

**BE IT REMEMBERED THAT THE ANDERSON COUNTY BOARD OF COUNTY COMMISSION MET IN REGULAR SESSION AUGUST 20, 2012 WITH THE FOLLOWING COMMISSIONERS PRESENT: JOHN ALLEY, ZACK BATES, ROBIN BILOSKI, JERRY CREASEY, CHUCK, FRITTS, WHITEY HITCHCOCK, DUSTY IRWIN, TIM ISBEL, STEVE MEAD, RICK MEREDITH, BUZZ PATRICK, TRACY WANDELL AND JERRY WHITE. ABSENT: MARK ALDERSON AND ROBERT MCKAMEY.**

Prayer was led by Chaplain Clyde Drummonds.

Pledge of Allegiance was led by Commissioner Alley.

1. Commissioner White moved to approve the Consent Agenda as follows. Seconded by Commissioner Patrick.

- Approval of July 16, 2012 County Commission Minutes
- Approval of Notary and Bonds
- Anderson County Library Board City of Clinton Representatives Ed Smith & Megan Thomas
- Director of Schools Report
- County Law Director
- Trustee Yearly Report
- ADA Committee Minutes 8/06/12
- Tourism Council Board of Directors 6/22/12

#### Notaries

Alicia L Bailey  
Teresa Jane Bailey  
Connie Ellen Ball  
Ciara S Bledsoe  
Mary A Browne  
Mildred L Claunch  
Vivian L Crandall  
Doris L Dills  
Jerrie Elliott  
Jane Farmer  
Heather Foust  
Cynthia D Jones  
Dustin R Landry  
Jason A Lawrence

Gloria McKinnon  
David Metchikoff  
Jae Park  
Andrea Marie Patterson  
William R Pratt  
Blythe B Sanders III  
Melissa L Sanders  
Glenda Talbott  
Doyle Thorton Teno III  
Beverly Ann Thacker  
Kathy Turpin  
Valerie Vargas  
Britany Wheat  
Lashelle Wilkins

#### Notary Bonds

Western Surety  
Peggy A Adcock  
Ronald S Barnes  
Nicole Danielle Brannick  
Loreen Martin Broderick  
James W Doane, Jr.  
David M Douglas  
Heather R Emert  
Janine M Francis  
Lori Geithman  
Pamela P Gibson  
Melba S Greer  
Joshue L Holly  
Linda Craze Laugherty  
Jennifer A Lingle

Donna J Pinkerton  
Kim Schrader  
  
SBCA  
Leah Gilbert  
Wanda Ruth Griggs  
Robin Lieser  
Ricky L Miller  
Donna M Scott  
Karen E Tadlock  
Kendry Tackett  
  
Merchants Bonding  
Angela Sanchez

**State Farm**  
**Michael Y Foster**  
**Heather Nicole Perez**  
**Tiffany Ann Lively**

**Nationwide Mutual**  
**Sabrina A Sherwood**

**RLI Surety**  
**Anthea Siebritz**

**Auto Owners**  
**Diana Caldwell**

**Liberty Mutual**  
**Carolyn D Vanhuss**

2. **Commissioner Biloski moved to moved Operations report next on the Regular Agenda. Seconded by Commissioner White. Motion carried by voice vote.**

**Operations Committee Report**

3. **Commissioner Biloski moved to approve recommendation from the Operation Committee the lease agreement between Anderson County Government, ACEMS and the City of Clinton. Seconded by Commissioner White. Motion carried by voice vote.**

This Lease Agreement is made by and between the parties of Anderson County Government, a political subdivision of the State of Tennessee, and Anderson County Emergency Medical Services (Lessors) and City of Clinton (Lessee), a Tennessee municipal government.

**WITNESSETH**

**Section 1. LEASE AGREEMENT:**

Lessors hereby lease to Lessee a 2003 Ford Model E-350 Ambulance, VIN# 1FDSE35F6HA66384 for the negotiated consideration herein recited, and Lessee accepts lease of said property and all future maintenance and insurance needs.

**Section 2. CONSIDERATION:**

This agreement is made upon consideration of a yearly lease payment in the amount of one dollar (\$1.00) per year for twenty (20) years, for a total consideration of twenty dollars (\$20.00) and other benefits and mutual covenants herein set out.

**Section 3. TERM OF LEASE:**

This lease shall be effective from September 1, 2012, through and including August 31, 2032. As such, the Lease Agreement shall be approved by the Anderson County Board of Commissioners.

**Section 4. INDEMNITY:**

The Lessee agrees to defend and hold harmless the Lessors from and against any and all claims of damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or the public being served by the Lessee, where such injury, damage, or death occurs as a proximate cause of the negligence of either Lessee or Lessors. Lessee agrees to take sole responsibility for the use of said ambulance and agrees to adequately provide statutory limits of insurance for vehicle with Anderson County named as an additional insured party.

**Section 5. DEFAULT:**

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

**Section 6. NO ORAL MODIFICATION:**

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

**Section 7. CANCELLATION:**

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on ninety (90) days written notice to the other in the event the breach, default or failure is not cured during that time. County may cancel Agreement if unforeseen circumstances occur with ninety (90) days written notice to Lessors.

**Section 8. WAIVER:**

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

**Section 9. ENTIRE AGREEMENT:**

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

**Section 10. SEVERABILITY:**

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

**Section 11. EXHIBITS:**

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

**Section 12. MULTIPLE COUNTERPARTS; EFFECTIVENESS:**

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

**Section 13. JURISDICTION:**

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

**Section 14. BINDING EFFECT:**

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

**Section 15. CHOICE OF LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

**Section 16. NOTICE:**

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys.

**Section 17. TITLES AND SUBTITLES:**

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

**Section 18. ASSIGNMENT:**

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

**Section 19. FURTHER DOCUMENTATION:**

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

**Section 20. RELEASE AND HOLD HARMLESS:**

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, including both known and unknown that may have existed prior to, and/or advanced by the execution of this Agreement. The only claim that shall survive this Agreement is compliance with this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This 20 day of August, 2012.



**ACCEPTANCE BY ANDERSON COUNTY:**

Chuck Fritts  
Chuck Fritts, County Commission Chair

Myron Iwanski  
Myron Iwanski, County Mayor

Pamela Cotham, Purchasing Agent

Nathan Sweet, Director of Emergency Services

ATTEST:

Jeff Cole  
Jeff Cole, County Clerk

APPROVED AS TO FORM:

N. Jay Yeager, A.C. Law Director

**ACCEPTANCE BY CITY OF CLINTON:**

Scott Burton, City Mayor

Roger Houck, City Manager

Phil Crye, City Attorney

4. Commissioner Biloski moved to approve recommendation from Operations Committee the Memorandum of Understanding between Anderson County and the City of Clinton for a Harley Davidson Maintenance Agreement. Seconded by Commissioner Meredith. Motion carried by voice vote.

## **MEMORANDUM OF UNDERSTANDING**

### **HARLEY DAVIDSON MAINTENANCE AGREEMENT**

**THIS AGREEMENT** in the form of a Memorandum of Understanding ("M.O.U.") is made and entered into this the 20<sup>th</sup> day of August, 2012 by and between the "Parties" of Anderson County, Tennessee ("County"), the City of Clinton, Tennessee ("City").

**WHEREAS**, the Tennessee General Assembly has provided legal authority for cooperation between local governments or public agencies through the Interlocal Cooperation Act, codified at Tennessee Code Annotated (TCA) Title 12, Chapter 9, and specifically for Mutual-Aid agreements through TCA 58-2-112; and,

**WHEREAS**, the undersigned Parties to this agreement desire to avail themselves to the authority conferred by Tennessee law as referenced above; and,

**WHEREAS**, it is the intention of the undersigned Parties to establish a maintenance agreement by which Anderson County provides maintenance to the City of Clinton's Harley Davidson Motorcycles in exchange for equal reimbursement for parts and expenses; and,

**WHEREAS**, County has an authorized Harley Davidson maintenance provider on staff, and the City does not.

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

#### **SECTION 1. Term of Agreement**

This M.O.U. shall commence on the date signed for a period of one (1) year with an additional one (1) year option to renew upon the agreement of the Parties.

#### **SECTION 2. Maintenance, Service**

County agrees to provide routine inspections, maintenance, repairs and required periodic service for City's Harley Davidson motorcycles in exchange for the equal reimbursement for required parts and expenses paid by City. At all times, the County's fleet maintenance will have first priority.

#### **SECTION 3. Reimbursements**

Reimbursement payments shall be paid within forty-five (45) days of invoicing from County. Maintenance expenses above \$1,000.00 for any single motorcycle shall be reviewed and agreed upon between both parties before the Harley Davidson motorcycle is repaired.

**SECTION 4: Payment Invoices.**

Reimbursement payments to County under the terms of this M.O.U. shall be forwarded to:

Anderson County Accounts and Budget Director  
Room 210, Anderson County Courthouse  
100 North Main Street  
Clinton, TN 37716

**SECTION 5: Default.**

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

**SECTION 6: No Oral Modification.**

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

**SECTION 7: Waiver.**

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

**SECTION 8: Entire Agreement.**

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

**SECTION 9: Severability.**

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

**SECTION 10: Cancellation.**

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

**SECTION 11: Exhibits**

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

**SECTION 12: Multiple Counterparts; Effectiveness.**

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

**SECTION 13: Jurisdiction.**

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

**SECTION 14: Binding Effect.**

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

**SECTION 15: Choice of Law.**

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

**SECTION 16: Notice.**

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

**SECTION 17: Titles and Subtitles.**

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

**SECTION 18: Assignment.**

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

**SECTION 19: Further Documentation.**

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

**SECTION 20: Release and Hold Harmless.**

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

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

**ACCEPTANCE BY ANDERSON COUNTY:**

*Myron Iwanski*

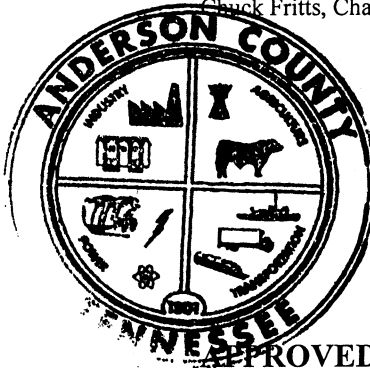
Myron Iwanski, County Mayor

*Chuck Fritts*

Chuck Fritts, Chair, County Commission

Date: \_\_\_\_\_

\_\_\_\_\_  
John Vickery, Motor Pool



**ATTEST:**

*Jeff Cole*

Jeff Cole, County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
N. Jay Yeager, County Law Director

**ACCEPTANCE BY CITY OF CLINTON:**

\_\_\_\_\_  
Scott Burton, City Mayor

\_\_\_\_\_  
Roger Houck, City Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Phil Crye, City Attorney

5. Commissioner Biloski moved to approve recommendation from the Operations Committee the 2013 Holiday Schedule. Seconded by Commissioner Mead. Motion carried by voice vote.

6. Commissioner Biloski moved to approve recommendation from the Operations Committee the resolution to increase the minimum benefit to \$20.00 per year of service for Commissioners and School Board members that participate in the retirement system. Seconded by Commissioner Mead.

Voting Aye: Biloski, Creasey, Fritts, Mead and White. NO: Bates, Hitchcock, Irwin, Isbel, Meredith, Patrick, Shuey and Wandell. Absent: Alderson and McKamey. Motion failed.

7. Commissioner Biloski moved to approve recommendation from the Operations Committee to expand the Alternatives to Incarceration Department into room 104 and give notification to current occupants (School Food Service) for a 90 days notice to vacant. Seconded by Commissioner Mead. Motion carried by voice vote.

8. Commissioner Biloski moved to approve recommendation from the Operations Committee to adopt the Jackson Law for solid waste disposal. Seconded by Commissioner Mead.

Voting Aye: Alley, Bates, Biloski, Creasey, Fritts, Hitchcock, Irwin, Isbel, Mead, Meredith, Patrick, Shuey, Wandell and White. Absent: Alderson and McKamey. Motion carried.

**Anderson County, Tennessee  
Board of Commissioners**

**RESOLUTION NO. 12-443**

**RESOLUTION TO ADOPT THE JACKSON LAW FOR SOLID WASTE DISPOSAL**

WHEREAS, the general law codified in Tennessee Code Annotated, Title 68, Chapter 211, part 7, known as the "Jackson Law", provides for local approval of the construction of privately owned landfills; and,

WHEREAS, the procedures of the Jackson Law cannot be used by a county unless the county legislative body approves of its use by a two-thirds (2/3) majority vote; and,

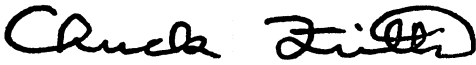


WHEREAS, the people of Anderson County desire that the Anderson County legislative body approve or deny the construction of privately owned landfills for solid waste disposal before such landfills are constructed in the county, including those constructed within the boundaries of municipalities in Anderson County.

NOW THEREFORE, BE IT RESOLVED by two-thirds (2/3) majority vote of the county legislative body of Anderson County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of August, 2012, that the provisions of Tennessee Code Annotated, Title 68, Chapter 211, Part 7, particularly sections 68-211-701 through 68-211-705 and 68-211-707, regarding county legislative body approval of new privately owned landfills for solid waste disposal are approved and are applicable in Anderson County, Tennessee from the date of approval of this resolution.

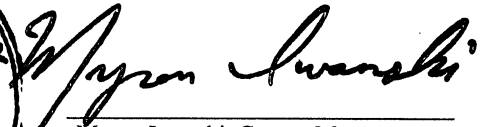
BE IT FURTHER RESOLVED, this Resolution shall take effect immediately the public welfare requiring it.

Adopted this 20<sup>th</sup> day of August, 2012.



Chuck Fritts, County Commission Chair





Myron Iwanski, County Mayor

ATTEST:



Jeff Cole, County Clerk

“5 minute recess”

9. Commissioner Biloski moved to approve recommendation from the Operations Committee the resolution to establish policies, procedures and protocol for County Commission open invocations. Seconded by Commissioner Bates. Motion carried by voice vote. NO: Hitchcock.

## Anderson County, Tennessee Board of Commissioners

### RESOLUTION NO. 12-444

#### RESOLUTION TO ESTABLISH POLICIES, PROCEDURES AND PROTOCOL FOR COUNTY COMMISSION OPENING INVOCATIONS

WHEREAS, the Anderson County Board of Commissioners (the “Commission”) is an elected and deliberative body serving the citizens of Anderson County, Tennessee; and,

WHEREAS, the Commission has maintained an historical tradition of solemnizing its proceedings by allowing an open invocation or devotional before each meeting for the benefit and blessing of the Commission’s actions; and,

WHEREAS, such invocations and devotionals before deliberative public bodies have been consistently upheld as constitutional by our courts, including the United States Supreme Court; and

WHEREAS, the Commission now desires to adopt formal written policies, procedures and official protocols to clarify and codify its invocation and devotional practices.

NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session on this the 20<sup>th</sup> day of August, 2012, that we approve the following written policies regarding opening invocations and devotionals before county commission meetings:

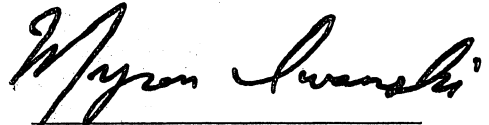
- 1) In order to solemnize proceedings of the Commission it is our established policy to allow for a volunteer invocations or devotionals to be offered prior to commencement of our meetings.
- 2) The invocation or devotional shall be listed as an approved agenda item for each meeting of the Commission, provided that a volunteer Commission member, or designee is willing and able to offer the invocation or devotional.
- 3) No member of the Commission, county employee or any other person attending the meeting shall be required to participate in the devotional or invocation.
- 4) The devotional or invocation shall be voluntarily delivered by a single Commission member, or his/her designee and shall be scheduled on a rotating basis among all commissioners who voluntarily choose to participate in the rotational list. The volunteer rotational list shall be maintained by the Chief Deputy to the Anderson County Board of Commissioners.
- 5) The Anderson County Sheriff's Office, Chaplain Unit may assist with delivery of the invocation or devotional when requested by a Commission member.
- 6) The volunteer Commission member or designee shall deliver the devotional or invocation in his or her capacity as a private citizen and according to the dictates of his or her conscience.
- 7) No guidelines or limitations shall be issued regarding an invocation's content, except that the Commission shall request by the language of this policy that no devotional or invocation should proselytize or advance any one particular faith, or disparage the religious faith or non-religious views of others.
- 8) No Commission member shall be scheduled to offer a devotional or invocation at two consecutive Commission meetings. At all times the rotational schedule of volunteer commissioners shall be followed.
- 9) No other member(s) of the Commission shall engage in any review of, or approval of the content of another commissioner or designee's invocation or devotional.
- 10) This Resolution is not intended, and shall not be implemented or construed in any fashion to affiliate the Commission with, nor express the Commission's preference for any faith or religious denomination. This Resolution is intended to acknowledge and express the Commission's respect and admiration for the diversity among religions and the various religious beliefs of the citizens of Anderson County.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately the public welfare requiring it.

RESOLVED, DULY PASSED AND APPROVED this 20<sup>th</sup> day of August, 2012.

  
Chuck Fritts, County Commission Chair



  
Myron Iwanski, County Mayor

ATTEST:

  
Jeff Cole, County Clerk

**Director of School Report**  
No action taken at this time.

**County Mayor Report**

10. Commissioner Wandell moved to accept resolution honoring Damien Longmire. Seconded by Commissioner Irwin.

**Anderson County, Tennessee  
Board of Commissioners**

**RESOLUTION NO. 12-445**

**RESOLUTION HONORING DAMIEN LONGMIRE**

**WHEREAS**, on June 24<sup>th</sup>, 2012 Anderson County Emergency Medical Services (ACEMS) responded to a possible drowning incident at 450 Bush Road in the Marlow Community of Anderson County; and

**WHEREAS**, on arrival, ACEMS technicians discovered that while seven year old Damien and his older sister, Kailyn were swimming in the family pool, Damien noticed his sister's lifeless body floating face down. Damien immediately swam to her, turned her over, noticed she was not breathing and called for help. The grandmother answered Damien's call for help and hurried to the pool to find Kailyn not breathing; and

**WHEREAS**, without hesitation Damien ran to the house and called Anderson County 911 for assistance and relayed all vital information to the dispatch center. Damien's ability to communicate all necessary information concerning his sister's condition and location of the incident was impressive and extremely helpful to the responding ACEMS technicians; and

**WHEREAS**, even after arrival of the ACEMS crew, Damien continued to offer his invaluable assistance by helping emergency workers carry vital lifesaving equipment to facilitate quicker emergency care and transport Kailyn to the hospital; and

**WHEREAS**, Damien's quick thinking and immediate actions saved the life of his sister.

**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of August, 2012 that we commend Damien Longmire for his heroic actions on June 24<sup>th</sup>, 2012 that saved the life of his sister Kailyn.

**BE IT FURTHER RESOLVED** that we honor Damien Longmire as true American Hero and proclaim August 20<sup>th</sup>, 2012 as "Damien Longmire Day" in Anderson County.

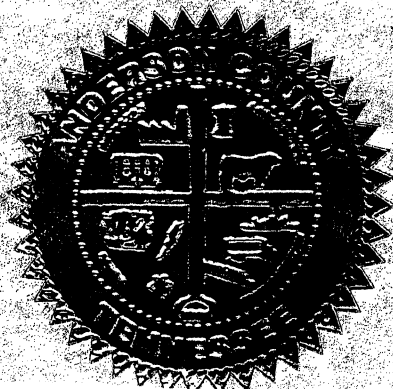
**RESOLVED, DULY PASSED AND APPROVED** this 20<sup>th</sup> day of August, 2012.



Chuck Fritts, County Commission Chair



Myron Iwanski, County Mayor



ATTEST:



Jeff Cole, County Clerk

11. Commissioner White moved to refer to Road Committee the Elliott Street Railroad Crossing. Seconded by Commissioner Bates. Motion carried by voice vote.

12. Commissioner Mead moved to accept appointments for the Retail Development Advisory Board. Seconded by Commissioner Biloski. Motion carried by voice vote.

Ronnie Fox  
Gordon Cox  
Aaron Madron  
Parker Hardy

#### County Attorney Report

13. Commissioner Mead moved for the County Attorney to negotiate with Coal Company to take into the Anderson County Road System the Air Base Rd, Briceville, TN. Seconded by Commissioner Isbel. Motion carried by voice vote.

14. Commissioner Meredith moved for the County Attorney to negotiate with TWRA agent about a Wild Life Management Hunt on Park Rd and Anderson County Park. Seconded by Commissioner Irwin. Motion carried by voice vote.

#### County Clerk Report

15. Commissioner White moved to approve the Bonds for Terry Frank, County Mayor and Johnny Alley, Property Assessor in the amount of \$50,000.00 effective September 1, 2012. Seconded by Commissioner Biloski. Motion carried by voice vote.

#### Trustee Report

No action taken at this time.

#### Budget Committee Report

16. Commissioner Irwin moved to approve recommendation from the Budget Committee the following School Department appropriation. Seconded by Commissioner White.

Voting Aye: Alley, Bates, Biloski, Creasey, Fritts, Hitchcock, Mead, Meredith, Patrick, Shuey, Wandell and White. Absent: Alderson and McKamey. Motion carried.

**Decrease Reserve Code:**  
 143-34570 Fund Balance for School Nutrition \$152,781.00

**Increase Revenue Code:**  
 143-47590 Fresh Fruits and Vegetables \$46,700.00

**Increase Expenditure Codes:**  
 143-73100-707 Capital Outlay-Building Improv. \$144,931.00  
 143-73100-304 Architectural Services 7,850.00  
 143-73100-422 Food Supplies 35,025.00  
 143-73100-165 Cafeteria Personnel 11,675.00  
 Total Expenditures Increase \$199,481.00

17. Commissioner Irwin moved to approve recommendation from the Budget Committee the following Non-School appropriation. Seconded by Commissioner Isbel.

Voting Aye: Alley, Bates, Biloski, Creasey, Fritts, Hitchcock, Mead, Meredith, Patrick, Shuey, Wandell and White. Absent: Alderson and McKamey. Motion carried.

**Increase Revenue Code:**  
 101-47590-9000 GHSO Grant-Traffic Safety \$16,113.41

**Increase Expenditures Codes:**  
 101-54110-187-9000 Overtime-GHSO Grant \$13,573.97  
 101-54110-201-9000 Social Security-GHSO Grant 841.50  
 101-54110-204-9000 State Retirement-GHSO Grant 1,171.71  
 101-54110-209-9000 Disability Insurance-GHSO Grant 168.90  
 101-54110-210-9000 Unemployment-GHSO Grant 205.00  
 101-54110-212-9000 Medicare-GHSO Grant 152.33  
 Total Expenditures Increase \$16,113.41

**Increase Revenue Code:**  
 101-47235-1111 Homeland Security Grant \$171,500.00

**Increase Expenditure Code:**  
 101-54410-708-1111 Communication Equipment \$171,500.00

**Increase Revenue Code:**  
 101-47590-2007 Department of Energy Grant \$16,000.00

**Increase Expenditure Code:**  
 101-54410-499-2007 Other Supplies & Materials \$16,000.00

**Increase Revenue Code:**  
 101-47235-1112 Homeland Security Grant \$53,924.00

**Increase Expenditure Code:**  
 101-54410-499-1112 Other Supplies and Materials \$53,924.00

**Decrease Reserve Code:**  
 101-34520-6000 Reserve Data Processing Fee \$12,000.00

**Increase Expenditure Code:**  
 101-53100-709 Data Processing Equipment \$12,000.00

**Decrease Reserve Code:**

101-34520-5000	Restricted-Court Security	\$25,000.00
----------------	---------------------------	-------------

**Increase Expenditure Codes:**

101-53920-317	Data Processing Services	\$5,000.00
101-53920-399	Other Contracted Services	8,000.00
101-53920-431	Law Enforcement Supplies	10,000.00
101-53920-524	Staff Development	<u>2,000.00</u>
	<b>Total Expenditures Increase</b>	<b>\$25,000.00</b>

**Increase Revenue Code:**

101-48140-6000	Cities Reimbursement	\$700.00
----------------	----------------------	----------

**Increase Expenditure Code:**

101-51720-524	Other Contracted Services	\$700.00
---------------	---------------------------	----------

**Decrease Reserve Code:**

115-34635-4000	Committed-Norris Local	\$500.00
----------------	------------------------	----------

**Increase Expenditure Code:**

115-56500-524-4000	Staff Development	\$500.00
--------------------	-------------------	----------

**Decrease Reserve Code:**

101-34630-2002	CDBG Claxton Sewer Grant	\$7,920.34
Local Match		

**Increase Revenue Code:**

101-47180-2002	Balance of \$500,000- FY CDBG Grant	\$157,016.66
----------------	--	--------------

**Increase Expenditure Code:**

101-91170-399-2002	Other Contracted Services	\$164,937.00
--------------------	---------------------------	--------------

**Increase Revenue Code:**

101-46390-2003	ARC Grant	\$119,849.46
----------------	-----------	--------------

**Decrease Reserve Code:**

101-34530-2003	Reserve for local match	\$119,849.45
----------------	-------------------------	--------------

**Increase Expenditure Codes:**

101-91170-321-2003	Engineering Services	\$9,200.00
101-91170-399-2003	Other Contracted Services	<u>230,498.91</u>
	<b>Total Expenditures Increase</b>	<b>\$239,698.91</b>

**Decrease Reserve Code:**

101-34240	Prepaid Expenses Reserve	\$1,250.00
-----------	--------------------------	------------

**Increase Expenditure Code:**

101-52400-330	Boat Ramp Lease Payments	\$1,250.00
---------------	--------------------------	------------

**Decrease Reserve Code:**

101-34510-1000	Archive Grant	\$323.16
----------------	---------------	----------

**Increase Expenditure Code:**

101-51910-499-3001	Other Supply & Materials	\$323.16
--------------------	--------------------------	----------



Decrease Code:

101-39000	Undesignated Fund Balance	\$12,688.40
-----------	---------------------------	-------------

Increase Expenditure Code:

101-54410-316-9998	Contributions Volunteer Fire Departments	\$12,688.40
--------------------	---	-------------

21. Commissioner White moved to approve recommendation from the Budget Committee the following appropriation de-committing Energy Conservation. Seconded by Commissioner Irwin. Motion carried by voice vote.

22. Commissioner Irwin moved to approve recommendation from the Budget Committee to set the Undesignated Fund Balance at a minimum fund balance to \$3,000,000.00. Seconded by Commissioner Isbel.

Voting Aye: Alley, Bates, Biloski, Creasey, Fritts, Irwin, Isbel, Patrick and Shuey. NO: Hitchcock, Mead, Meredith, Wandell and White. Absent: Alderson and McKamey. Motion carried.

23. Commissioner Isbel moved to approve recommendation from the Budget Committee to earmark \$200,000.00 for Courthouse Elevator renovation/addition from Bonds Revenue in fund 171. Seconded by Commissioner Irwin.

Voting Aye: Alley, Biloski, Creasey, Fritts, Hitchcock, Irwin, Isbel, Mead, Meredith, Patrick, Shuey and White. NO: Bates and Wandell. Absent: Alderson and McKamey. Motion carried.

“5 minute recess”

Human Resource Report

24. Commissioner Meredith moved to refer to Operations Committee with the Board of Trustees for discussion concerning Employee Benefits increase. Seconded by Commissioner Wandell. Motion carried by voice vote.

Old Business

25. Commissioner Irwin moved to request from the County Mayor the agreement between Anderson County, Tennessee (the County) and the City of Clinton, a municipal corporation existing pursuant to Tennessee law. Seconded by Commissioner Isbel. Motion carried by voice vote. NO: Bates, Isbel and Wandell.

AGREEMENT

This agreement made and entered as of the date written below by and between Anderson County, Tennessee (hereafter “the County”) and The City of Clinton, a municipal corporation existing pursuant to Tennessee law (hereafter “the City”).

## RECITALS:

A. The parties had a long-running dispute regarding the Glen Alpine Convenience Center (hereafter “GACC”), which generally involved the County’s desire to expand the facility at its current location and the City’s desire to relocate the facility to a new and improved site.

B. The parties also had a dispute, unrelated to the GACC, regarding certain local option sales tax revenue in the amount of \$105,657.49 that was mistakenly paid to the County by the City from sales tax revenue generated from businesses located on parcels contained within the area covered by the Master Settlement Agreement, which sales tax revenue was due to the City.



C. The dispute about the GACC resulted in a legal action between the parties in the Chancery Court for Anderson County, Tennessee, styled *Anderson County v. City of Clinton, Tennessee, Board of Zoning Appeals*, No. 10CH1967.

D. The parties reached a compromise agreement whereby the GACC would be relocated and the City would not pursue any action or efforts to collect the sales tax revenue due the City from the County, which compromise was approved by both the City Council of the City at its called meeting held on Tuesday, January 10, 2012, and by the County Commission of the County at its regular meeting on Tuesday, January 17, 2012.

E. As a result of the compromise approved by the legislative bodies of both parties, the legal action, referenced above, was dismissed by the Agreed Order of Dismissal entered on January 23, 2012.

F. The parties now desire to memorialize the terms of their agreement.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the sufficiency and adequacy of which is hereby agreed to by the parties, the parties agree that:

1. The County shall relocate the GACC from its present site, which is located on that part of Anderson County Tax Parcel No. 043-043-118.02 lying between Sinking Springs Road (old State Route 61) and North Charles G. Seivers Boulevard (current State Route 61) (hereafter "the present site"). The relocated site shall be outside the existing Clinton City limits and outside Clinton's existing Urban Growth Boundary.

2. All costs of relocating the GACC from the present site to a new site shall be paid by the County, subject to Section 3 of this Agreement.

3. The City shall assist the County with the costs associated with relocating the GACC as provided below:

(a) Both parties had the present site appraised and have agreed to accept the sum of \$184,000, which is the mean appraised value of the site, as constituting its fair market value for the purposes of this agreement.

(b) The City shall apply the local option sales tax revenue due it from the County in the amount of \$105,657.49 toward the fair market value of the present site of \$184,000, which leaves a balance of \$78,342.51.

(c) The County shall sell the present site by a well advertised public auction conducted by a reputable auction company or by sealed bid process conducted by the County's purchasing department, with any sealed bid sale being first advertised in three newspapers of general circulation, cable television, radio station WYSH and on the County website.

(d) If the auction sale of the present site shall produce a contract sale price that equals or exceeds the sum of \$78,342.51, then the City shall not have any further financial obligation to the County, beyond that provided in sub-paragraph (b), above. However, if the auction sale of the present site shall produce a contract sale price that is less than the sum of \$78,342.51, then the City shall pay the County an amount equal to the difference between \$78,342.51 and the contract sale price as provided in sub-paragraph (e), below.

(e) Any amount due the County under sub-paragraph (d) shall be paid by the City to the County in 24 consecutive equal monthly payments at no interest beginning 30 days after the County closes the sale of the present site and delivers a deed for the site to its new owner.

4. The County shall proceed with reasonable promptness to relocate the GACC within 18 months from the effective date of this agreement. Upon completion of the relocation, the County shall sell the present site as provided in paragraph 3(c), above. The sale shall occur not later than 90 days from the completion of the relocation. However, the time limits specified may be extended upon the mutual written agreement of both parties if reasonable progress is being made toward the relocation of the GACC.

5. The County shall retain title to and ownership of the present site until its sale as contemplated herein. Nothing contained in this agreement shall ever be construed to vest any ownership interest in the present site in the City.

6. The parties upon mutual agreement have caused the action in the Chancery Court for Anderson County, Tennessee, styled *Anderson County v. City of Clinton, Tennessee, Board of Zoning Appeals*, No. 10CH1967, to be dismissed and shall not further prosecute same. Provided the County fully performs this agreement, the City shall not further demand or prosecute a claim against the County for the payment of the local option sales tax revenue up to the amount of \$105,657.49 that was mistakenly paid to the County by the City from certain businesses located on parcels contained within the area covered by the annexation approved in the Master Settlement Agreement.

7. The parties each acknowledge that there has been no representation of fact or opinion made by any party or other person to induce the execution of this agreement, except as stated herein.

8. If either party shall fail to perform the terms of this agreement, then the other party may enforce this agreement by all remedies available to it in law or equity. If it becomes necessary for either party to enforce this agreement, then in addition to all other legal or equitable remedies available to it, the prevailing party shall recover all costs and expenses incurred by it to enforce this agreement, including its reasonable attorney fees.

9. This document contains the entire agreement of the parties and all prior discussions, negotiations and agreements shall be merged into this agreement. This agreement may be modified only by a written document signed by all parties. This agreement inures to the benefit of and shall be binding upon the parties and their legal successors and assigns. No rule of strict construction shall be employed against either party, regardless of which party drafted this agreement.

10. The Agreed Order entered by the parties in Chancery Court case No. 10CH1967 shall not be impaired or modified by this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the dates written below, but to be effective as of January 17, 2012.

ANDERSON COUNTY

By: Myron Iwanski  
Myron Iwanski, Mayor

Date: \_\_\_\_\_

CITY OF CLINTON

By: \_\_\_\_\_  
Scott Burton, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
N. Jay Yeager, County Law Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Philip R. Crye, Jr., City Attorney

Date: \_\_\_\_\_

26. Commissioner Mead moved to approve resolution for Commissioner Buzz Patrick. Seconded by Commissioner Isbel. Motion carried by voice vote.

## Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 12-448

### RESOLUTION HONORING BUZZ PATRICK

WHEREAS, Buzz Patrick was appointed to the District 8 seat on the Anderson County Commission on March 21, 2011; and,

WHEREAS, since his appointment, Buzz has been a steadfast leader on the commission bringing a business-minded approach to county government hinged on fiscal restraint and economic development; and,

WHEREAS, Buzz has served with dignity and respect on several important county committees including Audit, Budget, Legislative, Revenue and Rules committees; and,

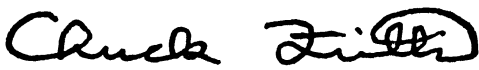
WHEREAS, he is a true community leader and volunteer, serving in various important roles on the Oak Ridge Industrial Development Board, East Tennessee Economic Council, Oak Ridge and Anderson County Chamber of Commerce Board of Directors and Executive Committee, and the United Way Board of Directors; and,

WHEREAS, Buzz has instilled in fellow commission members the belief of a multi-directional approach of government leading to increased revenues, community growth, transparency in government and above all accountability and responsiveness to citizen concerns.

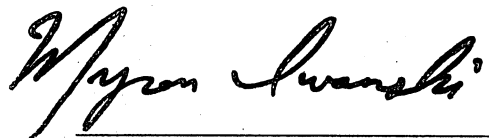
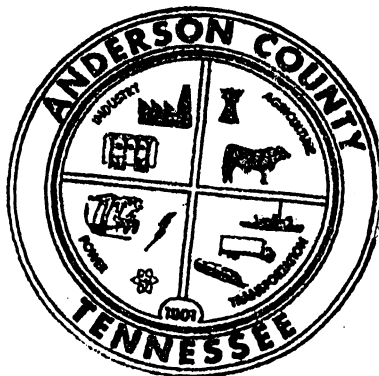
NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of August, 2012 that we honor Buzz Patrick for his service on the Anderson County Commission and his consistent belief that we as a body can restore community faith in our government through fiscal restraint, accountability to our citizenry and economic development.

BE IT FURTHER RESOLVED that we wish Buzz well in his future endeavors and applaud him for his continued desire to make Anderson County a better place to live and work for all its citizens.

RESOLVED, DULY PASSED AND APPROVED this 20<sup>th</sup> day of August, 2012.



Chuck Fritts, County Commission Chair



Myron Iwanski, County Mayor

ATTEST:



Jeff Cole, County Clerk

27. Commissioner Irwin moved to approve resolution for Johnny Alley. Seconded by Commissioner Wandell. Motion carried by voice vote.

**Anderson County, Tennessee**  
**Board of Commissioners**  
**RESOLUTION NO. 12-447**

**RESOLUTION HONORING JOHNNY ALLEY**

**WHEREAS**, Johnny Alley was first appointed to the Anderson County Commission, District 3 seat to fill the unexpired term of his late father in April 2010. Johnny was subsequently and overwhelmingly elected by the citizens of District 3 on August 5, 2010 to continue his service on the Anderson County Commission; and,

**WHEREAS**, since that time Johnny has remained a constant dignitary and advocate for his constituents and a voice of reason and diplomacy for all Anderson County citizens; and,

**WHEREAS**, Johnny has graciously volunteered to serve on some of the County's most important and influential committees including: Audit, Fixed Assets, Operations, Purchasing, Redistricting, Resale of County Owned Properties, Commission Rules, and the Jail Planning Committees; and,

**WHEREAS**, he has remained a consistent advocate for citizen's rights and economic development while serving on the Regional Planning Commission, Facility Oversight Committee and the University of Tennessee Extension Service Local Committee; and,

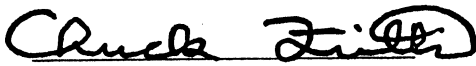
**WHEREAS**, during his tenure on the County Commission, Johnny has demonstrated an intense desire and steadfast commitment to create avenues for citizen input in our government and encouraged open and honest response to our citizen's concerns; and,

**WHEREAS**, Johnny has recently been elected to serve our county as the Assessor of Property, and as such will unfortunately need to resign his seat on the County Commission.


**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of August, 2012 that we honor and applaud Johnny Alley for his admirable service on the County Commission and his vast accomplishments for the citizens of District 3 and our entire county.

**BE IT FURTHER RESOLVED** that we wish him well as he assumes the critical role of Anderson County Assessor of Property and we are certain that he will serve the citizens of our county with professionalism and an overriding concern for fairness in their property assessments. His service and commitment to our citizens as a County Commissioners will always be missed, admired and much appreciated.


**RESOLVED, DULY PASSED AND APPROVED** this 20<sup>th</sup> day of August, 2012.

  
Chuck Fritts, County Commission Chair



  
Myron Iwanski, County Mayor

ATTEST:

  
Jeff Cole, County Clerk

28. Commissioner Biloski moved to approve resolution for County Mayor Myron Iwanski. Seconded by Commissioner Isbel. Motion carried by voice vote.

## Anderson County, Tennessee Board of Commissioners

RESOLUTION NO. 12-446

### RESOLUTION HONORING COUNTY MAYOR MYRON IWANSKI

WHEREAS, after many years of exemplary service to our citizens as a County Commissioner representing District 8, Myron Iwanski graciously agreed to accept the position of Anderson County Mayor after his predecessor chose to resign; and,

WHEREAS, since his appointment on January 31, 2011, Mayor Iwanski has taken progressive and affirmative steps to address and successfully accomplish the most crucial and important tasks facing our County government; and,

WHEREAS, although many steps to accomplish these goals have been met with resistance, Mayor Iwanski has remained steadfast in his desire to make Anderson County a better place to live to work in; and,

WHEREAS, County Mayor Iwanski has addressed and accomplished many significant improvements for our county including: a comprehensive jail expansion to alleviate and avoid Tennessee Correctional Institute (TCI) decertification and unneeded lawsuits; an Alternatives to Incarceration Program to divert non-violent offenders from incarceration; funding to identify and develop proposed industrial development sites; resolve major issues with the City of Clinton regarding relocation of the Glen Alpine Convenience Center and Sales Tax reimbursement; expansion of the much needed Claxton Sewer project to provide sanitary sewer to homeowners; numerous capital outlays projects such as replacing the aging roof on the courthouse, health department and replacing and repairing the elevator systems in the courthouse and Jolly Building; finalization of the new Briceville Library and the adjacent community sidewalk project; completion of the new dental clinic in Oak Ridge; and, an undesignated fund balance that has grown from less than one million dollars to 2.85 million during his short tenure as County Mayor.

NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of August, 2012 that we applaud the great accomplishments made by Mayor Iwanski in his short tenure as County Mayor and we look forward to his return to the Anderson County Board of Commissioners. His devotion and dedication to the citizens of our great county is unsurpassed.

RESOLVED, DULY PASSED AND APPROVED this 20<sup>th</sup> day of August, 2012.



*Chuck Fritts*

Chuck Fritts, County Commission Chair

ATTEST:

*Jeff Cole*

Jeff Cole, County Clerk

*Chuck Fritts*

---

Chuck Fritts, Chairman  
County Commission

*Jeff Cole*

---

Jeff Cole  
County Clerk