replace bleachers and fieldhouse at football stadium partnership with the City of Clinton- design phase \$500,000.00
- Replace football bleachers at NWMS old bleachers have been removed Est \$75,000.00
- NES, AVES, DVES, and FES - replace gym floors Est \$120,000.00 per floor
- LCMS- new auditorium seats 2025 in process Est. 85,000.00 in design process
- CHS – replace windows at CHS in Walkway
- CHS - replace gym bleaches Est \$225,000.00 2025-26
- BES - update gym Est \$200,000.00
- ACHS - replace turf at ACHS 2028- Field conditioned in the summer of 2024. Est \$500,000.00
- NES - replace classrooms to provide space for growth and safety. 2029-30
- Start replacing HVC from first ESG -2028?
- All schools - upgrade door scanners for safety, 2024-25 CHS, CHS completed ACHS-summer 2025- \$300,000.00
- NWES/ NWMS – replace lights on softball field
- NMS – update lower hallway

**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: March 12, 2025
RE: Law Director's Report –March 17, 2025 – County Commission Meeting

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

A. Contract Approvals:

1. State of TN EMA Grant- Homeland Security
2. Matthew Wilson- EMS Tuition
3. James Hurst- EMS Tuition
4. Heimdal Export Aps- Security for I.T.
5. Gold Creek Farms Chicken Commodity Processing- Schools
6. Don Lee Farms Beef Commodity Processing- Schools
7. Rx Benefits- Revised
8. UTD Internet- Schools
9. Eagleview- Arial Imagery for Property Assessor
10. Deckard- Property Assessor

B. Bond Approval:

1. Hearthside Bank- Brookstone Ridge (Revised Dates)

C. Anderson County Zoning Violations:

Newly Opened:

1. 104 Massey Jones Lane

Closed:

1. 130 Cook Lane
2. 7015 Eddie Kimbell Lane

Newly Filed:

1. 1662 Mountain Road- Filed on February 24, 2025. Waiting on service
2. 236 Rock House Lane- Filed on February 25, 2025. Waiting on service
3. 1507 E Tri County Boulevard- Filed on March 7, 2025. Waiting on service
4. 774 Hillvale Road- Filed on March 7, 2025. Waiting on service
5. 438 Fratersville Hollow- Served on March 11, 2025. Have 30 days from date of service.

Motion for Default Judgment:

1. 3708 Lake City Highway- Hearing canceled for March 10, 2025. Defendants filed an Answer on Complaint before deadline.

Motion for Trial Date:

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

Liens:

1. 222 Old Tacora Hills Road- daily fine of \$100 day beginning May 24, 2024
2. 151 Moccasin Hollow Lane- daily fine of \$100 beginning July 8, 2024
3. 230 Haney Hollow Road- daily fine of \$100 beginning August 26, 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
6. 184 Buffalo Road- daily fine of \$20 beginning January 27, 2025. Lien recorded on March 3, 2025.

Pending Quotes for Cleanup:

1. 230 Haney Hollow Road- no quote, Zoning Office advises that clean-up is cost prohibitive.
2. 222 Old Tacora Hills Road- Clean-up to begin once bids are received
3. 151 Moccasin Hollow Lane
4. 208 Old Lake City Highway
5. 184 Buffalo Road

D. Bankruptcies:

1. Newman- Motion to Modify Chapter 13 Plan
2. Pyle- Notice of Chapter 7
3. Zip's Car Wash- Notice of Chapter 11
4. Witt & Highsmith- Order dismissing Chapter 13 case

5. Weisgarber- Order of Discharge
6. Greene- Order of Discharge
7. Adams- Order of Discharge
8. Porterfield- Order of Discharge
9. Newman- Motion to Modify Chapter 13

E. Other:

1. LaRue- Variance Issue
2. Jill Startup- Records Request
3. Bid Protest #2528- Internet for Schools
4. Whitton- Park NSF payments
5. Application and Release for Food Trucks- Anderson County Parks
6. Juvenile- Assist with locating records.
7. Reappraisal Resolution
8. MOU for Pellissippi Blueway
9. MOU 4 Year Reappraisal
10. Resolution Recognizing Volunteer Firefighters Week
11. Resolution Endorsing Adopt a Pet Month

F. Litigation Updates:

1. Benny Lowe- Dismissed on 2/21/25
2. Rick Schuberet v. Terry Frank- Received Petition to Set Forth Claim to Excess Proceeds on 2/26/25. Two properties were sold on 2/4/25 at the Mayor's Tax Sale conducted by JD's Realty and Auction. (227 Joe Owen Rd. Clinton, TN 37716) Parcel 069.00 and Parcel 074.00.

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
March 10, 2025
6:00 PM Room 312

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

Members Absent: Stephen Verran

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

EMS Director, Nathan Sweet, said the prayer.

Commissioner Wandell led the Pledge of Allegiance

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

Appearance of Citizens
Amanda Lovegrove
Nicole Ferrara

Property Assessor

Commissioner Anderson made a motion to support the Deckard Technologies. Seconded by Commissioner Wandell. Motion passed to forward to full commission for approval.

Mayor's Report

Commissioner Yager made a motion to authorize Anderson County to agree to alter the geographic response area for provision of ambulance service within the City of Oak Ridge, and the execution of necessary paperwork for such acknowledgment and agreement associated with the resolution passed by the City of Oak Ridge. Seconded by Commissioner Foster. Motion passed unanimous to forward to full commission with a recommendation for approval.

Commissioner Wandell made a motion for Anderson County to become a coalition partner with Pellissippi Blueways contingent on the Law Director's approval. Seconded by Commissioner Anderson. Motion passed to forward to full commission for approval.

Commissioner Yager made a motion to repeal the adoption of the 2018 International Building Codes and adopt the 2024 International Building Codes with amendments. Seconded by Commissioner Capshaw. Motion passed unanimous to forward to full commission for approval.

Commissioner Wandell made a motion to have the letter from the request for a regional fire academy sent to the fire commission. Seconded by Commissioner Yager. Motion passed to forward to full commission for approval.

Law Director Report

No Action

Cybersecurity for Phones and Computers

Discussion. No Action Taken.

General Sessions II Private Act

Commissioner McKamey made a motion to have a workshop considering General Sessions II. Seconded by Commissioner Wandell. Motion passed to forward to full commission for approval.

Commissioner Yager made a motion for the Law Director continue communicating with the City of Oak Ridge Law Director. Seconded by Commissioner Foster. Motion passed to forward to full commission for approval.

Water in Briceville/New River Area

Commissioner Wandell made a motion to pursue the WIIN Small Underserved Disadvantaged Communities Grant to take care of the water up on the mountain. Seconded by Commissioner Capshaw. Motion passed to forward to full commission for approval.

Fire Commission Volunteer Fire Departments

No Action Taken.

Resolution recognizing Volunteer Firefighters week

Commissioner Wandell made a motion to approve a resolution to recognize Volunteer Firefighters week. Seconded by Commissioner Foster. Motion passed unanimous to forward to full commission for approval.

ACWA Discussion

Commissioner Wandell made a motion to keep the ACWA discussion as an item on the Operations Agenda with the minutes going forward. Seconded by Commissioner Capshaw. Motion passed to forward to full commission for approval.

Animal Shelter Workshop

Commissioner McKamey made a motion to recommend to full commission to schedule a workshop. Seconded by Commissioner Wandell. Motion passed to forward to full commission for approval.

Strategic Planning Update

No updates at this time.

Unfinished Business

Commissioner Wandell made a motion to put the Comptroller's Report of December 6, 2022, and the Operations Report of December 12, 2022 in the minutes. Commissioner Wandell added to include the HR and Law Director's Report to the minutes. Seconded by Commissioner Yager. Motion passed unanimous to forward to full commission for approval.

New Business

Commissioner Wandell made a motion requesting a resolution for the month of March as adopt a pet month. Seconded by Commissioner McKamey. Motion passed to forward to commission for approval.

Announcements

Meeting Adjourned

**Anderson County Board of Commissioners
OPERATIONS COMMITTEE**

AGENDA

**December 12, 2022
6:00 p.m. Room 312**

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Procurement Procedures – Discussion requested by Chairman Isbel**
- 6. Mayor's Report**
 - Motion authorizing Anderson County to retain a delinquent tax property at 303 Hill Street, Rocky Top, for use as a public purpose.
 - Motion to approve lease with Highland Communications for use of 303 Hill Street as part of the Broadband Infrastructure project.
 - Status Report to Commission with approval of long term lease, and demolition of structure on 303 Hill Street, Rocky Top, Anderson County will have met our \$250,000 match.
 - Fire Truck Funding Renewal of Resolution
 - Status Report: Comptroller's Investigative Report on Anderson County Animal Care and Control.
- 7. Law Director**
 1. Resolution 22-12-973 Authorizing the Mayor to Retain Ownership in Real Property Received By the County Through a Delinquent Tax Sale.
 2. Lease Agreement with Highland Communications
 3. Real Estate Sales Contract for New Tourism Council Office

New Business

Old Business

Adjournment



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

December 7, 2022

Commissioner Tim Isbel
Chairman, Operations Committee

Dear Chairman Isbel and Honorable Members of Operations Committee,

I wish to add the following items to the Agenda:

1. **Action Item.** Meeting in regular session on Nov. 21, 2022, County Commission voted to approve a commitment of a delinquent tax property being held by Anderson County (303 Hill Street, Rocky Top for use in the Tennessee Emergency Broadband Fund-American Rescue Plan (TEBF-ARP) Broadband Infrastructure Grant by Highland Communications and Anderson County. Details were to be worked out that required a legal opinion from the Law Director. (Nov. Minutes attached) Based on the legal memo, the action items requested as part of next steps:
 - a. **Action Item:** Motion authorizing Anderson County to retain a delinquent tax property being held by Anderson County at the street address of 303 Hill Street, Rocky Top, for use as a public purpose.
 - b. **Action Item:** Motion to approve lease with Highland Communications for use of 303 Hill Street as part of the Broadband Infrastructure project. (Proposed lease attached in DRAFT form) (Note: I have spoken with Director Holbrook regarding this lease so that he and Purchasing are aware.)
 - c. On Nov. 21, 2022, County Commission voted to authorize the county mayor to enter into negotiations with Highland Communications regarding reduction in Anderson County ARP \$250,000 matching funds in lieu of property commitment for the above Broadband package. **Status report to Commission:** With approval of long term lease, and demolition of structure on 303 Hill Street, Rocky Top, Anderson County will have met our \$250,000 match.
2. **Fire Funding**
Following a discussion of the now expired Fire Truck Resolution, Budget Committee engaged in a discussion regarding a renewal of the resolution, at a higher budgeted annual amount. As part of the discussion, I discussed the expired resolution being an

opportunity to engage in a multi-stage process to examine the varying needs of each department, challenges of each fire district, funding capacity, and the goals for fire service for the community by the Anderson County Board of Commissioners, and that Operations Committee would be the place to start. I would like to discuss a working group of commissioners that could work on outlining a plan of how to best tackle creation of goals and priorities of Anderson County, needs of each fire department, and a conferencing plan to bring forth various recommendations/options for commission.

3. Status Report: Comptroller's Investigative Report on Anderson County Animal Care and Control was released December 6, 2022. Full report attached.



Handwritten signature.

Item #3



COMPTROLLER'S INVESTIGATIVE REPORT

Anderson County Animal Care and Control

December 6, 2022

Jason E. Mumpower
Comptroller of the Treasury



DIVISION OF INVESTIGATIONS



JASON E. MUMPOWER
Comptroller

December 6, 2022

Mayor Terry Frank
and Members of the County Commission
100 N Main Street
Clinton, TN 37716

Anderson County Officials:

The Office of the Comptroller of the Treasury conducted an investigation of selected records of the Anderson County Animal Care and Control Department, and the results are presented herein.

Copies of this report are being forwarded to Governor Bill Lee, the State Attorney General, the District Attorney General of the 7th Judicial District, certain state legislators, and various other interested parties. A copy of the report is available for public inspection in our Office and may be viewed at <http://www.comptroller.tn.gov/ia/>.

Sincerely,

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

Jason E. Mumpower
Comptroller of the Treasury

JEM/MLC

INVESTIGATIVE REPORT

Anderson County Animal Care and Control Department

The Office of the Comptroller of the Treasury, in conjunction with the Anderson County Sheriff's Department, investigated allegations of malfeasance related to the Anderson County Animal Care and Control Department (department). The investigation was initiated after Anderson County officials reported several concerns. The investigation was limited to selected records for the period February 28, 2021, through March 31, 2022. The results of the investigation were communicated with the Office of the District Attorney General of the 7th Judicial District.

BACKGROUND



Located at 1480 Blockhouse Valley Road in Clinton, Tennessee, the department exists to serve the residents of Anderson County. The department is charged with investigating animal bites, animal cruelty and abuse, and complaints of animal noise annoyance, unsanitary conditions, or abandoned animals. In addition, the department rescues injured or sick animals, controls stray and potentially dangerous animals roaming at large, and transports lost pets to the animal shelter where their owners can reclaim them.

The department employs a director that oversees department finances and activities. The director was also a Certified Animal Euthanasia Technician (CAET) licensed through the Tennessee Board of Veterinary Medical Examiners (board). The board first issued a CAET license to the department director on August 20, 2003. The board is charged with safeguarding the health, safety, and welfare of Tennesseans by assuring all who practice as an animal euthanasia technician within this state are qualified through board approved courses. Each CAET license is valid for a biennial period. The board's administrative office mails renewal notices 45 days prior to the CAET license expiration date to the licensee's address on record. The director renewed his license on a biennial basis until he received the 2021 renewal application. The director did not submit the 2021 renewal application to the board, resulting in his CAET license expiring on February 28, 2021.

RESULTS OF INVESTIGATION

- **THE DIRECTOR FAILED TO MAINTAIN AN ACTIVE CERTIFIED ANIMAL EUTHANASIA TECHNICIAN LICENSE WHILE EUTHANIZING ANIMALS**

Investigators determined the director's CAET license expired on February 28, 2021, however he continued to euthanize animals until December 7, 2021 without having an active CAET license. Investigators determined the director euthanized 140 animals after his license expired.

Chapter 1730-05-.14 of the rules of the board require all animal euthanasia personnel to follow federal regulations for the use of controlled substances including storage and recordkeeping. In addition, all personnel must maintain a record of all euthanasia and pre-euthanasia solutions administered. Pursuant to this rule, the director maintained a Controlled Substance Usage Log that included euthanasia drug information as well as information such as date administered, method dispensed, animal identifying information, and death verification method. For each usage of the euthanasia drug, the Controlled Substance Usage Log required a signature of the individual administering the drug. The logs indicated that the director did not change the methods he used to administer or record the usage of euthanasia drugs after his license expired. Anderson County officials obtained statements from current employees, former employees, and volunteers that worked within the department regarding these euthanized animals. Through review of selected statements, investigators determined several individuals witnessed the director euthanizing animals within the department facilities after his license expired.

Section 63.12.141 (b), *Tennessee Code Annotated*, states the board, upon submission of a complete application and payment of a fee established by the board, shall issue to any person who it determines to be qualified, a certificate for such person to function as a certified animal euthanasia technician. It is a Class B misdemeanor for any person or entity to use or imply that such person or entity has been granted a certificate as a certified animal euthanasia technician unless a certificate has been granted under this title. Ensuring only certified individuals euthanize animals reduces the risk an animal is euthanized improperly.

The director admitted to investigators that he inadvertently failed to renew his CAET license and took full responsibility for this oversight. In addition, the director stated he had started the process to get recertified. Investigators determined the director paid a civil penalty of \$225 to the Department of Health, in accordance with the *Rules of Tennessee Board of Veterinary Medical Examiners*, applied for reinstatement of his license, and took a CAET certification class. However, the director notified the board on July 7, 2022, that he would like to withdraw his application due to his pending retirement. The director retired from Anderson County on July 20, 2022.



COMPLIANCE DEFICIENCY

The Comptroller's investigation revealed a deficiency in compliance.

Deficiency: A department employee improperly solicited donations

A department employee used Facebook to solicit donations for animal medical bills for the department. In the Facebook post dated November 23, 2021, the employee presented herself on behalf of the department, and she received \$510 in donations. On November 30, 2021, Anderson County officials met with the employee and informed her that Anderson County employees are not permitted to solicit private funds in the name of the department. Furthermore, Anderson County officials requested the employee submit all solicited funds to the county and remove the solicitation immediately. On December 14, 2021, the county received funds from the employee totaling the amount solicited (minus fees Facebook charges for collection). The county receipted these funds as a donation. Anderson County officials did promptly identify and rectify the issue. The employee resigned from Anderson County on August 9, 2022.

Outlook

Review

From Terry Frank <tfrank@andersoncountyttn.gov>

Date: Tue 2/13/2024 8:29 AM

To: Commissioner Tyler Mayes <tmayes@andersoncountyttn.gov>; Commissioner Tracy Wandell <twandell@andersoncountyttn.gov>; Commissioner Michael Foster <mfoster@andersoncountyttn.gov>; Commissioner Denise Palmer <dpalmer@andersoncountyttn.gov>; Commissioner Aaron Wells <awells@andersoncountyttn.gov>; Commissioner Anthony Allen <aallen@andersoncountyttn.gov>; Commissioner Sabra Beauchamp <sbeauchamp@andersoncountyttn.gov>; Commissioner Steve Verran <sverran@andersoncountyttn.gov>; Commissioner Shelly Vandagriff <svandagriff@andersoncountyttn.gov>; Joshua Anderson <joshandersondistrict3@gmail.com>; robertmckamey@comcast.net <robertmckamey@comcast.net>; 'J White' <jwhiteac@me.com>; Commissioner Phil Yager <pyager@andersoncountyttn.gov>; Robert Smallridge <rjsmal@yahoo.com>; isbelt@ymail.com <isbelt@ymail.com>; jsvowell1@gmail.com <jsvowell1@gmail.com>

2 attachments (16 MB)

personnel policy review.pdf; Verification of Death Chapter 4.pdf;

Chairman Mayes and Honorable Commissioners,

Per your request, attached is the personnel policy review of former Director Brian Porter, former employee Natalie Wynkoop, and former employee Victoria Daugherty.

Please let me know if you have any questions at all.

In addition, there was a state investigation. As former Director Porter admitted, he failed to maintain his certification and that is in the finding, as well as Wynkoop's improper solicitation and personal receipt of funds in the name of the shelter. You can access the Comptroller's investigation at the attached link below.

<https://www.comptroller.tn.gov/content/dam/cot/ia/advanced-search/2022/county/AndersonCountyAnimalCareandControlReport.pdf>

Former Director Porter was fined by the State and he paid his fine.

I have also attached a couple of sections from the Techniques in Humane Euthanasia of Animals training manual as approved by the Tennessee Board of Veterinary Medical Examiners for Certification of Euthanasia Technicians.

One of the major misunderstandings of the entire issue (referenced briefly by Director Whitaker in the report) is that there is a difference between euthanasia by heart stick, and heart stick as verification of death.

I'll limit my commentary to this regarding the allegations that Porter euthanized by heart stick to this: Director Porter spent his entire life working with animals. I have attached a very old picture of him that appeared in the News Sentinel. Missing from a review into the allegations at the time is that the fact that Porter had actually worked to help train proper humane euthanasia techniques as part of state approved training classes. There is a lot in the personnel review, and a lot that we've worked to do better, and we'll continue to aim higher on a day-by-day basis. But at the end of the day, there is still the cloud hanging over us that Anderson County is a shelter that performs cruel, painful euthanasia as Ms. Wynkoop's post continues to be read and viewed, with no verification of those facts.

I am happy to discuss this report with any commissioner, so feel free to reach out. I prefer not to discuss at full commission, as all three of these individuals are no longer employees, but if Commission so desires to, I will certainly answer any questions you may have.

My best,

Terry

Terry Frank

Anderson County Mayor
100 North Main Street, Suite 208
Clinton, TN 37716
865.457.6200

Note: My email has changed to tfrank@andersoncountyttn.gov

From: Leean Tupper <ltupper@andersoncountyttn.gov>

Sent: Monday, February 12, 2024 9:07 AM

To: Terry Frank <tfrank@andersoncountyttn.gov>

Subject: policy review

Leean R. Tupper

Assistant to the County Mayor
Certified Public Administrator

Tennessee Comptroller Investigative Report - Anderson County Animal Care and Control

From Investigations <Investigations@cot.tn.gov>

Date Tue 12/6/2022 10:00 AM

The Tennessee Comptroller of the Treasury has released an investigative report related to the Anderson County Animal Care and Control. The report can be found at <http://www.comptroller.tn.gov/ia/>.

Media contact: John Dunn, Director of Communications, 615.401.7755 or John.Dunn@cot.tn.gov.

→
Division of Investigations

Comptroller of the Treasury

Cordell Hull Building | 425 Rep. John Lewis Way N. | Nashville, TN 37243

Investigations@cot.tn.gov | Direct Line 615.401.7907

The Comptroller
also releases to
media. This is
standard for all
investigations.

Fw: Tennessee Comptroller Investigative Report - Anderson County Animal Care and Control

From Terry Frank <tfrank@andersoncountyttn.gov>
Date Tue 12/6/2022 10:03 AM
To anila.yoganathan@knoxnews.com <anila.yoganathan@knoxnews.com>

FYI

Terry Frank

Anderson County Mayor
100 North Main Street, Suite 208
Clinton, TN 37716
865.457.6200

Note: My email has changed to **tfrank@andersoncountyttn.gov**

From: Investigations <Investigations@cot.tn.gov>
Sent: Tuesday, December 6, 2022 10:00 AM
Subject: Tennessee Comptroller Investigative Report - Anderson County Animal Care and Control

The Tennessee Comptroller of the Treasury has released an investigative report related to the Anderson County Animal Care and Control. The report can be found at <http://www.comptroller.tn.gov/ia/>.

Media contact: John Dunn, Director of Communications, 615.401.7755 or John.Dunn@cot.tn.gov.

Division of Investigations

Comptroller of the Treasury
Cordell Hull Building | 425 Rep. John Lewis Way N. | Nashville, TN 37243
Investigations@cot.tn.gov | Direct Line 615.401.7907

Re: Tennessee Comptroller Investigative Report - Anderson County Animal Care and Control

From Mark Garrett <dogdocmg@yahoo.com>

Date Wed 12/7/2022 7:40 AM

To Rob Gray <rgray@andersoncountyttn.gov>; Damon Shawn McKenna <dmckenna@andersoncountyttn.gov>; Terry Frank <tfrank@andersoncountyttn.gov>

Hi, I am ignorant to some of the "complaints-investigations" And that's is OK Any investigation from the Board of vet med examiners - if any- pending? They are his certifying regulatory board.

Mark

On Tuesday, December 6, 2022 at 02:36:20 PM EST, Terry Frank <tfrank@andersoncountyttn.gov> wrote:

All,

FYI, Comptroller finished their investigation and it is at the link below.

I met with them yesterday and it was confidential until today. Basically it was what we knew. Brian's licensed expired. Lead investigator shared that the allegations such as selling items on ebay, etc. that we received and reported to Comptroller were unfounded. Investigator indicated that all logs, amounts of drugs administered, paperwork etc. was in order, but no euth license. The other deficiency was Natalie's raising funds on her facebook, but we got that money back.

This goes to media as well, so it will probably be out there. Just making you aware.

Terry

Terry Frank

Anderson County Mayor
100 North Main Street, Suite 208
Clinton, TN 37716
865.457.6200

Note: My email has changed to tfrank@andersoncountyttn.gov

Subject: Tennessee Comptroller Investigative Report - Anderson County Animal Care and Control

The Tennessee Comptroller of the Treasury has released an investigative report related to the Anderson County Animal Care and Control. The report can be found at <http://www.comptroller.tn.gov/ia/>.

Media contact: John Dunn, Director of Communications, 615.401.7755 or John.Dunn@cot.tn.gov.

Division of Investigations

Comptroller of the Treasury

Cordell Hull Building | 425 Rep. John Lewis Way N. | Nashville, TN 37243

Investigations@cot.tn.gov | Direct Line 615.401.7907

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES

December 12, 2022
6:00 PM Room 312

Minutes
placed on
full
Commission
agenda
page

Members Present: Tim Isbel, Denise Palmer, Anthony Allen, Stephen Verran, Tyler Mayes, Joshua Anderson, Robert McKamey and Phil Yager

Members Absent: None

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

Commissioner Mayes said the prayer.

Commissioner Yager led the Pledge of Allegiance.

Motion made by Commissioner Yager to approve the agenda as presented. Seconded by Commissioner McKamey. Motion passed.

Procurement Procedures

No Action Taken.

Mayor

Commissioner Allen made a motion to approve Resolution No. 22-12-973 Authorizing Anderson County to retain ownership in real property at 303 Hill Street, Rocky Top, TN, Map: 008M; Group: F; Control Map: 008M; Parcel: 014.00 to use for a public purpose. Seconded by Commissioner Yager. Motion passed unanimously to forward to full commission for approval.

Commissioner McKamey made a motion to approve the Lease Agreement with Highland Communication for use of 303 Hill Street as part of the Broadband Infrastructure project. Seconded by Commissioner Anderson. Motion passed unanimously to forward to full commission for approval.

Commissioner McKamey made a motion to allow the Mayor to get a group together and have meetings to discuss the Fire Truck Resolution renewal. Seconded by Commissioner Anderson. Motion passed.

Comptroller's Investigative Report on Animal Care and Control
No Action Taken.

Law Director

Commissioner Yager made a motion to approve the sale of the Tourism property. Seconded by Commissioner Anderson. Motion passed unanimously to forward to full commission for approval.

Commissioner Palmer made a motion to reconsider the sale of the building. Seconded by Commissioner McKamey. Motion Failed.

Tourism Real Estate Sales Contract failed for lack of a motion.

New Business:

None.

Old Business:

Commissioner Mayes requests an update from Nathan, EMS, on the property study for locations.

Meeting Adjourned

- You are expected to leave for and return from breaks and lunch within a specified time schedule. Exceeding the time schedule set for lunch and breaks may result in disciplinary action.

Excessive absenteeism as determined by your supervisor in conjunction with the Human Resources and Risk Management Director will be grounds for discipline up to and including termination.

4.5 Meal and Break Periods

It is Anderson County Government's policy that each department is responsible for implementing a Lunch Break procedure. It is the Department Head or Elected Official's responsibility to their employees to implement a fair and equitable plan for lunch breaks that meets or exceeds TCA 50-2-103(h). This information will be relayed to the employee upon the first day he or she reports to duty, by their direct supervisor.

4.6 Harassment Policy

Anderson County Government strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees and Elected Officials should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the mission of Anderson County Government.

For that reason, Anderson County Government will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, Anderson County will seek to prevent, correct, and discipline behavior that violates this policy. In keeping with this commitment, we will not tolerate harassment of County employees by anyone, including any supervisor/manager, Elected Official, coworker, vendor, consultant, or visitor of this Government entity.

All employees and Elected Officials, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

Prohibited Conduct Under This Policy

Anderson County Government, in compliance with all applicable federal, state and local antidiscrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of Anderson County Government's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VI of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This policy is intended to also comply with the prohibitions stated in these anti-discrimination laws.

Discrimination is violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment

Anderson County Government prohibits harassment, including sexual harassment, of any kind, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any written, verbal or physical conduct designed to threaten, intimidate or coerce an employee, coworker, or any person working for or on behalf of Anderson County Government. Verbal taunting (including but not limited to racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome including but not limited to a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group.

If any employee of Anderson County Government enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Human Resources and Risk Management Director or other appropriate County officer. Because of potential issues regarding quid pro quo harassment, Anderson County Government has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to Anderson County Government, the County will review the situation with Human Resources and Risk Management Director in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact Human Resources and Risk Management Department, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.



4.7 Violence in the Workplace

Anderson County Government provides a safe workplace for all employees and Elected Officials. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

Prohibited Conduct

Anderson County Government does not tolerate any type of workplace violence committed by or against employees. Employees and Elected Officials are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making verbal or non-verbal threatening and unethical remarks.
- Libel gestures and written communication.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Reporting Procedures

Any potentially dangerous situations must be immediately reported to a supervisor or the Human Resource and Risk Management Department (HR). Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of reviews will be discussed with them. Anderson County Government will actively intervene at any indication of a possibly hostile or violent situation.

Risk Reduction Measures

Hiring

HR takes reasonable measures to conduct background reviews to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.

Safety

Anderson County Government conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks.

Individual Situations

Although Anderson County Government does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the HR Department if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given. Call emergency services (911) when the situation dictates a response from police, fire or emergency medical services.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

Violations of this Policy by employees or those who encourage such conduct by others will be subject to appropriate corrective or disciplinary action, up to and including termination of employment.

Supervisory personnel who fail to take appropriate action upon learning of such conduct will be subject to corrective action or disciplinary action as well, up to and including termination of employment.

This policy applies to full-time and part-time employees and Elected Officials of Anderson County Government including interns. It does not apply to independent contractors, but other contract employees are included. This policy applies to any sponsors program, event or activity including, but not limited to, sponsored recreation programs and activities; and the performance by officers and employees of their employment related duties. The policy include electronic communications by any employee.



4.8 Bullying in the Workplace (Harassment)

Statement of Commitment, Values and Purpose

Anderson County Government is firmly committed to a workplace free from abusive conduct as defined herein. We strive to provide high quality service in an atmosphere of respect, collaboration, opened, safety, and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to full-time and part-time employees and Elected Officials of Anderson County Government including interns. It does not apply to independent contractors, but other contract employees are included. This policy applies to any sponsors program, event or activity including, but not limited to, sponsored recreation programs and activities; and the performance by officers and employees of their employment related duties. The policy includes electronic communications by any employee.

Definition of Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets

- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

Abusive Conduct Does Not Include:

- Disciplinary procedures in accordance with adopted policies of Anderson County Government.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post and overtime assignments.
- Individual differences in style of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns; or
- The non-abusive exercise of managerial prerogative.

Employer Responsibility

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Supervisors will:

- Provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- Provide good examples by treating all with courtesy and respect;
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

Employee Retaliation (Including Witnesses)

Employees shall treat all other employees with dignity and respect. No employee or Elected Official shall engage in threatening, violent, intimidating, or other abusive conduct or behaviors. Employees and Elected Officials are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.

Employees should co-operate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

Retaliation

Retaliation is a violation of this policy. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

4.9 Confidential Information and Nondisclosure

In the course of your work, you may have access to confidential information about Anderson County Government, Elected Officials or other employees. It is your responsibility to keep any confidential information confidential. This does not include information that is routinely made open to the public. If you have any doubt, don't disclose the information and contact your direct supervisor, the Human Resources and Risk Management Department or the Law Director.



4.10 Ethical Standards

You have an individual responsibility to deal ethically and professionally in all aspects of the County's business and to comply fully with all laws, regulations and to comply with Anderson County policies. You are expected to assume the responsibility for applying these standards of ethical conduct and for acquainting yourself with the various laws, regulations, and policies applicable to your assigned duties (Appendix 9.2).

Anderson County Government staff, Elected Officials, supervisors, directors, and managers shall uphold the highest standards of intellectual honesty and integrity in their day to day conduct, on and off the clock.

By acting as good stewards, County employees will treat colleagues, vendors, and citizens with dignity and respect while performing assigned duties and professional responsibility in an honest and ethical manner as to further Anderson County Government's mission.

Furthermore, all employees and Elected Officials shall comply with all federal, state and local government laws, regulations and policies; refrain from discrimination, harassing, or intimidation of co-workers, Elected Officials, Department Heads or citizens.

It is also advised that Anderson County employees represent and protect human health and safety by reporting inappropriate conduct to the Human Resource and Risk Management Department.

TENNESSEE BOARD OF VETERINARY MEDICAL EXAMINERS

MINUTES

Date: December 14, 2022

Time: 9:00 a.m., CST

Location: Office of Health Related Boards
Poplar Room
665 Mainstream Dr
Nashville, TN 37243

Board Members Present: Montgomery McInturff, DVM
Leslie Wereszczak, LVMT, Board Vice Chair
Mark Garrett, DVM
Scott Loxley, DVM, Board Secretary
Stephen Galloway, DVM Board Chair

Board Members Absent: Samantha Beaty, DVM, State Veterinarian, ex officio member
Elizabeth Thompson, DVM

Staff Present: Kimberly Wallace, Regulatory Board Administrative Director II
Lyndsey Boone, Regulatory Board Administrative Director I
Shara Woodard, Regulatory Board Administrative Assistant
Tim Peters, Senior Associate Counsel

Call to Order

Dr. Galloway called the meeting to order at 9:00 AM CST. A roll call of the Board Members and Board staff present was initiated by Ms. Wallace, Unit 3 Director. It was noted that Dr. McInturff was not present at Roll Call but arrived 10 minutes into the meeting. Ms. Wallace also stated that Dr. Beaty was not present due to work conflicts and that Dr. Thompson is no longer on the Board due to taking another position that will be in conflict with her position on the Board.

Ms. Wallace noted that Ms. Woodard is no longer with the Division and that Ms. Boone has been promoted to Administrative Director I for the Veterinary Board.

Discuss and consider approval of Meeting Minutes, August 3, 2022, Board Meeting

Ms. Wereszczak made a motion to approve the Board meeting Minutes from August 3, 2022, with a second by Dr. Loxley. There was no discussion on the motion.

A motion was made by Dr. McInturff, to approve the Agreed Citation for Alyssa Laws, LVMT #1773, as written, with a second by Dr. Garrett. Dr. Loxley inquired on the fee schedule. The motion passed unanimously.

Charles Porter, CAET #116

Mr. Porter was found to be in violation of TCA 63-12-121 and Tenn R & Regs 1730-05-.09, by failing to timely renew license. Mr. Porter practiced on a lapsed license for fifteen (15) months. This resulted in a civil penalty of Two Hundred and Fifty Dollars (\$250.00), and payment must be made within thirty (30) days.

A motion was made by Dr. McInturff, to approve the Agreed Citation for Charles Porter #116, as written, with a second by Dr. Garrett. There was no discussion on this motion.

The motion passed.

Order of Compliance

Larry Mangum, DVM #1875

Disciplinary Coordinator Elizabeth Danler submitted an affidavit stating that Dr. Larry Mangum has been monitored by this Office in accordance with the Board's Order and the standard business practices of this Office and that he is in compliance with the terms and conditions of the Consent Order.

Dr. Garrett made a motion to accept the Order of Compliance with a second from Dr. Loxley. There was no discussion on this motion. Motion passed.

Applicant Interviews/File Reviews/Waivers & Other Requests

Carl Bello

Dr. Bello applied via Reciprocity but had been disciplined by the Texas Board of Veterinary Medicine for a DWI and warranted an interview by the Board and could not be reviewed administratively.

Dr. Bello was present at the meeting to answer questions. The Board asked Dr. Bello a handful of questions on where he was going to practice, etc. Would he ever make that mistake again.

Dr. McInturff made a motion to approve Dr. Bello for licensure, with a second from Dr. Loxley. There was no discussion on this motion. The motion passed

Gerald Blackburn

(Rule 1730-05-.01, continued)

- (11) Fee - Money, gifts, services or anything of value offered or received as compensation in return for rendering services; also the required certification fee(s).
- (12) Person - Any individual, corporation, partnership, association subdivision, or public or private organization of any character, including another agency.
- (13) Registrant - Any person who has been lawfully issued a certificate.
- (14) Tennessee Veterinarian Medical Technician - For purposes of these rules, a veterinary medical technician licensed by the Board of Veterinary Medical Examiners.

Authority: T.C.A. §§ 4-5-202, 4-5-204, 44-17-303, 63-12-102, 63-12-103, 63-12-106 and 63-12-141.
Administrative History: Original rule filed December 21, 1999; effective March 5, 2000. Amendment filed June 25, 2003; effective September 8, 2003. Amendment filed July 28, 2003; effective October 11, 2003. Amendment filed July 27, 2006; effective October 10, 2006. Amendment filed May 23, 2014; effective August 21, 2014.

1730-05-.02 NECESSITY OF CERTIFICATION.

- (1) Prior to engaging in practice as a Certified Animal Euthanasia Technician in a Certified Animal Control Agency, a person must hold a current Tennessee certificate or valid temporary certificate from the Board.
- (2) Licensed veterinarians and licensed veterinary technicians employed by and functioning under the direct supervision of a licensed veterinarian performing euthanasia of animals in a Certified Animal Control Agency are exempt from certification as Certified Animal Euthanasia Technicians.
- (3) With regard to those individuals performing euthanasia in a public or private agency, animal shelter or other facility operated for the collection, care and/or euthanasia of stray, neglected, abandoned or unwanted non-livestock animals and who meet the following criteria, certification as a certified animal euthanasia technician is not required:
 - (a) If the individual passed a Board-approved euthanasia-technician certification course and performed euthanasia prior to July 1, 2001; and
 - (b) If the individual is an employee or agent of a public or private agency, animal shelter or other facility operated for the collection, care and/or euthanasia of stray, neglected, abandoned or unwanted non-livestock animals or is a Tennessee veterinarian medical technician.

Authority: T.C.A. §§ 4-5-202, 4-5-204, 44-17-301 et seq., 63-1-106, 63-12-106, and 63-12-141.
Administrative History: Original rule filed December 21, 1999; effective March 5, 2000. Amendment filed July 28, 2003; effective October 11, 2003.

1730-05-.03 QUALIFICATIONS FOR CERTIFICATION. Persons that wish to practice as a Certified Animal Euthanasia Technician must meet all of the following qualifications:

- (1) Meet the definition of a Certified Animal Euthanasia Technician;
- (2) Possess a certificate of completion from a course on euthanasia which has been approved by the Board. The course must include, but is not limited to, the following :
 - (a) Theory and History - the theory and history of euthanasia methods.

FW: Open records request for personnel file

From Leean Tupper <ltupper@andersoncountyttn.gov>
Date Mon 2/7/2022 10:42 AM
To Terry Frank <tfrank@andersoncountyttn.gov>

Leean R. Tupper

Assistant to the County Mayor
Certified Public Administrator
Anderson County Litter Grant Program & Adopt-A-Road Coordinator

Anderson County Government
100 N. Main Street, Suite 208
Clinton, TN 37716-3617
Tele: (865) 457-6200
Fax: (865) 264-6270

Please note my e-mail address has changed – ltupper@andersoncountyttn.gov

From: Hickman, Beth <BHickman@oakridgetn.gov>
Date: Monday, February 7, 2022 at 10:01 AM
To: Leean Tupper <ltupper@andersoncountyttn.gov>
Subject: RE: Open records request for personnel file

Leean:

I have been told by our Personnel Department that Mr. Porter left employment with the City of Oak Ridge in 2006, and we no longer have his personnel file. I am told we do not keep personnel files back that far.

Sorry I could not be of more help.

Beth Hickman, City Clerk
City of Oak Ridge, TN bhickman@oakridgetn.gov
60605, (615) 521-1100 ext 407
<http://www.cityofOakRidge.gov> | oakridgetn.gov

From: Leean Tupper <ltupper@andersoncountyttn.gov>

Sent: Friday, February 4, 2022 9:23 AM
To: openrecords <openrecords@oakridgetn.gov>
Cc: Terry Frank <tfrank@andersoncountyttn.gov>
Subject: Open records request for personnel file

I will fax a copy of the Mayor's driver's license.
Thank you,

Leean R. Tupper

Assistant to the County Mayor
Certified Public Administrator
Anderson County Litter Grant Program & Adopt-A-Road Coordinator

Anderson County Government
100 N. Main Street, Suite 208
Clinton, TN 37716-3617
Tele: (865) 457-6200
Fax: (865) 264-6270

Please note my e-mail address has changed – ltupper@andersoncountyttn.gov
Electronic communications with officials and employees of the City are subject to Tennessee's Public Records Act.

**HUMAN RESOURCES and RISK MANAGEMENT DEPARTMENT**

100 North Main Street, Room 102
Clinton, Tennessee 37716
Telephone: (865) 264-6300
Facsimile: (865) 264-6259

Kim Jeffers-Whitaker
Director

OFFICE OF THE COUNTY LAW DIRECTOR

101 South Main Street, Suite 310
Clinton, Tennessee 37716
Telephone: (865) 457-6290
Facsimile: (865) 457-3775

N. JAY YEAGER
Law Director

RACHEL COMUNALE
Assistant Attorney

PERSONNEL POLICY REVIEW

TO: Mayor Terry Frank

FROM: Kim Jeffers-Whitaker, Human Resources and Risk Management Director
Rachel Comunale, Assistant Attorney

DATE: July 18, 2022

RE: Anderson County Animal Shelter

I. Introduction

Allegations against the management of the Anderson County Animal Shelter (Shelter or ACAS) have been brought by members of the public, past employees and current employees. The specific instance that prompted this Personnel Policy Review began in late fall 2021 when an employee collected donations for medical care of an animal on behalf of the Shelter without permission and without adhering to proper State, County and Shelter procedures. The issue, along with many prior concerns, resurfaced in April 28, 2022, when the employee posted the Shelter's expired Premises License and the Director's expired Euthanasia Technician License, along with allegations of mismanagement and abuse, to Facebook. This post then went "viral" causing unrest in the community and threatened the safety of current Shelter employees and the Director. This employee then made an additional Facebook post on May 4, 2022¹, which contained more information about the Shelter, furthering the issues. Shelter Director Brian Porter filed a formal complaint with the Human Resources and Risk Management Director on April 28, 2022 and Natalie Wynkoop emailed her complaints to Mayor Frank on April 8, 2022. Mayor Frank then submitted the email to the Human Resources Director on May 3, 2022, which was then referred to as her formal complaint. The investigation was announced to the public, prompting members of the public and various rescues to contact Human Resources (HR) and the Law Director's (LD) Office regarding their concerns.

¹ Exhibit 29

On May 12, 2022, we began our investigation by holding recorded interviews with Director Brian Porter, Natalie Wynkoop, and Lauren Biloski's clients/past affiliates of the Shelter: Beverly Kay, Rosemary Darden and Melonee Lund. On May 17, 2022, we held additional recorded interviews with past and current Shelter employees Animal Control Officer (ACO) Dylan Roach, prior Shelter employee Jimmy Miller, prior Shelter employee Paul Rhen, ACO Rodger McLaughlin, and Shelter Manager Victoria Daugherty. The purpose of the interviews was to gain insight in to the allegations and to determine if there was validity to any allegation against Director Brian Porter, the Shelter, Natalie Wynkoop and Victoria Daugherty. The information gathered from these interviews was then transcribed and forwarded to Kim Jeffers-Whitaker and Rachel Comunale for review. Throughout the month of May, the transcripts were delivered to our offices and reviewed. The information gathered from these interviews was carefully considered and analyzed. All information regarding the various allegations was applied to State law, Anderson County Personnel Policies, Shelter Protocols and Tennessee Board of Veterinary Medical Examiners Policies.

Once the review of the transcripts was completed, additional questions were formed for Brian Porter, Natalie Wynkoop and Victoria Daugherty. On June 14, 2022, those questions were then formalized and sent to each stated individual to complete and return to the Law Director's Office by June 17, 2022 for notarization. The responses provided on that date by Mr. Porter, Ms. Wynkoop and Ms. Daugherty were not adequate. On June 20, 2022, Mrs. Jeffers-Whitaker and Mrs. Rachel Comunale emailed all three requesting that they answer the questions fully and to the best of their ability, pointing to specific examples of what was not sufficient for the responses. Additional time was given to revise their responses and it was requested they be returned to the Law Director's Office no later than June 22, 2022. Mr. Porter, Ms. Wynkoop and Ms. Daugherty returned their revised responses on the date stated. All of the information gathered from the responses, together with everything already gathered beginning in May 2022, was then reviewed and analyzed. Mrs. Jeffers-Whitaker applied all of the information to Personnel Policies and Shelter Protocols, and Mrs. Comunale applied to any and all applicable State laws and Board of Veterinarian Examiners Policies.

II. Requested by:

The comprehensive review was requested by Mayor Terry Frank, who has purview over the Anderson County Animal Shelter.

III. Allegations:

a) Against Brian Porter

Mr. Porter has alleged to be in violation of State law by euthanizing animals after his license expired on February 28, 2021 and past the expiration of the Shelter's premise's license, which expired on February 28, 2022.

Mr. Porter has also been accused of poor management of the shelter and mistreatment of the animals taken in to the Shelter by past and current employees and the public.

b) Against Natalie Wynkoop

Ms. Wynkoop is alleged to have caused a hostile work environment and threatened the safety of Shelter Director, Brian Porter, and Shelter Manager, Victoria Daugherty, as a result of her April 28, 2022 Facebook post that went viral. The post was reposted by several members of the community to their personal pages, as well as community Facebook pages and reported on by local news outlets.

Ms. Wynkoop is alleged to have bullied Victoria Daugherty and Brian Porter by making disparaging comments to other employees about Ms. Daugherty and Mr. Porter.

Ms. Wynkoop is alleged to have acted insubordinately to Mr. Porter by ignoring direction given to her and going so far as to stating she will not do as instructed because she did not agree with his decision.

Ms. Wynkoop is alleged to have violated privacy policies by relaying to others that she was put on Administrative Leave and by telling others that Mr. Porter was out on Medical Leave.

c) Against Victoria Daugherty

Ms. Daugherty is accused of poor management of the Shelter by Ms. Wynkoop and several members of the community. She is alleged to have ignored communications relating to the Shelter. She is alleged to have falsified documents at the Shelter, providing incorrect information on documents, and poor management of documents by either not having them or losing the documents.

Ms. Daugherty is accused of making inappropriate comments at the Shelter. She is alleged to have stated “Blue Juice” and making a cutting motion on her throat when referring to animals being euthanized.

Ms. Daugherty is accused of creating a hostile work environment by Ms. Wynkoop by “constantly” contacting Ms. Wynkoop on her days off to ask questions that Ms. Wynkoop felt the Manager should know the answer to and things that were not emergent. She is also accused of allegedly giving Ms. Wynkoop’s personal cell phone number to a citizen that contacted the Shelter about the PetSmart Adoption Center. Ms. Wynkoop also alleges that Ms. Daugherty made comments suggesting Ms. Wynkoop should find somewhere else to work.

Several of the allegations against Ms. Daugherty’s management comes from members of the public, past volunteers and past employees. These allegations are specifically addressed in the Analysis Section below.

IV. Personnel Policies Implicated:

Anderson County Employee Policy

- a) 4.6 Harassment Policy- “For purposes of this policy, harassment is any written, verbal or physical conduct designed to threaten, intimidate or coerce an employee, coworker, or any person working for or on behalf of Anderson County Government. Verbal taunting (including but not limited to racial and ethnic slurs) that, in the employee’s opinion, impairs his or her ability to perform his or her job is included in the definition of harassment”
- b) 4.7 Violence in the Workplace- “Making verbal or non-verbal threatening and unethical remarks.”
- c) 4.8 Bullying in the Workplace (Harassment)- “Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to: Repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets, Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or the sabotage or undermining of an employee’s work performance in the workplace”.
- d) 4.9 Confidential Information and Nondisclosure- “In the course of your work, you may have access to confidential information about Anderson County Government, Elected Officials or other employees. It is your responsibility to keep any confidential information confidential. This does not include information that is routinely made open to the public. If you have any doubt, don’t disclose the information and contact your direct supervisor, the Human Resources and Risk Management Department or the Law Director.”
- e) 4.10 Ethical Standards- “You have an individual responsibility to deal ethically and professionally in all aspects of the County’s business and to comply fully with all laws, regulations and to comply with Anderson County policies.” “Furthermore, all employees and Elected Officials shall comply with all federal, state and local government laws, regulations and policies.” “During paid County work hours, employees are expected to devote their full-time attention and activities to Anderson County business.”
- f) 4.13 Social Media Policy- “Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, citizens, suppliers, people who work on behalf of Anderson County Government or legitimate business interests may result in disciplinary action up to and including termination.” “Carefully read these guidelines, the Anderson County Government Statement of Ethics Policy, the Anderson County Government Information Policy, the Anderson County Government Violence in the Workplace and the Discrimination & Harassment

Prevention Policy, and ensure your postings are consistent with these policies”
“Always be fair and courteous to fellow associates, customers, members, citizens, suppliers, or people who work on behalf of Anderson County Government. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your coworkers or by utilizing Human Resource & Risk Management Department’s Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, harassing, or intimidating, that disparage customers, citizens, members, associates or suppliers, or that might constitute harassment or bullying.” “Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly.”

Anderson County Financial Management Policy

- g) “The purpose of this manual is to provide a guide for county departments and employees regarding all policies and procedures established by the Financial Management Committee (The Committee) as required by the adoption of the "County Financial Management Act of 1981" (The Act)(Tenn. Code Ann. §§ 5-21-101 through 5-21-130).

Anderson County Animal Shelter Protocols

- h) Adoption Protocol- “1) No animal is to leave the facility until all paper work is completed. 2.) All vetting is to be completed prior to adoption, NO EXCEPTIONS. Copies are to be made of all paperwork of animals leaving the facility.”
- i) Donation Protocol (last sentence)- “Any donations that are shared must be documented and signed for to show who and was received.”
- j) Cat Cleaning, PetSmart Protocol and PetSmart Coordinator Job Duties requires the PetSmart cat adoption and playroom to be picked up, clean and smelling fresh at all times.

V. Additional Legal Authorities:

- a) T.C.A § 44-17-303- Methods Allowed
 - (a) Sodium Pentobarbital and such other agents as may be specially approved by the rules of the board of veterinary medicine shall be the only methods used....
 1. Intravenous injection by hypodermic needle;
 2. Intraperitoneal injection by hypodermic needle;
 3. Intracardial injection by hypodermic needle, but only if performed on heavily sedated, anesthetized or comatose animals; or
 4. Solution or powder added to food
 - (j) Any person who violates this part is guilty of a Class A misdemeanor

- b) T.C.A § 63-12-119- Penalty for Unlicensed Practice
Any person who practices or attempts to practice veterinary medicine in this state and makes a charge for the practice without having complied with this chapter commits a Class B misdemeanor for each instance of such practice.
- c) Tenn. Comp. R. & Regs. R. 1730-01-.13- Unprofessional Conduct
Unprofessional conduct includes but is not limited to the following:
(4) Practicing veterinary medicine in the state on an expired, retired, suspended or revoked licenses or beyond the period of a valid temporary license.
(14) Violation of the Provisions of the Non-Livestock Animal Humane Death Act while performing euthanasia in a public or private agency, animal shelter or other facility operated for the collection, care and/or euthanasia of stray, neglected, abandoned or unwanted non-livestock animals.
- d) Tenn. Comp. R. & Regs. R. 1730-05-.11 Unprofessional Conduct (Certified Animal Euthanasia Technician)
Acts prohibited to be performed by CAETs shall include, but not limited to, the following:
(2) Practicing as a CAET in this state on an expired, retired, suspended, or revoked certificate.
(5) Any violation of § 63-12-124 (Denial, Suspension or Revocation of License)
(6) Violation of the provisions of the Non-livestock Animal Humane Death Act
Violations of Rule 1730-4-.13 and 1730-05-.14 regarding dispensing and distribution of pharmaceuticals. (1730-05-.14 relates to using only sodium pentobarbital or FDA approved euthanasia agents. All Federal Regulations for the use of controlled substances must be followed including storage and recordkeeping. A record of all euthanasia and pre-euthanasia solutions administered shall be kept. 1730-4-.13 states the same as the above relating to Certified Animal Control Agencies)
- e) Tenn. Comp. R. & Regs. R. 1730-04-.11 Unprofessional Conduct (Certified Animal Control Agencies)
Unprofessional conduct shall include but not be limited the following:
(5) Performing euthanasia techniques or procedures without proper education and/or certification.
(9) Violation of the provisions if the Non-livestock Animal Humane Death Act
(10) Violations of Rule 1730-4-.13 and 1730-05-.14 regarding dispensing and distribution of pharmaceuticals.
- f) Tenn. Comp. R. & Regs. R. 1730-05-.13- Change of Name and/or Address
(2) Change of Address- A licensee or certificate holder must notify the Board of a change of address within thirty (30) days of such change. The notification must be

in writing and include both the old and new addressees along with the licensee's name, profession, and license or certificate number.

- g) Tenn. Code § 6-56-111- Three Day Receipt Requirement**
 - (a) Every municipal official handling public funds shall be required to, as soon as practical, but no later than three (3) working days after the receipt by such municipal official of any public funds, deposit the funds to the credit of such municipality's official bank account, or bank accounts.

VI. Witnesses: Contact information made available upon request.

Examinations Under Oath:

1. Brian Porter, Director
2. Natalie Wynkoop, PetSmart Coordinator
3. Victoria Daugherty, Shelter Manager
4. Paul Rhen, Prior Employee
5. Melonee Lund, Prior Employee
6. Rosemary Darden, Prior Employee
7. Beverly Kay, Volunteer
8. Jimmy Miller, Prior Employee
9. Dylan Roach, Animal Control Officer (ACO)
10. Rodger McLaughlin, ACO

Community Communication:

11. Katrina Hall, Anderson County (AC) Animal Rescue Foundation
12. Rebekah Peterson, Prior Shelter Volunteer
13. Ryan Braby, AC Citizen
14. Linda Gilpin, AC Citizen
15. Melissa Holmes, AC Citizen
16. Barbara Burton, Prior Volunteer
17. Amy Starky, Helping Pays Animal Network
18. Louisa Roldan, Dog Groomer Volunteer
19. Sara Lily, Pet Trainer at The Houndry
20. Summer Henry, Double Dog Rescue
21. Nicole Ferrara, Loudon County Friends of Animal Rescue

VII. Analysis:

a) Brian Porter

Brian Porter is alleged to have violated several Tennessee laws and Anderson County Ethic Policies by members of the public and employees of the Anderson County Animal Shelter. There have been other complaints in past years concerning the management of the Shelter, the most recent being brought by Ms. Wynkoop when she posted to her public Facebook account a lengthy post containing serious allegations against Mr. Porter and the Shelter. Most notable, and the focus of this investigation, being allegations of illegal and improper euthanasia practices, unnecessary euthanasia, neglect of animal care and mismanagement of the Shelter.

Ms. Wynkoop reached out to Mayor Frank on April 8, 2022 concerning some of the allegations that would be later included in her Facebook post. Over a twenty (20) day period, Mayor Frank attempted to schedule a meeting to sit down and discuss Ms. Wynkoop's concerns but was unable to do so due to scheduling conflicts and personal matters of both parties. Ms. Wynkoop ultimately decided to post her concerns on social media rather than bringing them to Human Resources, which she claimed to not know existed², in spite of Ms. Wynkoop's prior meetings in the Human Resources Office prior to April. Her Facebook allegations then went "viral" causing unrest in the community concerning the Shelter and Mr. Porter. This resulted in several others posting their own concerns, news stations being contacted and news articles being written. Most notable in her post was the information concerning the Shelter's premise license and Mr. Porter's CEAT license being expired, as well as allegations that Mr. Porter was using an illegal and traumatic euthanasia technique referred to as an intracardial injection (IC). It is worth clarifying here that Ms. Wynkoop and the public have been referring to an IC as a "heart stick", those are two different terms meaning two separate procedures. A "heart stick" is a method to confirm that an animal has passed while an IC is an extremely painful euthanasia technique that, under T.C.A 44-17-303, is to be only used when the animal is under heavy sedation. Ms. Wynkoop portrayed to the public that an IC and a "heart stick" were one and the same. This created more confusion and outrage when Mr. Porter confirmed in a Commission Meeting in May 2022 that he does use a "heart stick". Many members of the public then used his statement as "proof" that he was using the illegal technique of IC without sedation, which would violate T.C.A 44-17-303.

Mr. Porter's and the Shelter's licenses have lapsed, as stated in Ms. Wynkoop's post. Mr. Porter's CAET license expired on February 28, 2021 and the premise's license has expired on February 28, 2022. Mr. Porter has stated that he was unaware of his CAET license expiring because he thought his license and the premise license were on the same date, simple "human error".³ Mr. Porter was made aware of the lapse in

² Exhibit 5 at 156:24-25 and Exhibit 7

³ Exhibit 6 at 17:2-3

his CAET license a little after December 7, 2021, the date he performed his last euthanasia.⁴ Mr. Porter stated he immediately discontinued euthanasia at the Shelter and contacted Mayor Frank. It was stated by him and other witnesses interviewed that his license is posted on the Shelter's wall as required by law.⁵ Mr. Porter also failed to update his address with the Veterinarian Board so that he would have received the proper notice⁶, as required under Tennessee laws and regulations b-f listed above in Section V. Any violation of Tennessee law results in a direct violation of the County's Ethics Policy 4.10. Mr. Porter is charged with following all applicable State laws regarding his license, which he neglected to do.

Mr. Porter's euthanasia technique has also been under public scrutiny as a result of Ms. Wynkoop's Facebook post. Several witnesses came forward with statements in support of the technique that Ms. Wynkoop stated was taking place. As discussed, this technique has been inaccurately referred to as a "heart stick" when what the witnesses are actually referring to is an IC. For this section and to avoid confusion, the IC will be referred to as a "heart stick" to align with the cited statements. Beverly Kay, Rosemary Darden and Melonee Lund all claim to have personally witnessed Mr. Porter use a "heart stick" on animals at the Shelter.⁷ Ms. Darden provided photos and video of what she believed to be a "heart stick" to euthanize two animals. It is clear from Ms. Darden's statement, the video and photo, attached, that what was actually being witnessed was in fact the "heart stick" to verify the animal had passed, and the photo is a kitten receiving an intraperitoneal injection in its abdomen, not an IC or "heart stick". Statements made by current and past employees contend that Mr. Porter was not euthanizing the animals by "heart stick".⁸ Based on this information and no verifiable evidence being presented, it could not be determined that Mr. Porter was in fact illegally euthanizing animals. The process of euthanizing animals is very traumatic, and it is understandable that those witnesses were highly affected by what they witnessed. For that reason, it is suggested implementation of a policy regarding the euthanasia performed at the Shelter. Violations of State law could not be determined.

Along with allegations against his euthanasia technique, Mr. Porter has also allegedly euthanized animals unnecessarily. Several past employees and volunteers came forward with different stories about animals that were euthanized when a rescue was on the way to get the animal or just when space was needed.⁹ Through the investigation process and discussing this concern with Mr. Porter, it was clear that the incident with the animal that was euthanized when a rescue was on the way was an honest mistake that happened because of poor communication. Mr. Porter was not told that a rescue was on the way and the cat was euthanized, and it has been determined

⁴ Exhibit 6 at 14:16-23

⁵ Exhibit 6 at 12:20-24

⁶ Exhibit 6 at 11:21-24

⁷ Exhibit 15 at 6:1-3, Exhibit 13 at 19:16-18 and Exhibit 10 at 14:16

⁸ Exhibit 12 at 8:1-2 and Exhibit 16 at 16:2-9

⁹ Exhibit 15 at 47:3-13, Exhibit 13 at 30:15-25 and 30:1-3 and Exhibit 10 at 18:12-13 and 19:21-25

this was not done intentionally. It is also the unfortunate truth that with municipal shelters, animals are sometimes euthanized for space.¹⁰

Mr. Porter is also accused of not providing medical care to animals that need medical care. Most notable was Ms. Wynkoop's account of a dog that was brought to the shelter with a prolapsed uterus.¹¹ Ms. Wynkoop states that Mr. Porter told her about the dog and that he was not going to do anything about it. Several other employees were asked about this dog, as was Mr. Porter, but no one could recall any dog being at the Shelter with that condition.¹² When Ms. Wynkoop was asked to produce a name, ID number, or any evidence of this dog, she was unable to do so.¹³ Past employees and volunteers also came forward with various stories of animals being neglected. Beverly Kay, Melonee Lund and Rosemary Darden all spoke of a cat with a severe eye condition that came to the Shelter, the cat was ultimately taken to the veterinarian after receiving some eye treatments at the Shelter under Mr. Porter's direction.¹⁴ Mr. Porter allowed Ms. Darden to take the cat and pay for its medical care at her request. It was determined that volunteer payment of an animal's care is routinely accepted at the Shelter. Mr. Porter stated that there were times when an employee or volunteer was adamant about providing funds for an animal's treatment, and he would allow them to do that.¹⁵ It would appear that this was not neglect of animal care but disagreement of animal care between Mr. Porter and others. It is alleged that this was a result of lack of funding for animal care, but Mr. Porter stated that this was not the case.

Mr. Porter has also been alleged to be absent from the Shelter. Several past employees and volunteers stated that he is often not present at the Shelter.¹⁶ Verifiable proof was not presented as to this allegation, and as stated by Mr. Porter as the Shelter's Director he has other responsibilities concerning the Shelter that requires him to be in other locations.¹⁷ No violation of Policy could be determined.

b) Natalie Wynkoop

Natalie Wynkoop is alleged to have made disparaging comments about Mr. Porter and Ms. Daugherty to employees of the Shelter and to the public. The most egregious being her very public Facebook post on April 28, 2022, which clearly violates the Social Media Policy stated above. Ms. Wynkoop has also acted in a way that could be seen as insubordinate to Mr. Porter's direction, not following procedure and often seeking her own resolution to what she perceived as issues. Ms. Wynkoop has also

¹⁰ Exhibit 6 at 18:4-6, Exhibit 12 at 9:2-6 and Exhibit 16 at 8:18-20

¹¹ Exhibit 5 at 91:13-15

¹² Exhibit 6 at 41:18-24, Exhibit 11 at 20:16, Exhibit 18 at 14:19-25, Exhibit 17 at 14:7-9 and Exhibit 12 at 14:3-8

¹³ Exhibit 7

¹⁴ Exhibit 13 at 14:10-14

¹⁵ Exhibit 6 at 39:1-6

¹⁶ Exhibit 15 at 61:18-19 and Exhibit 13 at 14:3-4

¹⁷ Exhibit 8

allegedly acted in a harassing and bullying manner towards Ms. Daugherty and Mr. Porter by some of her comments made regarding their management abilities. Ms. Wynkoop allegedly divulged privileged information in violation of the Ethics Policies and Procedure of a County employee's medical leave.

Ms. Wynkoop's Facebook post went viral almost immediately after she posted it. Hundreds of members of the public began commenting, liking and sharing the post. Soon it was being reported on by local news outlets, even reaching Knoxville's news outlets.¹⁸ Ms. Wynkoop stated several times that she did not have a way of reaching Mr. Porter while he was on leave, and that she was told not to reach out to him.¹⁹ Ms. Wynkoop stated in her Facebook post that she wanted to make it "very publicly known" about Mr. Porter's expired license.²⁰ She goes on to state that she was given several eye witness statements that Mr. Porter's common method of euthanizing animals was by using a "heart stick" (as stated above this term was misused). When asked who those witnesses were, Ms. Wynkoop stated that she could not give that information or that she did not feel comfortable sharing that information.²¹ She then goes on to describe what she believes to be a "heart stick" and how it is performed. She emphasizes how painful and inhumane it is for the animals. When asked how she verified this information she stated that she called several veterinarians to discuss this and find out what their thoughts were on the method. When asked who those veterinarians were and when those conversations took place, she again stated that she could not give that information or that she did not feel comfortable sharing it.²² Ms. Wynkoop stated that she had attempted to reach out to Mayor Frank and Jay Yeager, the Law Director, for direction on these issues prior to posting on her Facebook page. Mayor Frank responded informing Ms. Wynkoop that she was working on a policy review and requested that Ms. Wynkoop work only at PetSmart while the Mayor reviewed Ms. Wynkoop's complaint.²³ Ms. Wynkoop also stated in her post that she was not to be contacted by her coworkers until the hostile work environment portion of the review was completed. Submitted statements and an email from Mayor Frank stated that she would ask Ms. Daugherty to refrain from giving Ms. Wynkoop's personal number out and refrain from contacting Ms. Wynkoop. Dylan Roach, a current employee, stated that the only request made to him was to refrain from contacting Ms. Wynkoop until she had a county phone issued.²⁴ Ms. Wynkoop did not produce verifiable evidence to support her claim. It is unclear where Ms. Wynkoop's belief that she could not contact her coworkers was stated to her. Due to Ms. Wynkoop's unwillingness to supply documentation or information in support of her allegations, it has been determined Ms. Wynkoop's Facebook post contained unverified information.

¹⁸ Exhibit 27

¹⁹ Exhibit 5 at 43:9-14 and Exhibit 7

²⁰ Exhibit 1

²¹ Exhibit 5 at 38:5-25 and 39:1 and Exhibit 7

²² Exhibit 5 at 74:23-25 and 75:1-7 and Exhibit 7

²³ Exhibit 20

²⁴ Exhibit 17 at 20:6-15

The supported statements revealed the post was harmful to Mr. Porter's reputation and to the Shelter itself. This is a clear violation of multiple Policies. Ms. Wynkoop also claims that she was accused of using hearsay statements in her Facebook post.²⁵ Ms. Wynkoop claims that she had spoken to an advisory/attorney who alluded to social media as an outlet, and that she was told it was okay to post as long as her statements were truthful. She also stated on multiple occasions that none of her post contains hearsay. When asked when and who she spoke with in an effort to verify that her post did not contain hearsay, Ms. Wynkoop would not provide names but repeated that she trusted the individual's reporting these claims to her. When asked to provide names of who advised her on these matters and others, Ms. Wynkoop could or would not produce that information.²⁶ Ms. Wynkoop stated that she herself had not witnessed or spoken directly with Mr. Porter regarding what she had learned about his particular euthanasia procedure. When asked if Ms. Wynkoop had contacted her coworkers who had witnessed the euthanasia process at the Shelter for verification of what was reported to her by past employees, Ms. Wynkoop confirmed she had not.²⁷

Ms. Wynkoop has also acted insubordinately in her role as the PetSmart Coordinator, going so far as to make disparaging comments about Ms. Daugherty to other employees.²⁸ The clearest evidence of this was the situation that occurred at PetSmart on April 15, 2022 concerning a cat that had recently been spayed. Ms. Wynkoop had concerns about the cat because it appeared to be very ill. Ms. Wynkoop states that she emailed Mayor Frank, the Mayor's Assistant and Mr. Yeager about her concerns for the cat, and that she then called rescues to pull the cat to get care for the animal.²⁹ The Mayor requested Mr. Porter contact Ms. Wynkoop while he was on leave. Mr. Porter informed Ms. Wynkoop that an ACO, Dylan Roach, was on the way to get the cat to bring it back to the Shelter to be evaluated. Ms. Wynkoop was very upset about this and proceeded to send another email to Mayor Frank stating that she would not give the cat to the ACO as instructed.³⁰ Mr. Porter stated that when he called Ms. Wynkoop, she asked if a rescue could pull the cat, or if a person could adopt it so it could receive care. Mr. Porter informed her that because she had told him the cat was sick that it is against policy to allow a rescue to pull or an individual to adopt a sick animal.³¹ When Mr. Roach arrived to retrieve the animal, Mr. Roach claims that Ms. Wynkoop proceeded to make negative comments about Mr. Porter that were unprofessional and disrespectful to her direct superior.³² This is also a clear example of Ms. Wynkoop disregarding Shelter policy as well as direction from Mr. Porter, her superior. Ms. Wynkoop also posted

²⁵ Exhibit 5 at 42:1-2

²⁶ Exhibit 7

²⁷ Exhibit 5 at 77:7-8 and 77:23

²⁸ Exhibit 17 at 18:11-13

²⁹ Exhibit 7

³⁰ Exhibit 21

³¹ Exhibit 6 at 36:13-17

³² Exhibit 17 at 15:9-16

about the same cat on her Facebook page without editing to include the information she was given or stating that ultimately Mr. Porter sent the cat to the vet where it was determined the cat was healthy and just stressed.³³ Ms. Wynkoop's email and statement confirmation along with witness testimony has determined violation of 4.6, 4.8 and 4.10, and possibly 4.13, of the Policies stated above has occurred. This is an explicit example of Ms. Wynkoop disregarding Shelter Policy, as well as direction from Mr. Porter, her superior.

Ms. Wynkoop also divulged privileged information by relaying to others not related to this investigation that she was placed on Administrative Leave. She, herself, admitted to telling her ex-husband and a few friends.³⁴ This is in direct violation of the instruction Ms. Wynkoop was given via a letter sent by Mrs. Jeffers-Whitaker and a conversation she had with Mrs. Jeffers-Whitaker when she was instructed that her leave was confidential.³⁵ The fact that Mr. Porter was on Medical Leave was also spread by Ms. Wynkoop to members of the public, although when asked about this she could not recall the details of who and when she informed others of his return from Medical Leave.³⁶

During this review, it was found that Ms. Wynkoop was also in violation of Shelter Protocol. On one specific occasion, Ms. Wynkoop had not appropriately recorded an animal adoption,³⁷ the very claim she had made against Ms. Daugherty. There were also multiple reports received regarding the cleanliness and disorganization at PetSmart. PetSmart Protocol and job directives clearly state the role of the PetSmart Coordinator is responsible for the cleanliness of the PetSmart cat area. It has been determined a violation of the Shelter's Protocol, as well as Ms. Wynkoop's direct job duties has occurred.³⁸

Throughout this investigation, that was largely a result of Ms. Wynkoop's very public statements, she was unable or unwilling to provide verifiable proof of most of her allegations. Ms. Wynkoop also contradicted herself multiple times with regard to important information that would support many of her claims, notably regarding her Hostile Work Environment claim against Ms. Daugherty, which is discussed in more detail below. Ms. Wynkoop even went so far as stating that the Additional Questions sent to her on June 14, 2022 were in retaliation and excessive.³⁹ In an email sent on June 20, 2022, Ms. Comunale addressed this concern with Ms. Wynkoop and stated that the additional questions were in no way retaliatory.⁴⁰ The questions were intended to clarify statements made by Ms. Wynkoop over the course of the investigation.

³³ Exhibit 23 and Exhibit 17 at 15:17-21

³⁴ Exhibit 7

³⁵ Exhibit 22

³⁶ Exhibit 7

³⁷ Exhibit 31

³⁸ Exhibit 8 and Exhibit 28

³⁹ Exhibit 7

⁴⁰ Exhibit 30

c) Victoria Daugherty

Victoria Daugherty is alleged to have created a Hostile Work Environment for Ms. Wynkoop by contacting her on her days off, making comments about Ms. Wynkoop finding other work, removing Ms. Wynkoop's personal items from the PetSmart Adoption office, Ms. Daugherty's mother's presence at the Shelter, and giving Ms. Wynkoop's personal number to an individual that contacted the Shelter regarding PetSmart. Ms. Daugherty is also alleged to be a poor manager for the Shelter by Ms. Wynkoop, past employees and volunteers of the Shelter due to inappropriate comments and disorganization at the Shelter.

Ms. Daugherty is alleged to have created a Hostile Work Environment for Ms. Wynkoop by doing several things. The first, contacting Ms. Wynkoop on her days off.⁴¹ Ms. Wynkoop states that Ms. Daugherty would constantly contact her with questions that were not emergent or something that Ms. Daugherty should be able to handle as Manager.⁴² Ms. Wynkoop was asked to produce evidence of this and she submitted various text messages received from Ms. Daugherty, all of which have been attached as Exhibit 24. Ms. Wynkoop stated that Tuesdays are her days off from the Shelter.⁴³ As evident by the texts that Ms. Wynkoop produced, there were some occasions that Ms. Daugherty did contact her on a Tuesday, which Ms. Wynkoop ignored. Ms. Daugherty did not send multiple messages or continue to attempt to contact her on those days. Nothing produced by Ms. Wynkoop could be determined to rise to the level of harassment or creating a Hostile Work Environment. When Ms. Daugherty was notified of Ms. Wynkoop's complaint by Mayor Frank, she ceased contacting her as instructed. Ms. Wynkoop stated that she had at no time asked Ms. Daugherty to stop contacting her on her days off, nor did Ms. Wynkoop provide support showing that she has ever brought her concern to Ms. Daugherty.⁴⁴

Secondly, Ms. Daugherty allegedly made statements to Ms. Wynkoop that made her believe she should quit or was going to be fired.⁴⁵ When asked about her comments, Ms. Daugherty simply stated that she was having, what she believed to be, a friendly conversation with Ms. Wynkoop and was in no way implying either of those things.⁴⁶ This seems to be a misunderstanding and no policy violation could be determined.

Thirdly, Ms. Daugherty is alleged to have created a Hostile Work Environment and harassment by removing Ms. Wynkoop's items from the PetSmart Adoption office.⁴⁷ Ms. Daugherty was instructed to clean the office due to some complaints that it was in disarray and smelled badly. Supporting reports revealed that Ms. Daugherty did not do

⁴¹ Exhibit 3

⁴² Exhibit 5 at 13:6-13 and Exhibit 7

⁴³ Exhibit 5 at 47:18

⁴⁴ Exhibit 11 at 24:18-19

⁴⁵ Exhibit 5 at 113:4-9

⁴⁶ Exhibit 11 at 26:4-17

⁴⁷ Exhibit 25

this on her own volition or to be retaliatory, harassing or harmful to Ms. Wynkoop. In fact, she gathered all of Ms. Wynkoop's personal belongings to be returned to her, which they were. This does not support the claim of harassment or a Hostile Work Environment.

Fourthly, Ms. Daugherty allegedly created a harassing and Hostile Work Environment by her mother's presence at the Shelter.⁴⁸ This is a bit of a perplexing claim on a few levels as Ms. Daugherty's mother is not an employee or an identified Shelter volunteer. Further, it appears that Ms. Wynkoop is not claiming it was due to any comments made by Ms. Daugherty's mother but rather the mother giving her "dirty looks" when Ms. Wynkoop was present. This does not rise to the level of harassment or creating a Hostile Work Environment. No verifiable evidence was presented to support Ms. Wynkoop's claim and too many assumptions would have to be made in making such a determination.

Fifthly, Ms. Daugherty allegedly created a Hostile Work Environment by giving out Ms. Wynkoop's personal number to an individual who called regarding the PetSmart Adoption Center. Ms. Daugherty states that she saw this number on a sign that was placed on the PetSmart Adoption door.⁴⁹ When asked who required that Ms. Wynkoop post her personal number on the door, Ms. Wynkoop provided contradictory information. At one point she stated that a past employee told her that is just how it is done, and when asked again, Ms. Wynkoop later stated it was Ms. Daugherty that informed her it was required.⁵⁰ When Ms. Daugherty was informed that the number was in fact Ms. Wynkoop's personal phone number by Paul Rhen, acting Director in Mr. Porter's absence, she stopped giving that number out to the public.⁵¹ This also does not rise to the level of harassment and Hostile Work Environment as alleged. It has been determined that Ms. Daugherty was simply trying to be helpful to individuals that contacted the Shelter and relayed the only information that had been given to her upon her employment at the Shelter. Ms. Wynkoop's statement confirmed that she chose to post her personal number on the PetSmart Adoption Center's door that is open for public view. No evidence was submitted by Ms. Wynkoop noting she had issue with utilizing her personal cell phone. Based upon Ms. Wynkoop's own statement she never informed Mr. Porter that she was uncomfortable with this.⁵²

Ms. Daugherty is alleged to have poor management skills as it relates to the business of the Shelter. This has been alleged by Ms. Wynkoop, past employees and volunteers. Current employees do not believe that Ms. Daugherty's management is so poor as to warrant a complaint, but there are some issues.⁵³ It has been alleged that Ms. Daugherty has made several inappropriate comments concerning the euthanizing of

⁴⁸ Exhibit 7

⁴⁹ Exhibit 11 at 27:19-25

⁵⁰ Exhibit 5 at 117:12-25 and Exhibit 7

⁵¹ Exhibit 11 at 28:19-25 and 29:13-14 and Exhibit 12 at 25:9-22

⁵² Exhibit 5 at 118:6-11

⁵³ Exhibit 17 at 16:13-18, Exhibit 12 at 17:13-24 and Exhibit 18 at 17:5-10

animals, such as shouting “Blue Juice” when others are present, and other like comments as it relates to the euthanasia of animals who may be ill or aggressive.⁵⁴ Mr. Porter was made aware of some of the comments and addressed this with Ms. Daugherty.⁵⁵ While this is certainly unprofessional and could be found in a violation of 4.10 of the Ethics Policy, it is not quite to the level of 4.7 for violence as has been suggested. Additionally, by all accounts, the prior issues were addressed and no record of repeated outburst were reported to Mr. Porter.

Ms. Daugherty’s management skills have also been called into question by numerous accounts from the public because of the difficulty they have experienced in communicating with the Shelter.⁵⁶ It has been alleged by Beverly Kay that this is due to Ms. Daugherty either ignoring the phone or being occupied with personal matters while at the Shelter and during hours of operation.⁵⁷ When asked, Ms. Daugherty denied this allegation.⁵⁸ Ms. Daugherty stated that she has difficulty returning calls and answering questions because she is often the only one at the Shelter and has other responsibilities she must attend to. Ms. Daugherty stated that she does try to return calls within a reasonable time period. Though a witness statement provided by Lauren Biloski confirmed an instance of no response by the Shelter, there has been no verifiable evidence presented to show that Ms. Daugherty completely ignores attempted communication with the Shelter. Based upon employee statements, the issue may be related to staffing issues⁵⁹, which will be addressed in the suggested Policies attached.

Ms. Daugherty has also been alleged to provide incorrect information on intake forms and falsifying records for the Shelter. Ms. Wynkoop states that she has witnessed Ms. Daugherty place a sticker confirming an animal was vaccinated when it had not been.⁶⁰ No verifiable evidence was presented as to this claim. She has also allegedly provided incorrect information on intake forms. Ms. Kay stated that she often puts incorrect sexes and other animal information on intake forms.⁶¹ Other employees were asked about this to corroborate this claim, most replied that it was simple human error and that everyone does that from time to time.⁶² Ms. Daugherty stated that sometimes when she gets really busy she has to back track and fill in paperwork when she has the time to do so. This is an issue that is also addressed in the Suggested Policies attached. It does not appear that these mistakes were done intentionally or to knowingly falsify records. However, Rodger McLaughlin did state that Ms. Daugherty does routinely provide incorrect phone numbers, addresses, and does not always verify the addresses

⁵⁴ Exhibit 15 at 26:2&9-11, Exhibit 18 at 22:8-25 and Exhibit 13 29:9-11

⁵⁵ Exhibit 8

⁵⁶ Exhibit 26

⁵⁷ Exhibit 15 at 25:24-25 and Exhibit 26

⁵⁸ Exhibit 9

⁵⁹ Exhibit 9

⁶⁰ Exhibit 5 at 55:5-13

⁶¹ Exhibit 15 at 8:10-16 and 24:5-6

⁶² Exhibit 17 at 16:13-18, Exhibit 12 at 17:13-24 and Exhibit 18 at 17:5-10

of those bringing animals into the Shelter are within the county.⁶³ Other than that, the evidence presented does not lead to an implication of her inability to manage the Shelter concerning that allegation, nor was any statement given or supporting documentation presented that warrants being called a “f***ing idiot” by Ms. Wynkoop.⁶⁴

It is worth noting that a concern was presented about Ms. Daugherty’s ability to manage the Shelter when she, herself, stated on different occasions that she was unaware of Shelter policies.⁶⁵ It is concerning that the Manager does not know what the policies are of the facility she is charged with managing and, essentially, running in the Director’s absence.

d) Additional Concerns Discovered During the Review

Multiple submissions of one-sided communications were shared that confirmed the Shelter’s deficient communication with the public, volunteers and rescues.⁶⁶ This lack of communication has the ability to negatively impact the animals and the Shelter’s relationship with the animal community. One example was the two trained volunteers who offered to assist with grooming and taking photos of the Shelter animals in an effort to promote adoptions.⁶⁷ However, communication submitted indicate neither received a response from the Shelter.

Transparency concerns were brought forward by the community and witnesses regarding general operations of the Shelter and donations.⁶⁸ It was determined during the review the current paper tracking system is additionally limiting transparency, while also creating a large gap where human error may occur.

During the examination process, staff appeared unfamiliar with Shelter specific standard operating procedures (SOP). This presents the need for intentional and continual training for staff and volunteers. Additionally, no protocol of staff utilization of Shelter donated items was provided during the review. However, there were reports of donated items being used by the Shelter staff.⁶⁹

Lastly, it has been determined that unauthorized social media platforms and retail list have been created without proper authorization by the Director.⁷⁰

⁶³ Exhibit 18 at 26:3-14

⁶⁴ Exhibit 17 at 18:11-13

⁶⁵ Exhibit 11 at 18:16-17 and 19:18-19; 22-23

⁶⁶ Exhibit 26

⁶⁷ Exhibit 26

⁶⁸ Exhibit 26

⁶⁹ Exhibit 15 at 72:22-25 and 73:7-11 and Exhibit 9

⁷⁰ Exhibit 8, Exhibit 15 at 54:2 – 58:5 and Exhibit 5 at 25:12-25

VIII. Conclusions:

The allegations against Brian Porter concerning his euthanasia techniques were unable to be verified as true or false. As stated in the above section, we received differing witness statements concerning what various employees have seen. But, what can be verified is that for the period between February 28, 2021 and December 7, 2021, Mr. Porter was performing euthanasia at the Shelter while his license was expired. It is unknown to this review the exact number of euthanasia that took place, but it was over the course of approximately ten (10) months. This error, intentional or not, is egregious and a clear violation of several State laws and Board of Veterinarian Examiners policies. It also is a violation of Anderson County Ethics Policy 4.10, which states that employees must comply with all State laws. Mr. Porter's neglect to update his mailing address with the Veterinarian Board is a violation of Tennessee Rules and Regulations, his practicing while his license was expired violated Tennessee Code and Rules and Regulations, and allowing the premises license to lapse was also a violation of Tennessee Code and Rules and Regulations. Mr. Porter was fined as a result of the violation, which has been paid.⁷¹ The Shelter Premise's License is also in the process of being renewed pending the State Inspection that is required. As Director of the Shelter, Mr. Porter is charged with the oversight of the Shelter and to renew his license as required. He has been licensed as a CAET since 2003,⁷² and has renewed his license bi-annually for the past nineteen (19) years. This was a lapse that, unfortunately, rose to a level of Policy violation that warrants disciplinary action in some form.

Natalie Wynkoop's Facebook post and comments made to other shelter employees come close to violating or violates every County Policy. Ms. Wynkoop has also been found in violation of the Shelter Protocol listed in Section IV. As stated in the Analysis, her post was harmful and contained inflammatory statements about the Shelter and Mr. Porter. The result was a public outcry of concerns related to her post. This created a work environment that bordered as unsafe for the employees of the Shelter and did rise to the level of harassment of Mr. Porter. He was approached by members of the public, spoken about poorly online, in public meetings and had several news articles written about him containing the erroneous information about a "heart stick". Ms. Wynkoop was insubordinate to Mr. Porter and Ms. Daugherty and made disparaging comments about both to other employees. Ms. Wynkoop stepped outside of her role as PetSmart Coordinator by going above Mr. Porter to call vets and rescues when she did not agree with his decisions. Ms. Wynkoop divulged privileged information regarding her Administrative Leave and Mr. Porter's Medical Leave to members of the public, despite being told that the information was confidential. Ms. Wynkoop had good intentions with caring for the cats placed under her care at PetSmart, but her actions show a total disregard for her employer, fellow employees and the Shelter. Ms. Wynkoop was also found in violation of the County's Finance Policy that is supported by strict guidelines

⁷¹ Exhibit 8

⁷² Exhibit 19

set forth in the State of Tennessee Comptroller's Office. She did so by soliciting funds through social media without authorization to do so and not receipting said funds until required by Mr. Porter.

Victoria Daugherty has made some inappropriate comments and negligible mismanagement of the Shelter. Her actions do not rise to the level of violating any State laws or Policies. As stated above in the Analysis Section, there are some serious concerns about her abilities as a Manager, and it has been determined that some of her comments were highly inappropriate, especially in a managerial role. However, violations could not be determined. There were a few times during the recorded interview that Ms. Daugherty stated that she was not aware of Shelter policies. Though this is not a violation of Policy, it illustrates that management may not be the correct role for Ms. Daugherty moving forward.

There were prior Shelter concerns reintroduced during the review process that were determined to be corrected but were found significant enough to be mentioned in support of this extensive review. Ms. Wynkoop noted in her April 8, 2022 email regarding payment for Shelter paint supplies. It was determined that both she and Ms. Daugherty had been reimbursed. The safety concerns of the Shelter's cat house have been corrected. An animal vaccination protocol had been implemented prior to this review. In 2019, an issue was brought forward regarding an incorrect drug log entry in which a state investigation revealed the issue was in relation to human error of a prior Shelter employee. It should further be noted that this error nor other allegations made during the State's 2019 investigation were in no way linked to Mr. Porter as suggested by prior employee(s) or current community reports. The prominent case of a hung dog was brought forward in the public in prior years. The issue was confirmed to be an accident that occurred while the dog's owner was at work. A fact worth noting, is this situation was required to be maintained separate from other unrelated events involving the dog's owner.

IX. Recommendations:

Below you will find three (3) options of recommended disciplines based upon Policy.

First, Policy does support termination of all three of the employees implicated in this review. Over the years, Mr. Porter has been involved in a few different Shelter controversies. The current allegations concerning Mr. Porter, while not all were proven to be completely accurate, did rise to the level of violation of County Policy and fines imposed by the Board of Veterinarian Examiners, a State Investigation that is ongoing and serious violations of State laws. It was determined that Ms. Wynkoop has been found in multiple violations of County and Shelter policy and a serious violation of the State of Tennessee Comptroller's Office regulations. Though Ms. Daugherty's actions did not rise to the level of policy violations, her inappropriate actions and lack of

managerial support were concluded to be unprofessional and negligent. It should also be noted that while not all accusations against Ms. Daugherty and Ms. Wynkoop were found to be entirely true, it is unclear if the two can work together successfully in support of the Shelter.

The second recommendation would be to place Mr. Porter, Ms. Daugherty and Ms. Wynkoop on probation with a performance improvement plan to identify issues and outline expectations moving forward. Additionally, it is recommended to provide training for each of appropriate behavior in the work place, as well as provide management training for Ms. Daugherty and Mr. Porter.

The final recommendation, if the others are not favorable or possible, would be to rearrange the employment of all three. With the addition of a contracted veterinarian, this would be the opportune time to shift staff and roles in efforts to meet the Shelter's needs. Upon reorganization, proper training and probationary periods should be set with evaluations to determine any lingering concerns.

If one of the latter two are chosen, it is also suggested to review each employee's current status. Mr. Porter may need to be placed on Paid Administrative Leave until the conclusion of the State Investigation. Then, depending on the result, either be reinstated or placed in the Shelter's Manager role. Ms. Daugherty should be moved to a full-time employee position and not remain as Manager until proper training can be received. Ms. Wynkoop may remain as the PetSmart Coordinator but her role needs to be redefined.

Recommended Shelter Policies

Attached you will find Recommended Shelter Policies. The purpose in proposing these policies is to have a comprehensive policy statement that can be given to all employees to provide clear guidelines on how the Shelter is to operate, the roles of all involved and expectations. These policies are the result of the investigation and hearing every person's concerns that we have spoken to about the Shelter. It became very clear during this review, as stated above, that not everyone is aware of the Shelter or County Policies or even where to find them. The attached list was created with the ability to choose portions to be added to current policies or revise in the creation of new Shelter policies.

Additional Concerns Discovered

Additional concerns, listed in VII(d), were unearthed during this review. This section will briefly speak to applicable suggestions in regards to those concerns.

It is suggested that the Shelter staff be trained on the importance of properly and accurately communicating with the public. It is also suggested that the Shelter's current policy should include communication guidelines, including expected response times to support the adoption efforts and care of the animals. Additionally, there have been multiple public statements that rescue efforts at the Shelter have not been utilized as well as they could be. Communication guidelines should also assist with any of those issues as well. It is suggested that a volunteer/rescue liaison duty be assigned with proper oversight and policy to support the County, Shelter and most importantly, the animals.

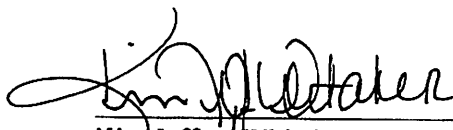
Though the County is held to high accounting standards, there are efforts that could be established moving forward in an effort to improve the Shelter's recordkeeping of monetary donations while supporting the request of transparency. In hopes to reduce concerns brought forward by the community, it is recommended that the Shelter implement cost centers to distinguish donations for ease of reporting and transparency of funding. Additionally, to further transparency efforts, it is recommended that the Mayor and the Shelter Director utilize the recently re-formed Animal Shelter Advisory Committee as a venue to share statistical data in hopes to ease tensions and promote community support. Furthermore, it is strongly recommended a software program be put in place that will assist in limiting the risk of human error while also assisting in transparency tracking of intake, adoptions, healthcare, etc. Until budget permits such a purchase, it is suggested that a Shelter Procedural Manual be created with step by step directions to include forms and procedures with applicable samples and policy as a guide to ensure all Shelter protocols are followed. Until proper record-keeping has been established, conducting spot audits is proposed to assist in identifying further concerns.

By completing standard operation procedure's (SOP) training within thirty (30) days of hiring and supplying the new hires with the above mentioned manual, staff will be better informed on what is expected of them on a daily basis while limiting the need to seek for continual guidance on regular Shelter processes. Additionally, any new policies implemented should include staff notification and training as soon as possible. Annual review of the Shelter's SOPs would also be helpful to uncover any unknown or unfollowed protocol. It is further suggested a policy be created or current policy modified to address the usage of donated items by staff to eliminate concerns moving forward.

Lastly, to limit liability risk to the Shelter and County, language should be included in the current Anderson County Animal Shelter Policies that prohibits employees and volunteers from creating and linking social media pages or retail list to the Shelter without the Mayor's approval. It is suggested a written request form be included as part of the process. Additionally, during the review, it was confirmed social media blocking of individuals occurred. Though it was reported blocking of individuals and comments had been removed, the community alleges that individuals remain blocked. It is suggested confirmation of unblocking all individuals has occurred to ensure optimal animal exposure to the public.

X. Executive Summary:

This Personnel Policy Review did reveal serious issues at the Anderson County Animal Shelter that does require action. It was determined that Mr. Porter, Ms. Daugherty and Ms. Wynkoop have acted inappropriately in their positions they currently hold at the Shelter. Anderson County Policies, State laws and Board of Veterinarian Examiners policies were violated. In accordance with Anderson County Government Policy, recommendation options include termination, implementation of individual performance improvement plan while being placed on probationary period or employment reorganization to include proper training.



Kim Jeffers Whitaker, SCP



Rachel Comunale, Esq.

Anderson County Board of Commissioners

Rules Committee

Minutes

March 10, 2025 5:00 P.M.

Room 312

Members Present: Bob Smallridge, Ebony Capshaw, Michael Foster and Anthony Allen

Members Absent: Tyler Mayes

Call to Order: Chairman Smallridge called the meeting to order.

Others Present:

Commissioner Allen made a motion to approve the February 10, 2025 minutes. Seconded by Commissioner Capshaw. Motion passed.

Appearance of Citizens

None

Commissioner Capshaw made a motion to approve the agenda. Seconded by Commissioner Allen. Motion passed.

Committee Chair Motions and Seconds

Moved to the April meeting.

Wearing of Political Signage & Attire

Commissioner Foster made a motion for the Law Director to look into this and give us guidance and recommendation on a rule that balances free speech and politically free zone. Seconded by Commissioner Capshaw. Motion passed.

Consolidating Other Committees

No Action Taken

Unfinished Business:

Consent Agenda - carried over to April meeting.

New Business:

Commissioner Foster made a motion to add discussion that if a commissioner misses 3 consecutive meetings they will be removed, and can a commissioner step down off a committee and what is the process. Seconded by Commissioner Allen. Motion passed to move to the next meeting.

Next meeting is April 14, 2025 at 5:00 pm

Meeting Adjourned

Anderson County Fire Commission

March 4th, 2025 Agenda

Time: 6:30pm

Date: Tuesday, March 4th , 2025

Location: Anderson County Courthouse-Room 312

Call to Order: 6:30pm

Prayer

Pledge



ANDERSON COUNTY
FIRE COMMISSION

1. Approval of March Agenda-attached
2. Approval of February Minutes-attached

3. Unfinished Business

- a. Fire study updates-March 12th- location confirmation?
- b. County Fire Funding 2025/2026 budget
- c. Review of By-laws
- d. Dispatch protocols for Fire/Rescue- update on motion to retrieve a copy from Dispatch
- e. Recruitment opportunities for county agencies

4. New Business

- a. **Lift assist policy-With lift assists being limited to only Certified EMR/EMT/Medic, should EMS be toned out initially to ensure better response?**
- b. **Multi-jurisdiction response to Morgan County tornado lessons learned-**
- c. **Codes enforcement/zoning added as non-voting member as per a motion made in previous meeting**

5. Department Reports

- **Andersonville VFD –**
- **Briceville VFD –**
- **Claxton VFD –**
- **Marlow VFD –**
- **Medford VFD -**
- **Anderson County Rescue Squad –**
- **Clinton FD –**
- **Rocky Top FD –**
- **Norris FD –**
- **Oak Ridge FD –**
- **Oliver Springs FD –**
- **County Commissioner Tracy Wandell (Chairman) –**
- **County Commissioner Sabra Beauchamp –**

- **Non-voting Departments and Members**

- **Anderson County EMS –**
- **Anderson County EMA –**
- **Anderson County Sheriff's Office –**
- **Y-12 –**
- **ORNL –**
- **E-911 –**

- **Anderson County Constable-**

- **American Red Cross of East TN-**

- **Codes enforcement/Zoning-**

- **Adjourn:**

Anderson County Board of Commissioners
Opioid Settlement Committee Minutes

February 13, 2025
4:00 PM Anderson County Courthouse Room 312

Members Present: Sabra Beauchamp, Shelly Vandagriff, Denise Palmer, Tim Isbel, Joshua Anderson, and Micheal Foster

Members Absent: None

Guests: Sarah McCall - UT SMART Initiative, Mayor Terry Frank, and grant applicants

Call to Order: Chairman Vandagriff called the meeting to order.

No citizens addressed the committee

Commissioner Foster made a motion to accept the agenda. Commissioner Beauchamp seconded the motion. All present voted in favor - Motion Passed

Commissioner Foster made a motion to give a ranking to each application based on each commissioner's "Top 10" list. Example the top application on each commissioners list would receive a "1" ranking, No. 2 a "2", etc. and applications not on the "Top 10" would receive a "20". Commissioner Beauchamp seconded the motion. All present voted in favor - Motion Passed

Sarah McCall with UT Smart Initiative recorded the rankings. The applications were ranked and a list was developed with the lowest number ranking, having the highest proirity.

Commissioner Foster made a motion to accept the list and the rankings as developed. Commissioner Anderson seconded the motion. All present voted in favor - Motion Passed

The Committee reviewed each application as ranked. During the review, commissioners made award funding recommendations.. The recommendations were recorded on the ranking list.

Commissioner Foster made a motion to accept the list with award funding recommendations, along with funding sources from the Opioid Settlement Funds (\$425,159.28) and Opioid Remediation Funds (\$2,284.72). Commissioner Beauchamp seconded the motion. All present voted in favor - Motion Passed **Forward to full Commission for Approval.**

Unfinished Business

None

New Business

None

**Committee will meet on March 25, 2025 at 4:00 PM in Room 312
With no further business, the meeting was adjourned.**

Ranking according to rubric score	Focus (Core Strategy)	Budget	Total requested	Total allocated
1. Free Medical Clinic - Strengthening Recovery (mental he	Uninsured (recovery sup	FT MH Counselor for 6 mos (\$28,500)	\$ 28,500.00	\$ 28,500.00
7. Free Medical Clinic - Navigating Recovery (patient naviga	Uninsured (recovery sup	FT position (\$53,148.02)	\$ 53,148.00	\$ 53,148.00
12. Foundation House - Transportation & Housing	Transportation; Housing	Van expenses (\$30,000), House mgmr rent (\$7,500), ren	\$ 60,000.00	\$ 60,000.00
3. New Purpose - Bridging the Gap (tx for uninsured)	Uninsured (treatment)	3 day/8 week IOP for 10 ppl (\$53,000), A&D assessment	\$ 60,000.00	\$ 45,000.00
6. Anderson Co Recovery Court (VTC)	Justice-involved (treatm	infrastructure dev (\$3,000), Tx/services for 10 ppl (\$20,0	\$ 50,000.00	\$ 25,000.00
19. Main Street Baptist Church - Rocky Top Recovery	Faith-based (Recovery st	None provided	\$ 20,000.00	\$ 20,000.00
14. Boys & Girls Club	Youth programming and staff training (\$5,000), resiliency program (\$10,000), me		\$ 60,000.00	\$ 30,000.00
8. First Methodist - First Recovery	Peer support; Provider e	1-1 support for 50 ppl (\$27,500), aftercare support for 1	\$ 59,985.00	\$ 18,500.00
9. PPS & Focus Group Ministries - Transportation Assistance	Justice-involved women, Van(\$35,000) , Insurance (\$4000), Maintenance (\$1800)		\$ 44,600.00	\$ 35,000.00
17. ASAP - Strong Communities, Safe Futures	Campaign; Evaluation (P	400 handbooks (\$4,996), 7500 student/parent surveys (\$ 16,796.00	\$ 16,796.00
15. Isaiah House	Youth support; NAS (Pre	community trainings (1,000), Basics needs support to 12	\$ 60,000.00	\$ 10,000.00
16. Hope of East TN - Opioid Tx Project	Uninsured (treatment)	28-day inpatient tx for 10 ppl (\$42,000), 6 wk IOP for 10	\$ 60,000.00	\$ -
13. ASAP - Access to Med Disposal	Medication disposal (Pre	Bulk disposal (\$510), 3,110 mailed packets (\$25,222.10)	\$ 32,000.00	\$ 22,000.00
10. Anderson Co Recovery Court (LADAC)	Justice-involved (treatm	Salary (\$30,000), Benefits (\$25,046)	\$ 55,046.00	\$ 40,000.00
20. Celebrate Recovery at Heritage	Faith-based (Recovery st	annual costs of program (\$6,697.62)x2 to increase enga	\$ 20,000.00	\$ 13,500.00
2. Ridgeview - Recovery Housing	Housing (recovery supp	Renovations (\$50,000), Excess operating costs (\$10,000)	\$ 60,000.00	\$ -
4. TORCH - Rapid Recovery Housing Program	Housing; Transportation	30% case mgmt salary (\$18,000), Deposit and rental/tui	\$ 60,000.00	\$ -
25. Norris Area Food Pantry	Food & Hygiene Supplie	food procurement (\$12,504); Expansion of food availabi	\$ 20,004.00	\$ -
27. CASA of TN Heartland	youth advocacy (prevent	2 SUD/Recovery Trainings (\$10,000), 12Family Support/I	\$ 40,000.00	\$ -
21. PP & Focus Ministries Groupu - Recovery Program	Justice-involved women, part-time program manager(\$19,000), office expenses (\$ 60,000.00	\$ -
28. City of Rocky Top	Support for first respond	UTV (21,000), Hardware (13,000), Rescue Equipment (1	\$ 60,000.00	\$ -
11. Anderson Co Government - Project Clean Out Med Cabi	Medication disposal (Pre	Deterra order of 2,650 units (\$10,000)	\$ 10,000.00	\$ 10,000.00
18. ASAP - Prevention Coordinator	Youth programming (Pre	FT position (\$58,082.33)	\$ 58,083.00	\$ -
			Allocated funding	\$ 427,444.00
			Max funding	\$ 425,159.28
			Difference	\$ (2,284.72)

Anderson County Board of Commissioners
Opioid Settlement Committee Minutes

February 4, 2025
4:00 PM AC Courthouse Room 312

Members Present: Sabra Beauchamp, Shelly Vandagriff, Denise Palmer, Tim Isbel, Joshua Anderson, and Micheal Foster

Members Absent: None

Guests: Jennifer Tourville, Sarah McCall and - UT SMART Initiative, Mayor Terry Frank, and grant applicants

Call to Order: Chairman Vandagriff called the meeting to order.

No citizens addressed the committee

Review and Discussion of 28 Applications received for distribution of Opioid Settlement Funds. Committee will return on February 13, with a list of "Top 10" application funding suggestions.

Unfinished Business

None

New Business

None

With no further business, the meeting was adjourned.