

**ANDERSON COUNTY  
COUNTY COMMISSION  
REGULAR SESSION  
DECEMBER 15, 2014**

BE IT REMEMBERED THAT THE ANDERSON COUNTY BOARD OF COMMISSION MET IN REGULAR SESSION ON DECEMBER 15, 2014 WITH THE FOLLOWING COMMISSIONERS PRESENT: CHUCK FRITTS, TRACY WANDELL, MARK ALDERSON, RICK MEREDITH, STEVE EMERT, PHIL WARFIELD, CHRIS PHILLIPS, TIM ISBEL, ROBERT MCKAMEY, JERRY WHITE, WHITEY HITCHCOCK, STEVE MEAD, JERRY CREASEY, THERESA SCOTT, ROBIN BILOSKI AND MYRON IWANSKI.

Prayer was led by Rev. Derrick Hammond, Pastor of Oak Valley Baptist Church.

Pledge of Allegiance led by Commissioner Warfield.

1. Commissioner Warfield made a motion to approve Consent Agenda. Seconded by Commissioner Mead. Motion carried by voice vote.

2. Commissioner Iwanski made a motion to approve Regular Agenda. Seconded by Commissioner Biloski. Motion carried by voice vote.

Commissioner Hitchcock made a motion to put employee issues on the agenda. Seconded by Commissioner Creasey. Motion carried by voice vote.

Commissioner Iwanski made a motion to add legal fees for County Commission under Law Director Report. Seconded by Commissioner White. Motion carried by voice vote.

Commissioner Warfield made a motion to approve agenda as amended. Seconded by Commissioner Creasey. Motion carried by voice vote.

- November 17, 2014 County Commission Minutes as amended(including the correction to item #15)
- Notary and Notary Bonds
- Director of Schools Report
- County Mayor Report
  - Powell-Clinch Utility District Appointment-John Stair
- Law Director Report
- Committee Reports
  - ADA Minutes (12-1-14)
  - Solid Waste Advisory Board Minutes(12-9-14)
- Norris Middle School requests waste management funds in the amount of \$1,000.00 for 8<sup>th</sup> grade field trip to TN College of Applied Technology and Pellissippi State Community College.
- Andersonville Elementary School requests waste management funds in the amount of \$750.00 for a field trip to the University of Tennessee and Pellissippi State Community College.

Notaries

Elaine S Boatner

Mary Ann Stooksbury

Charlie Harmon

David A Stuart

Nichole Lucas

Courtney Thomas

Claudette Monday

Gail C Walker

Rachel Ashlie Shelton

Thomas C Williams

## Notary Bonds

### Western Surety Company

Wendy Mioduski

Diane M Johnson

Jerry Ward

Robin Brown

Linda L Brown

Jamie Ferguson

Cathy L Barbee

Faye McCoy

Philip R Crye Jr

Amy M Sheldon

### RLI

Margaret Ann Anderson

Ramona Walker

Karen Campbell

### State Farm

Michael M Davis

### SBCA

Michelle D Kennedy

### Merchants Bonding Co

Candace H Harber

### Public Hearing Report

3. Commissioner Meredith moved to approve resolution to amend the Anderson County Zoning Map by rezoning properties further described as Anderson County Tax Map 053, Parcel 111.02, .88 acres from the General Commercial (C-1) to Residential (R-1-S). Seconded by Commissioner Creasey. Motion carried by voice vote. (Exhibit A)

### School Report

No action at this time.

### Mayor Report

4. Commissioner Wandell moved to approve appointments of Jerry White to the Solid Waste Planning Board Exp. 9/19 and Jackie Nichols to the Regional Planning Commission Exp. 1/18. Seconded by Commissioner Scott. Motion carried by voice vote.

5. Commissioner Biloski made a motion that Commission has accepted and reviewed with the County Mayor Anderson County's debt management policy currently on file in the Comptroller of the Treasury's Office. Seconded by Commissioner Mead. Motion carried by voice vote.

6. Commissioner Warfield made a motion to acknowledge the Commission and the County Mayor are aware that prior to the issuance of debt, an annual cash flow forecast must be prepared for the appropriate fund and submitted to the Comptroller's office. Seconded by Commissioner White. Motion carried by voice vote.

Law Director

7. Commissioner Meredith made a motion to have an Executive Session based on lawsuits and legal issues that confront the entire Commission at end of the agenda with the Law Director. Seconded by Commissioner Mead. Motion carried by voice vote.

Purchasing Department

8. Commissioner Wandell moved to approve twelve month contract with HISET Vouchers for GED testing for inmates for the period of December 16, 2014 through June 30, 2017. Seconded by Commissioner Scott. Motion carried by voice vote.

9. Commissioner Isbel moved to approve five year agreement with Roane State Community College for Dual Study enrollment for students for the period of January 2015 thru June 30, 2020. Seconded by Commissioner Meredith. Motion carried by voice vote.

10. Commissioner Isbel moved to approve three year contract with Institutional Wholesale Company for produce as per bid #4570 for the School Nutrition Department for the period of December 1, 2014 through June 30, 2018. Seconded by Commissioner Scott. Motion carried by voice vote.

11. Commissioner Isbel moved to approve three year contract with I-Page Website for website development for the Public Works Department for the period December 1, 2014 through June 30, 2017. Seconded by Commissioner Mead. Motion carried by voice vote.

12. Commissioner Biloski moved to approve two year lease agreement with the Montessori Center for the period of December 1, 2014 through December 31, 2015. Seconded by Commissioner Scott. Motion carried by voice vote.

13. Commissioner White moved to approve thirty-six month lease agreement with ETHRA for the period of December 1, 2014 through December 17, 2017. Seconded by Commissioner Warfield. Motion carried by voice vote.

Budget Committee

14. Commissioner Meredith move to approve recommendation from Budget Committee the following school appropriations. Seconded by Commissioner Mead. Voting aye: Fritts, Wandell, Alderson, Meredith, Emert, Warfield, Bates, Isbel, McKamey, White, Hitchcock, Mead, Creasey, Scott, Biloski and lwanski. Voting no: none. Motion carried.

Increase Revenue Code:

141-47120-CRTN	Adult Basic Education Funds	\$34,000.00
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Increase Expenditure Codes:

141-71600-116-CRTN	Teachers' Salaries	\$25,662.96
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141-71600-201-CRTN	Social Security	1,591.10
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141-71600-204-CRTN	State Retirement	\$2,278.87
141-71600-212-CRTN	Medicare	467.06
141-71600-429-CRTN	Instructional Materials & Supplies	3,500.00
141-71600-499-CRTN	Other Supplies & Materials	500.00
	Total Expenditures Increased	\$34,000.00

Increase Revenue Code:

141-47120	Adult Basic Education Funds	\$3,275.00
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Increase Expenditure Codes:

141-71600-116	Teachers' Salaries	\$2,806.58
141-71600-201	Social Security	174.01
141-71600-204	State Retirement	253.71
141-71600-212	Medicare	\$40.70
	Total Expenditures Increased	\$3,275.00

15. Commissioner Iwanski moved to approve recommendation from Budget Committee the following school transfers. Seconded by Commissioner Mead. Motion carried by voice vote.

Increase Expenditure Code:

141-71100-429	Instructional Materials	\$15,200.00
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Decrease Expenditure Code:

141-72110-399	Other Contracted Services	\$15,200.00
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Increase Expenditure Codes:

141-71600-116	Teacher Salaries	\$16,256.30
141-71600-189	Other Salaries and Wages	8,132.00
141-71600-204	State Retirement	864.00
141-71600-212	Medicare	552.00

141-71600-307	Communication	\$ 300.00
141-71600-355	Travel	7,166.00
141-71600-524	Staff Development	1,500.00
	Total Expenditures Increased	\$34,770.30

Decrease Expenditure Codes:

141-71600-105	Supervisor	\$6,533.30
141-71600-201	Social Security	4,545.00
141-71600-207	Medical Insurance	7,167.00
141-71600-302	Advertising	500.00
141-71600-429	Instructional Materials & Supplies	9,314.00
141-71600-499	Other Materials & Supplies	2,300.00
141-71600-599	Other Charges	900.00
141-72410-599	Office of Principal-Other Charges	3,511.00
	Total Expenditures Decreased	\$34,770.00

Increase Expenditure Code:

141-82130-611	Interest on Capital Leases	\$8,698.00
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Decrease Expenditure Code:

141-82230-611	Interest on Capital Leases	\$8,698.00
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16. Commissioner White moved to approve recommendation from Budget Committee the following non-school appropriations. Seconded by Commissioner Warfield. Voting aye: Fritts, Wandell, Alderson, Meredith, Emert, Warfield, Bates, Isbel, McKamey, White, Hitchcock, Mead, Creasey, Scott, Biloski and Iwanski. Voting no: none. Motion passed.

Increase Revenue Code:

101-46915	Contracted Prisoner Board	\$85,000.00
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Increase Expenditure Code:

101-54210-454	Water and Sewer	\$85,000.00
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Decrease Expenditure Code:

115-56500-334-1001	Maintenance Agreements	\$360.00
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Decrease Reserve Code:

115-34535	Library Board's Restricted Reserve	\$140.00
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Increase Expenditure Code:

115-56500-355-4001	Norris Travel	\$500.00
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Increase Revenue Codes:

115-46980-4002	Other State Revenue	\$2,410.00
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115-44570-4002	Contribution	2,410.00
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	Total Revenues Increased	\$4,820.00
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Increase Expenditure Code:

115-56500-709-4002	Data Processing Equipment	\$4,820.00
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Decrease Expenditure Codes:

115-56500-204-3000	Retirement	\$1,182.33
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115-56500-206-3000	Life Insurance	26.00
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115-56500-207-3000	Medical Insurance	3,256.00
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115-56500-208-3000	Dental Insurance	396.80
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115-56500-209-3000	Short Term Disability	53.56
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115-56500-210-3000	Unemployment	60.00
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115-56500-212-3000	Medicare	190.74
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	Total Expenditures Decreased	\$5,165.43
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Increase Reserve Code:

115-34535	Library Board's Restricted Reserve	\$5,165.43
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Decrease Reserve Codes:

115-34535-3000	Local Committed Funds	\$4,000.00
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115-34535-3001	Local Committed Funds	137.74
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Total Reserve Decreased	\$4,137.74
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Increase Expenditure Codes:

115-56500-709-3001	Data Processing	\$2,500.00
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115-56500-499-3001	Other Supplies & Materials	1,000.00
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115-56500-355-3001	Travel	637.74
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Total Expenditures Increased	\$4,137.74
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17. Commissioner Alderson moved to approve recommendation from Budget Committee the following non-school transfers. Seconded by Commissioner Mead. Motion carried by voice vote.

Decrease Expenditure Code:

101-51240-169	Part-Time Personnel	\$4,000.00
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Increase Expenditure Codes:

101-51240-167	Maintenance Personnel	\$3,445.18
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101-51240-201	Social Security	198.40
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101-51240-204	Retirement	287.58
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101-51240-209	S/T Disability	13.03
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101-51240-209-1000	L/T Disability	9.41
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101-51240-212	Medicare	46.40
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Total Expenditures Increased	\$4,000.00
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Decrease Expenditure Code:

101-53400-169	Part-Time Help	\$3,000.00
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Increase Expenditure Code:

101-53400-187	Overtime Pay	\$3,000.00
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Increase Expenditure Code:

131-99100-590	Transfer to General Fund	\$200,000.00
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Decrease Expenditure Code:

131-68000-713-1000	Slatestone Bridge Project	\$200,000.00
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18. Commissioner Iwanski moved to approve recommendation from Budget Committee the following committed, restricted or assigned funds. Seconded by Commissioner Scott. Voting aye: Fritts, Wandell, Alderson, Meredtih, Emert, Warfield, Bates, Isbel, McKamey, White, Hitchcock, Mead, Creasey, Scott, Biloski and Iwanski. Voting no: none. Motion carried.

Increase Expenditure Code:

101-54410-316	Fire Truck Contributions	\$114,756.07
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Decrease Reserve Code:

101-34625-5000	Committed-Fire Truck Contribution	\$114,756.07
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19. Commissioner White moved to approve recommendation from Budget Committee the following committed, restricted or assigned funds. Seconded by Commissioner Warfield. Motion carried by voice vote.

Increase Expenditure Code:

101-55110-335	Maintenance Repair-Building	\$3,000.00
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101-55110-336	Maintenance Repair-Equipment	500.00
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	Total Expenditures Increased	\$3,500.00
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Decrease Reserve Code:

101-34530-2000	Health Department Savings	\$3,500.00
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20. Commissioner White moved to approve recommendation from Budget Committee the following general fund unassigned fund balance appropriations. Seconded by Commissioner Mead. Voting aye: Fritts, Wandell, Alderson, Meredith, Emert, Warfield, Bates, Isbel, Mckamey, White, Hitchcock, Mead, Creasey, Scott, Biloski and Iwanski. Voting no: none. Motion carried.

Increase Expenditure Code:

101-51900-508	Security Bonds	\$4,517.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$4,517.00
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21. Commissioner Alderson moved to approve recommendation from Budget Committee the following general fund unassigned fund balance appropriations. Seconded by Commissioner Iwanski. Motion carried by voice vote.

Increase Reserve Code:

101-39000	Unassigned Fund Balance	\$200,000.00
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Increase Revenue Code:

101-49800	Transfers In	\$200,000.00
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22. Commissioner Warfield moved to approve EMS rate changes. Seconded by Commissioner Alderson. Motion carried by voice vote. (Exhibit B)

23. Commissioner Mead moved to approve the policy amending the fund balance policy general fund for Anderson County will maintain at least a \$4,000,000.00 minimum fund balance also amending it to read and requires a 2/3 affirmative vote instead of requiring a 2/3 affirmative vote. Seconded by Commissioner White. Motion carried by voice vote. (Exhibit C)

24. Commissioner Bates made a motion to give a onetime pay adjustment of \$775.00 to Anderson County Employees excluding elected officials and department heads that are not subject to employee raises and that have been employed since January 1, 2014 and are full time employees and have not had any pay increases. Seconded by Commissioner Warfield.

Commissioner Iwanski made a motion to amend to take out restriction regarding have gotten an increase. Seconded by Commissioner Emert.

Commissioner Biloski moved to defer to Budget Committee for January 2015 meeting for Chris to present with different scenarios and figures. Seconded by Commissioner Iwanski. Motion carried by voice vote.

### Legislative Committee

No action at this time.

### Operations Committee

25. Commissioner Meredith moved to approve the Oak Ridge Senior Center lease extension agreement. Seconded by Commissioner Biloski. Motion carried by voice vote. (Exhibit D)

26. Commissioner Meredith moved to approve a resolution to establish procedures and protocol to be followed for engagement of outside legal representation for county officials and employees not covered by the county law director or insurance counsel. Seconded by Commissioner Warfield. Motion carried by voice vote. (Exhibit E)

### New Business

27. Commissioner Iwanski made a motion to correct clerical error in minutes from February 18, 2014 item #16 to change wording to Bond Funds not County General Funds. Seconded by Commissioner Biloski. Motion carried by voice vote.

28. Commissioner Meredith made a motion that we close Anderson County Government on December 26, 2014. Seconded by Commissioner Warfield. Motion carried by voice vote.

### Convened for Executive Session

29. Commissioner Mead made a motion for the Law Director to hire outside legal counsel for himself for the Rocky Day vs. Yeager and Anderson County case. Seconded by Commissioner Warfield. Motion carried by voice vote.

30. Commissioner Isbel made a motion that Chairman Robert McKamey will choose an attorney for Anderson County for the Rocky Day vs. Yeager and Anderson County. Seconded by Commissioner Mead. Motion carried by voice vote.

31. Commissioner Alderson made a motion that we pay Avery Johnsons lawyer bill out of the Law Directors legal fees budget code 101-51400-331 in the amount of \$962.50. Seconded by Commissioner Fritts. Motion carried by voice vote.

32. Commissioner White made a motion to authorize County Commissioners that have been served with subpoenas and the Law Director to get outside counsel for the David Crowley case. Seconded by Commissioner Mead. Motion carried by voice vote.

33. Commissioner Fritts made a motion that we adjourn meeting. Seconded by Commissioner Warfield. Motion carried by voice vote.

*Robert McKamey*

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Robert McKamey, Chairman

County Commission

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Jeff Cole

County Clerk

DECEMBER 15, 2014

EXHIBITS

EXHIBIT A: LEGAL NOTICE OF PUBLIC HEARING

EXHIBIT B: NEW EMS RATES

EXHIBIT C: POLICY AMENDING THE FUND BALANCE POLICY GENERAL FUND

EXHIBIT D: LEASE EXTENSION AGREEMENT WITH OAK RIDGE SENIOR CENTER

EXHIBIT E: RESOLUTION TO ESTABLISH PROCEDURES AND PROTOCOL TO BE FOLLOWED FOR ENGAGEMENT OF OUTSIDE LEGAL REPRESENTATION FOR COUNTY OFFICIALS AND EMPLOYEES NOT COVERED BY THE COUNTY LAW DIRECTOR OR INSURANCE COUNSEL

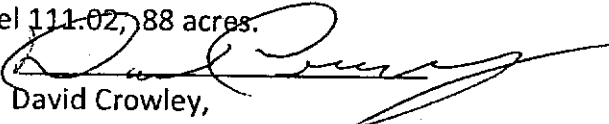
\*ALL ORIGINAL CERTIFIED COPIES OF DOCUMENTS ARE FILED IN THE COUNTY CLERK'S CLINTON LOCATION LOCATED IN COURTHOUSE ROOM 111

**LEGAL NOTICE OF PUBLIC HEARING**

A

**[Published in Compliance with TCA 13-7-105]**

The Anderson County Board of Commissioners will hold a Public Hearing on December 15, 2014 at 6:00 PM in Room 312 of the Anderson County Courthouse, 100 N. Main Street, Clinton, Tennessee to consider a request for rezoning the following properties located at 1665 Lake City Highway, Clinton, TN 37716: and can be further described as Anderson County Tax Map 053, Parcel 111.02, .88 acres.

  
David Crowley,  
Anderson County Building Commissioner

**WHEREAS** the Anderson County Regional Planning Commission has recommended that the property located at 1665 Lake City Highway, Clinton, TN 37716 is to be rezoned from the General Commercial (C-1) to Residential (R-1-S).

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Board of Commissioners does hereby amend the Anderson County Zoning Map by rezoning properties further described as Anderson County Tax Map 053, Parcel 111.02, .88 acres from the General Commercial (C-1) to Residential (R-1-S).

This resolution shall take effect immediately after its notification and passage, the public welfare requiring it.

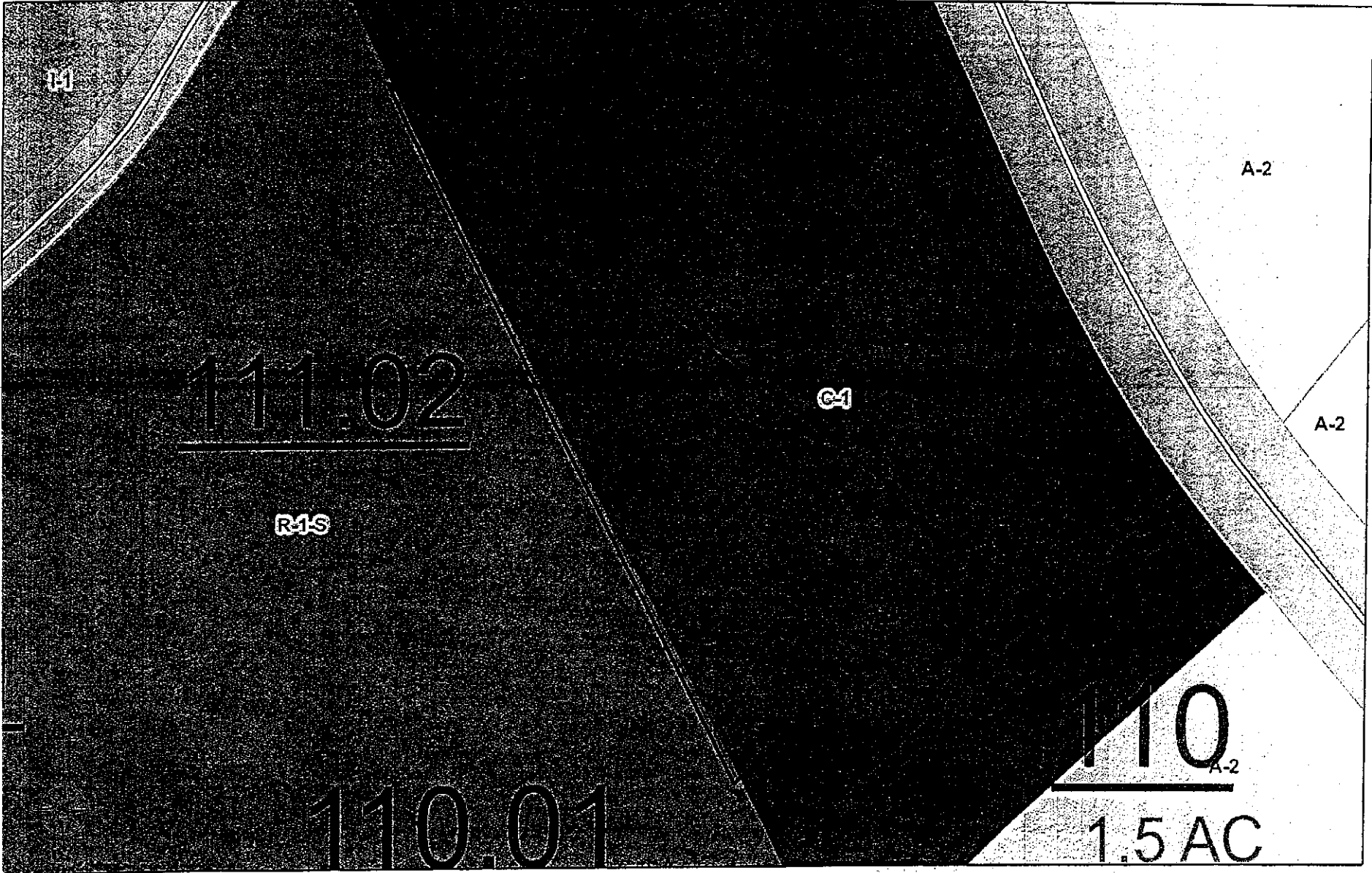
  
ATTEST

\_\_\_\_\_  
Jeff Cole, County Clerk

  
Robert McKamey, Chairman

DATE:

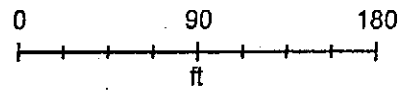
My Map



**ANDERSON COUNTY, TENNESSEE**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 11, 2014



## Comprehensive Rates Comparison Chart

	Anderson	Bradley	Campbell	Gibson	Hamblen	Hamilton*
Responses	20,200	15,000	9,000	10,000	10,000	22,000
Rates:						
BLS	550	350	300	338	450	0
ALS1	650	450	475	416	550	1080
BLSE	750	500	450	416	550	0
ALS1E	850	600	550	540	575	1343
ALS2	1100	700	600	676	600	1484
SCT	1300	800	700	750	675	0
Mileage	14.5	20	12	13.31	14	20
Non-transport	75	145	50	0	0	75
	Jefferson	Montgomery	Morgan	Putnam	Rutherford*	Sullivan
Responses	12,000	18,000	6,000	13,000	20,400	?
Rates:						
BLS	650	650	450	225	675	450
ALS1	650	760	630	325	775	560
BLSE	700	650	450	375	675	520
ALS1E	750	800	650	500	775	630
ALS2	850	900	730	575	875	900
SCT	950	1300	0	0	950	1004
Mileage	10	14	12	11.5	14	13.5
Non-transport	0	225	75	0	0	0
	Sumner	Roane	Sevier	Wilson		
Responses	25,550	6,750	12,000	6,000		
Rates:						
BLS	450	450	400	0		
ALS1	650	575	600	650		
BLSE	600	550	550	550		
ALS1E	750	650	600	650		
ALS2	850	825	800	750		
SCT	1050	1200	0	850		
Mileage	11	10.5	10	12.5		
Non-transport	0	50	0	100		

-All response data and rates come from the agency themselves

\*911 service only, do not provide convalescent transports



## Chart Key

- BLS** Basic Life Support non-emergency: Convalescent
- ALS1** Advanced Life Support non-emergency: Convalescent call that requires paramedic care
- BLSE** Basic Life Support Emergency: A 911 call with immediate response, but no paramedic care required
- ALS1E** Advanced Life Support Emergency: A 911 call with immediate response, paramedic care required
- ALS2** Advanced Life Support paramedic care required with several advanced Paramedic procedures performed (i.e. intubation, defibrillation, 12-lead EKG)
- SCT** Specialty Care Transports: Patients on a Ventilator, IV pump or other device that is beyond the normal scope of a Paramedic. Commonly referred to as Critical Care transports
- Mileage** This is only for miles transported, nothing is charged for mileage during response

### **Treatment with no transport**

At times we will treat a patient with medication on scene, the medication can act so quickly and dramatically that the patient will be fully alert and aware and they will refuse to be transported. There is currently no charge for this although equipment and supplies are used

\* All Anderson County EMS rates are recommended rates and not our current rates

**ANDERSON COUNTY, TENNESSEE  
POLICY AMENDING THE  
FUND BALANCE POLICY  
GENERAL FUND**


C

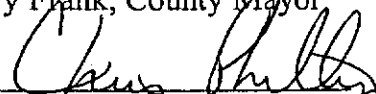
**GENERAL FUND:**

The General Fund unassigned fund balance will be maintained at a level sufficient to provide for the required resources to meet operating cost needs, to allow for unforeseen needs of an emergency nature, and to permit orderly adjustment to changes resulting from fluctuations of revenue sources. Given that current property tax collections do not begin until the fourth month of the fiscal year, and based on guidance provided by the Government Finance Officers Association (GFOA), Anderson County will maintain at least a \$4,000,000 (four million) minimum fund balance.

Any amounts remaining in the fiscal year-end unassigned fund balance in excess of \$4,000,000 will be available for appropriation by the County Commission to cover such items as revenue shortfalls and unanticipated expenditures, and to ensure stable tax rates. The County Commission will attempt whenever possible to avoid appropriating such funding for recurring expenses, and requires a 2/3 affirmative vote to appropriate funds from the unassigned fund balance if the appropriation results in the unassigned fund balance falling below the \$4,000,000 balance.

Passed this day December 15, 2014 by the Anderson County Budget Committee and recommended for approval by the Board of County Commissioners of Anderson County.

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

  
\_\_\_\_\_  
Chris Phillips, Director of Accounts & Budgets

**LEASE EXTENSION AGREEMENT**

**THIS LEASE EXTENSION AGREEMENT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Anderson County, Tennessee a political subdivision of the State of Tennessee and governmental entity located at 208 Anderson County Courthouse, 100 North Main Street, Clinton, Tennessee (hereinafter, "Lessor") and the City of Oak Ridge, Tennessee, a governmental municipality located at 200 South Tulane Avenue, Oak Ridge, Tennessee, (hereinafter, "Lessee"):

**WITNESSETH:**

**WHEREAS**, Lessor desires to lease certain office, recreational and meeting space located at 728 Emory Valley Road, for the use and benefit of the Oak Ridge Senior Center, located within a portion of the Daniel Arthur Rehabilitation Center (DARC) Complex, within the corporate limits of the City of Oak Ridge, in the Second Civil District of Anderson County, Tennessee, (hereinafter referred to as "Leased Space") and more particularly described in Exhibit 1 (diagram of the Leased Space) and Exhibit 2 (room square footage, approximately 9,694 sq. ft.) attached hereto and made a part of this lease.

**WHEREAS**, Lessee desires to lease said Leased Space upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the parties, in consideration of the mutual covenants and agreements contained herein do hereby agree as follows:

1. Lessor shall lease to Lessee and Lessee does hereby agree to lease the Leased Space described in Exhibit 1 and Exhibit 2, attached hereto, for the use and benefit of the Oak Ridge Senior Center, located within the DARC Complex on Emory Valley Road.
2. Lessor and Lessee have agreed that the gym, kitchen, bathroom and stage areas, as shown on Exhibit 2, are not to be considered as a part of this lease agreement, but that these areas may be used and scheduled by the Lessee, at no charge to the Lessee, with Lessor to be responsible for maintaining the area.
3. Lessor and Lessee agree that rent paid by Lessee hereunder shall be at a rate of Five Thousand One Hundred Seventy Dollars and no/100 (\$5,170.00) per month for a period of five (5) years.
4. This lease shall commence effective the 1<sup>st</sup> day of January, 2015, through the 31<sup>st</sup> day of December, 2019, for a five (5) year period of time, with the Lessee having the option to purchase the property, (hereinafter, "Option Property" as described more particularly in Exhibits 3, 4, 5 & 6 attached hereto) for One Dollar and no/100 (\$1.00) on the 31st day of December, 2019. Notice of the intent to purchase the Option Property for this amount, must be provided to the Lessor by the Lessee no later than one hundred and twenty (120) days prior to the expiration of this lease. If Lessee exercises its option to purchase the Option Property, Lessee agrees that

Option Property must be used for a Senior Center, for the use and benefit of all senior citizens, and other municipal services and never as commercial leased space for "For Profit" businesses or sold to other individuals or entities. If Lessee violates this covenant, Option Property will revert automatically to Lessor without legal process. If the option to purchase is exercised at the end of the Lease Term, Lessor agrees that Lessee may raze the existing structure(s) on the Option Property and replace with a new building for the use and benefit senior citizens and other municipal services.

5. Lessee shall be responsible for custodial services, to include interior cleaning and cleaning of windows both interior and exterior, and agrees that it will maintain the leased area in a reasonable state of cleanliness subject to the satisfaction of the Lessor.

6. Lessee shall be responsible for the payment of twenty-four percent (24%) per calendar year of the total utility costs of the complex, billed monthly, with payment to be made within thirty (30) days upon receipt of the invoice.

7. Lessor will maintain the parking and driveway areas. Lessor will maintain all heating and cooling equipment and will repair defective electrical outlets within the leased areas. Providing of light bulbs, ballasts and other similar electrical appliances will be the responsibility of the Lessee. If Lessee exercises its option to purchase Option Property at the end of the Lease Term, the Parties agree to mutually share use and maintenance of all facility parking areas, sidewalks and ingress/egress corridors.

8. Lessee shall provide its own door signs, or other signs. However, all signs shall meet standards set by the Lessor and proposals for signs must be presented to Lessor prior to installation. Any modifications in the Leased Space shall be subject to written approval by the Lessor.

9. Lessee, its agents, employees, guests and invitees are permitted to use the parking area but Lessor shall not be responsible for security in the parking area and shall not be responsible for losses to, or damage to vehicles, or injuries in the parking area.

10. Payment for janitorial services within Leased Space shall be the responsibility of the Lessee. Lessor shall be responsible for all maintenance items for the purpose of maintaining the heat and air conditioning systems.

11. Except as noted herein or as may otherwise be agreed in writing in any addendum to this lease, any alterations, additions or improvements made to the Leased Space, whether with or without consent of the Lessor, shall become the property of the Lessor, and shall remain upon the premises and be surrendered with the premises upon the termination of this lease agreement and any renewals or extension thereof. The Lessor and Lessee agree that any specialized equipment that shall be placed within the Leased Space by the Lessee, and being described as special electronic equipment, computer equipment, or specialized telephones, shall not become the property of the Lessor and shall be trade fixtures and as such be removable by the Lessee at the end of the term of the lease as provided herein; provided, however, that the Lessee shall

make sufficient repairs to the building to return the Leased Space to a reasonable state of repair consistent with the state of the premises as though such equipment had not been installed.

12. Lessor and Lessee agree that the Emory Valley Center shall continue to be permitted the use of the gym facility free of charge, up to, but not exceeding five (5) special events per calendar year, with scheduling to be done by the Oak Ridge Senior Center. Nothing contained herein shall be interpreted to impede Lessor's ability to lease other space within the Option Property during the Lease Term. In the event Lessee exercises its option to purchase Option Property, Lessee agrees to not interfere with the Lessor's use and access of the Dickens Building or the Holiday Bureau Building.

13. Lessor shall have the option on thirty (30) days notice to terminate this lease agreement in the event that Lessee has filed against it, or voluntary files, in either state or federal court any proceeding with respect to insolvency or bankruptcy of the Lessee, or if Lessee materially alters its charitable function or ceases its current operational intent to use the Leased Space as a Senior Center for the use and benefit of all senior citizens.

14. Condemnation proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by the Lessee for the purposes of its business will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to that portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for remainder of the lease term shall be reduced proportionately to the area lost. This provision shall not be applicable to condemnation of a portion or all of the parking area. Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

15. Lessee accepts the Leased Space in "as is" condition. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the conclusion of the lease term, or any renewal or extension thereof, in the same condition as when Lessee took possession, reasonable use and fair wear and tear, and loss by acts of God, including fire and storms, accepted. Upon surrender, Lessee shall remove all business signs placed on the premises by Lessee and shall restore the portion of the premises on which such signs were placed to the same condition as when received.

16. If the premises are totally destroyed, or so substantially damaged as to be untenable by storm, fire, earthquake, or other casualty, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate as determined by the Lessor and Lessee in proportion as the premises have been damaged, and Lessor shall restore promptly as practicable, whereupon full rent shall recommence.

17. If suit is instituted for the collection of any rental due and owing under this lease, Lessee shall be responsible for reasonable attorney fees in addition to the amount of rent due and owing, and such attorney fees shall become a further part of the indebtedness owed by Lessee to Lessor.

18. Lessor shall, on default with respect to any of the provisions of this lease by Lessee, including payment of the rental as provided herein, provide Lessee written notice of any such breach. Following the date of the written notice, Lessee shall have thirty (30) days to correct such deficiencies. If the condition cannot be corrected with thirty (30) days, Lessee shall have a reasonable time to complete the correction, except that nothing contained herein shall extend the period of time for payment of any delinquent rental due under this agreement.

19. Lessor agrees that Lessee's obligation under this lease shall terminate if the Oak Ridge City Council does not appropriate sufficient funds during its annual budget approval to make payment of the rental as provided herein. Lessee shall notify Lessor of its intent to terminate lease due to valid budgetary constraints no less than ninety (90) days prior to July 1<sup>st</sup> of each year.

20. Lessee agrees that all personal property, trade fixtures and other articles taken upon the demised premises by Lessee, its agents, representatives, employees, invitees or assigns, shall be at the sole risk of Lessee. Lessor shall have no responsibility for the theft of same or any injuries or damages caused by the act of any co-tenant, or agent, employee or invitee of the Lessee herein except for such as may be caused by willful acts of Lessor or Lessor's agents or representatives.

21. Any and all remedies provided Lessor for the enforcement of the provisions of this lease are not exclusive, and Lessor shall be entitled to pursue either the rights set forth in this agreement or remedies authorized by law or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this lease agreement or in pursuing any legal action for the enforcement of Lessor's rights.

22. Lessor agrees hereunder and represents to Lessee that it is the owner of the property to be leased pursuant to this lease agreement and that the signing of this agreement by Lessor's authorized representative is with full authority to execute same on behalf of Anderson County. The undersigned person signing for Lessee acknowledges that he has full and complete authority to act on behalf of the City of Oak Ridge, and that such lease agreement is, and shall be, binding upon the leasing entity and its assigns and successors in interest.

23. Lessee agrees the Lessor shall not be liable for any damage or injury to Lessee, Lessee's agents, licensees, invitees or contractors or to any person entering the property or the building nor for damage or injury to any person or personal property therein or thereon resulting from any act or omission of Lessee, Lessees, agents, licenses, invitees or contractors, and Lessee agrees to indemnify and save Lessor harmless from all such claims and demands to the extent allowed by law.

24. Lessee will during the said term insure and keep insured the said Leased Space from loss or damage by fire and other casualty, in at least the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Lessee shall also obtain premises liability insurance insuring against personal injury or property damage and occurring on or in conjunction with the Leased Space. This premises liability insurance shall be in form satisfactory to Lessor. Lessee will pay all of the premiums necessary for those purposes within 20 days after the same shall come due. If at any time the Lessee shall fail to insure or keep insured as aforesaid, the Lessor may do all things necessary to effect or maintains such insurance, and any monies expended by them for that purpose shall be repayable by the Lessee on demand. Lessee shall provide to Lessor acceptable certificate evidencing insurance of the kind and amount specified herein and shall have Lessor included as an additional named insured on any such insurance.

25. Lessee will keep all Leased Space, in such repair as the same are at the commencement of the said term or may be put in the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.

26. Lessee shall have non-exclusive use of an access easement for ingress and egress from the premises to Emory Valley Road that is included in this lease. Lessee and Lessor agree that neither will block, restrict nor damage the right of the other or any authorized third parties to the concurrent use of the access easement.

27. In an effort to memorialize the joint partnership and mutual cooperation of Anderson County and the City of Oak Ridge, the Parties hereto agree that the facility shall be named and referred to as the "Anderson County/Oak Ridge Senior Center. Lessor at its option and expense may install appropriate signage designating the facility by said name. Anderson County residents shall be welcome to participate in senior facility functions, programs and events under the same use and terms afforded to Oak Ridge residents.

28. Lessor and Lessee agree that this lease agreement constitutes the entire agreement between the parties hereto and shall not be altered, modified, amended or deleted, except by a document executed in writing signed by the parties hereto, either themselves or through their respective representatives.

IN WITNESS WHEREOF, the parties have executed this lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LESSOR:**

**ANDERSON COUNTY,  
TENNESSEE**

By: \_\_\_\_\_

**LESSEE:**

**THE CITY OF OAK RIDGE,  
TENNESSEE**

By: \_\_\_\_\_

Its: County Mayor

Its: \_\_\_\_\_

\_\_\_\_\_  
Robert McKamey, Chair, AC Commission

ATTEST:

\_\_\_\_\_  
Jeff Cole, AC County Clerk

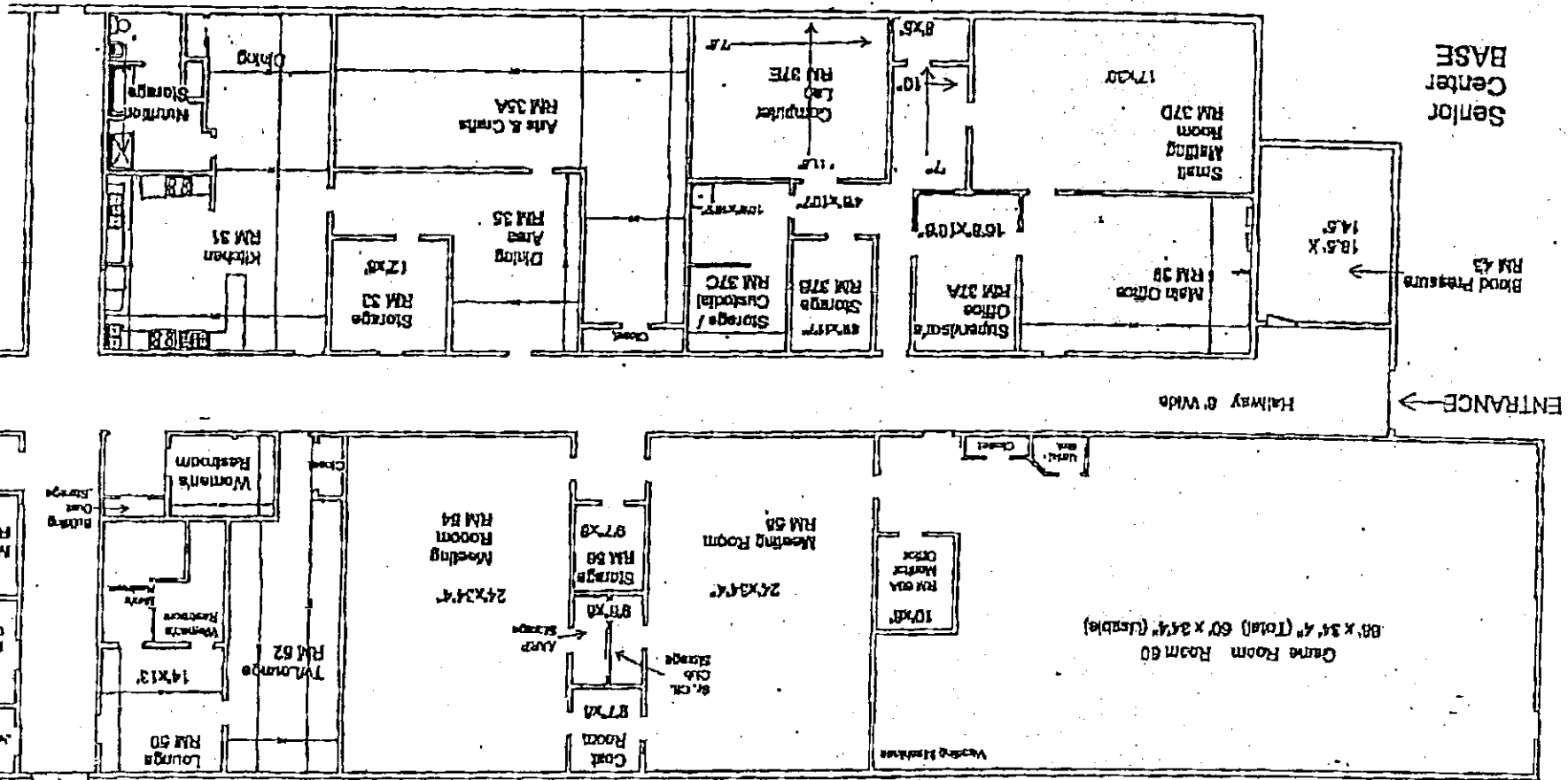
APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Ken Krushenski, OR City Attorney



Senior Center BASE

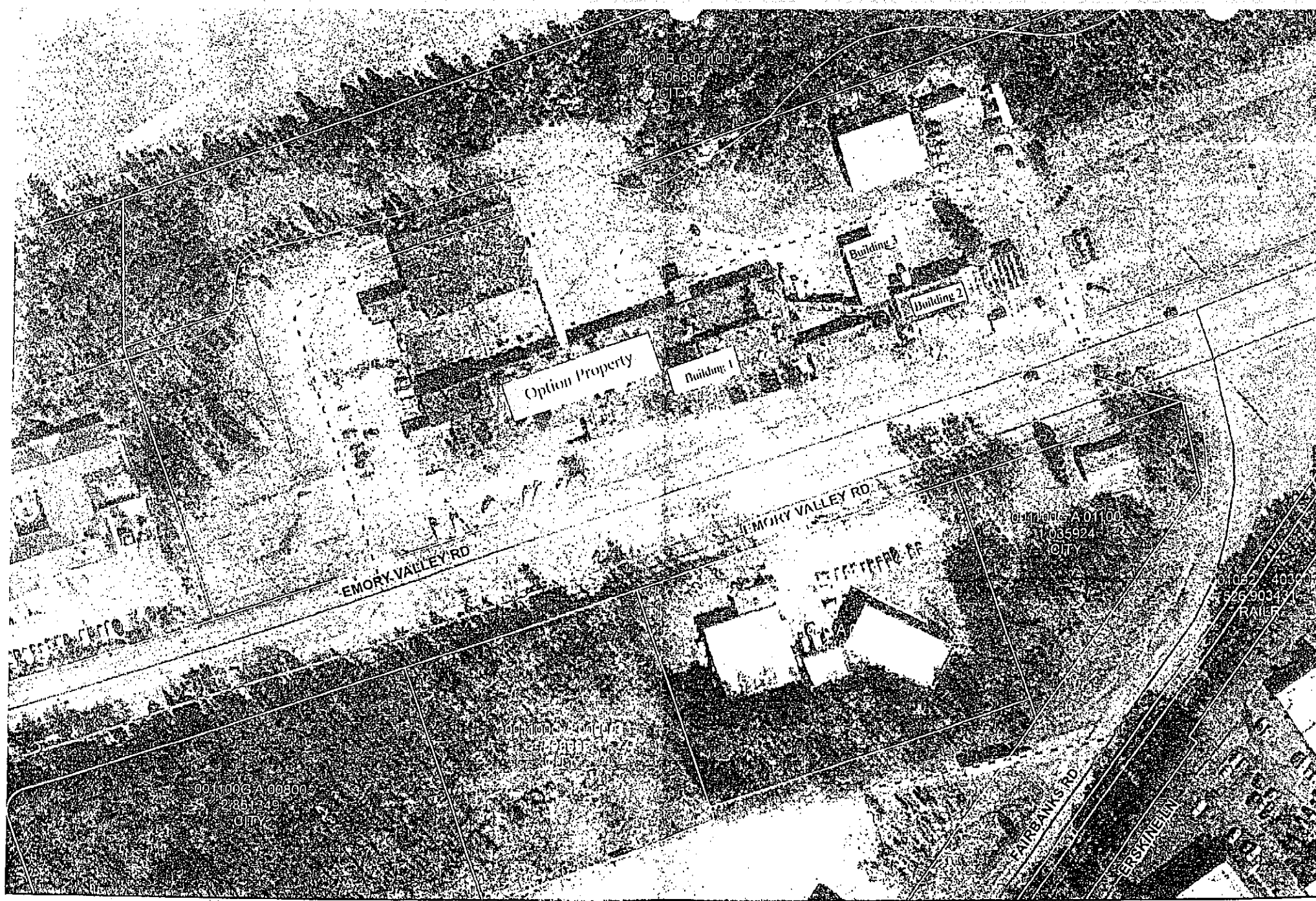


Room	Size	Usable Space	Width	Length
RM 28 Chair Storage for GYM	14' x 46"		14	3.83
31 (Kitchen Area)	16' x 23.5'		18	23.5
31 (Dining Area)	15' x 13'		15	13
31 Storage	11' x 10.5'		11	10.5
31 Bathroom	5' 8" x 7'		5.6	7
33 Storage	12' x 8'		12	8
35 (Dining Area)	13.5' x 18.5'		13.5	18.5
35 A (Craft Room)	15' x 33'		15	33
35 A Storage	11' x 5'		11	5
37 A (Managers Office)	16' 8" x 10' 6"		16.6	10.5
37 B (Storage)	8' 8" x 11' 7"		8.75	11.8
37 C (Storage)	10.5' x 16' 9"		10.5	16.75
37 Hall Closet	7.5' x 5'		7.5	5
37 E Card Room	17 x 30		17	30
37 D (Computer Room)	20.5 x 17		17	20.5
38 (Office)	24.5 x 16.5		24.5	16.5
43 (Blood Pressure Room)	14.5 x 16.5		14.5	16.5
48 Janitorial Storage	6' 7" x 8'		6.75	8
50 Reading Room	14 x 13		14	13
52 TV lounge	12' x 24' 9"		12	24.75
52 Storage Closet	10' x 2.5'		10	2.5
54	24' x 34' 4"		24	34.4
54 (Storage)	9' 7" x 8'		9.75	8
56 (Storage)	9' 7" x 8'		9.75	8
58	24' x 34' 4"		24	34.4
58 (Storage)	9' 7" x 8'		9.75	8
60	68 x 34' 4"	60' x 34' 4"	60	34.4
60 A (Office)	10' x 8'		10	8
60 (Break/Snack Area)	13' 11" x 8'		13.9	8
60 (Restroom)	5' 8" x 4' 8"		5.6	4.6
Janitor # 2 Closet	3' x 8'		3	8
Restroom Men's Main	13.5' x 6.5'		13.5	6.5
Restroom Women's Main	11' x 8.5'		11	8.5
Restrooms, Men' & Women's Small	13' 7" x 11' 3"		13.6	11.25
Multipurpose Room (Gym)	72' 10" x 40' 10"	59' x 40' 10"	59	40.8
Multipurpose Room (Gym) Kitchen	27.5 x 40.8	25.5 x 40.8	25.5	40.8
Multipurpose Room (Gym) Kitchen Bathroom	9' x 5.5'		9	5.5

Exhibit 2

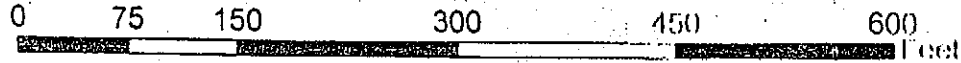
Multipurpose Room (Gym) Stage Area Only		13.8 x 40.8	13.8	40.8	
				Total SF	

	Table Size	Minimum Space Requirements*	Sq Ft Required	Table Quantities	
Billiards Table (Std)	4' x 8'	13' 4" x 17'	226.1	4	904.40
Billiards Table (Snooker)	5' x 10'	13' 10" x 18'	250.2	1	250.20
	4' Round	48" x 52" (cue) = 8'	64	1	64.00
* Space Requirements provided by Brunswick Billiards			Does Not include tables, chairs, etc. Just Billiard Tables		1,218.60



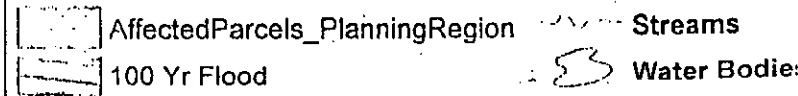
44

n.org



1 inch = 135.25 feet

### Exhibit 3



PROPERTY ADDRESS  
OWNERSHIP AND MAILING ADDRESS

ANDERSON CO BD EDUCATION  
SCHOOL  
724 EMORY VALLEY RD  
OAK RIDGE, TN 37830

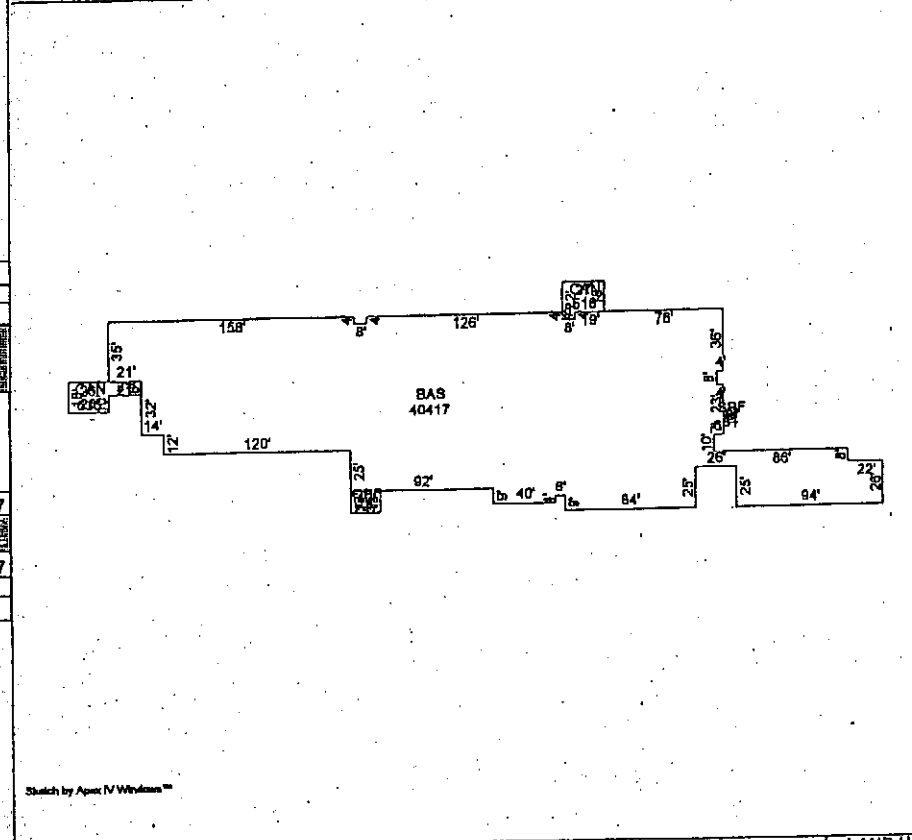
SUBDIV. 2 BK PG BLOCK LOT TRACT  
ADDITIONAL DESCRIPTION 02 020CF 020CF52500 000 DANIEL ARTHUR  
DIMENSIONS

CITY 549 OAK RIDGE  
SSDT  
SSDZ  
TOTAL LAND UNITS 9.74  
DEED ACRES 9.74  
CALC ACRES 0.0

UPDATED 06/29/2011  
PRINTED 11/10/2011  
Page 1 of 5

IMPROV. TYPE	31	Educ/Religious	FLOOR FINISH	05	Vinyl Asbestos Tile
STORIES	1		INTER. FINISH	06	Masonry
1ST FLR HGT			PAINT/DECOR	03	Average
HGT FACTOR	1.00		HEAT & A/C	08	Heat & Cooling Pkg
FOUNDATION	03	Spread Footing	ROOMS	20	
FLOOR SYSTEM	01	Slab On Grade	PART.FACTOR	0.60	
EXTERIOR WALL	11	Common Brick	BEDROOMS	0	
PARTY WALL	00	None	PLUMBING	32	
FACTOR	1.00		BATH TILE	01	Floor Only
STRUCT. FRAME	05	Rigid Frame	ELECTRICAL	03	Average
ROOF FRAMING	05	Bar Joist/Rigid Frame	SHAPE	01	
ROOF COW/DECK	10	Built-Up Composition	QUALITY	01	Average
CAB/MILLWORK	03	Average			

BUILDING SKETCH (BUILDING # 1)



APPRaised VALUES

IMPROVEMENTS	3,886.1
LAND	310.2
TOTAL APPRAISAL	4,196.3
USE VALUE APR	
ASSESSMENT	
ASSESSED @	
APPROACH	MARKET

OVERRIDES

LAND IMPROVEMENTS REASON	0
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PRORATION

DATE	TYPE	% DAMAGE	FAC
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GREENBELT APPLICATION

NUMBER	YEAR	REVIEW NEEDED
		N

PARCEL DATA

DISTRICT	02	UTILITIES	WATER
MKT AREA	101		1
NH TREND	0		
ROAD TYPE	7	SEWER	
ROAD NO.			1
PLAN REG		ELECTRICIT	
WARD			1
CONGR DIST			
TOPO	1	GAS SOURC	
CONST CD			2
# IMP	5		
# MH	0	GAS TYPE	
INTEREST			
OTHER			
TRASH	2		
MISC	0		
CENSUS TRACT:			
LAND APR DATE:	8/11/1997	BY	0
REVIEW DATE:		BY	
FINAL REVIEW		BY	
DELETE NEXT YEAR	N		

117	100	83	97	1.00000	105.96	102.78	0	1965	1965
TOTAL POINTS	SHAPE FACTORS	SIZE	ADJ POINTS	BASE RATE FACTOR	BASE RATE	ADJ BASE RATE	DEPR YR	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT

BUILDING AREA DATA

AREA	% ADJ	ADJ	RE	SCIENCE	RE	REPLACEMENT
DESOR	RATE	BASE RATE	CAT	STORY	SECTORS	SECTORS
BAS	100	102.78	102.78		40,417	4,154,059
SPF	50	102.78	51.39		81	4,163
OPF	30	102.78	30.83		247	7,615
CAN	25	102.78	25.70		1,154	29,658
TOTAL AREAS	WTD AREA:	40,821	AUX:	1,482	BASE:	40,417

1	40	40	0	0	0	60	Y	4,195,495	2,517,297
RENTAL SRC	YEAR	AMOUNT	BCH	OCC	SOURCE	BLDG STATUS	DWLG UNITS	BLDG APR DATE	BY
	0	0		0	3		1	01/01/1996	03

EXTRA FEATURE DATA

1	SHED	S	300.00	1	0	0	0.00	100.00	300	1
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EXTRA FEATURE APR DATE BY  
XF VALUE (THIS PAGE) \$300

LAND USE CODE(S) ZONING

B2

BUILDING PERMIT(S)  
PERMIT NUMBER PERMIT DATE

LAND DATA

170	EXEMPT	0 X 0	100	100	100	100	100	100	9.74	100	31,850.00	31,850.00	310,219	0	0.00	0
									LAND VALUE FACTOR		1.00000	MARKET VALUE	310,219		USE VALUE	0

SALE DATA

OWNER	DATE	PRICE	ACRES	YR	YR
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NOTES  
REVIEWED 5-14-91 #12 NC; DANIEL AUTHUR REABILITATION CENTER; DANIEL AUTHUR; DANIEL AUTHUR

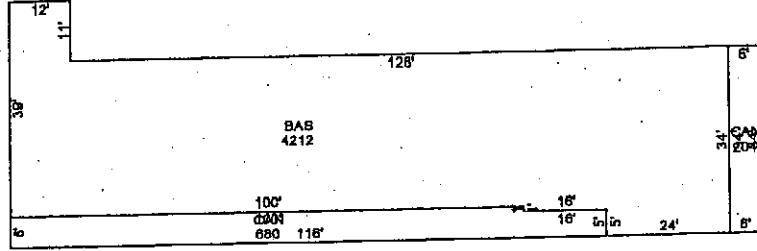
PROPERTY ADDRESS  
OWNERSHIP AND MAILING ADDRESS

ANDERSON CO BD EDUCATION  
SCHOOL  
724 EMORY VALLEY RD  
OAK RIDGE, TN 37830

SUBDIV. 2

ADDITIONAL DESCRIPTION  
DANIEL ARTHUR

BUILDING SKETCH (BUILDING # 2)



Sketch by Apex IV Windows™

EXTRA FEATURE APR DATE BY X# VALUE (THIS PAGE)

LAND USE CODE(S) 62 ZONING  
BUILDING PERMIT(S) PERMIT NUMBER PERMIT DATE

IMPROV. TYPE	31	Educ/Religious	FLOOR FINISH	05	Vinyl Asbestos Tile
STORIES	1		INTER. FINISH	06	Masonry
1ST FLR HGT			PAINT/DECOR	03	Average
HGT FACTOR	1.00		HEAT & A/C	08	Heat & Cooling Pkg
FOUNDATION	02	Continuous Footing	ROOMS	8	
FLOOR SYSTEM	01	Slab On Grade	PART.FACTOR	0.80	
EXTERIOR WALL	11	Common Brck	BEDROOMS	0	
PARTY WALL	00	None	PLUMBING	16	
FACTOR	1.00		BATH TILE	01	Floor Only
STRUCT. FRAME	05	Rigid Frame	ELECTRICAL	03	Average
ROOF FRAMING	05	Bar Joist/Rigid Frame	SHAPE	02	
ROOF COV/DECK	10	Built-Up Composition	QUALITY	01	Average
CAB/MILLWORK	03	Average			

127	100	96	122	1.00000	105.96	129.27	0	1965	1965
TOTAL POINTS	SHAPE FACTORS	SIZE	ADJ POINTS	BASE RATE FACTOR	BASE RATE	ADJ BASE RATE	DEPR YR	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT

BUILDING AREA DATA  
AREA OF FLOOR AREA OF ROOF AREA OF EXTERIOR WALL AREA OF INTERIOR WALL

BAS CAN	100	129.27	129.27	4,212	544,485
	25	129.27	32.32	884	28,571

TOTAL AREAS WTD AREA: 4,433 AUX: 884 BASE: 4,212

1	40	40	0	0	0	60	Y	573,056	343,834
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RENTAL SRC	YEAR	AMOUNT	SCH	OCC	SOURCE	BLDG STATUS	DWLG UNITS	BLDG APR DATE	BY
	0	0		0	3		1	01/01/1996	04

EXTRA FEATURES DATA  
DESCRIPTION PRICE UNIT QUANTITY

LAND DATA	IDENTIFIER	DIMENSIONS	ACRES	10	LAND VALUE FACTOR	1.00000	MARKET VALUE	USE VALUE
-----------	------------	------------	-------	----	-------------------	---------	--------------	-----------

SALE DATA  
OWNER PRICE PER ACRE DATE

NOTES  
REVIEWED 5-14-91 #12 NC; DANIEL AUTHUR REABILITATION CENTER; DANIEL AUTHUR; DANIEL AUTHUR.

APPRaised VALUES

IMPROVEMENTS	3,886
LAND	310
TOTAL APPRAISAL	4,196
USE VALUE APR ASSESSMENT	
ASSESSED @ APPROACH	MARK

OVERRIDES

LAND IMPROVEMENTS REV	0
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PRORATION

DATE	TYPE	% DAMAGE	F
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GREENBELT APPLICATION

NUMBER	YEAR	REVIEW NEEDED
		N

PARCEL DATA

DISTRICT	02	UTILITI WATER	1
MKT AREA	101		
NH TREND	0		
ROAD TYPE	7	SEWER	1
ROAD NO.			
PLAN REQ		ELECTRIC	1
WARD			
CONGR DIST			
TOPO	1		
CONST CD		GAS SOU	2
# IMP	5		
# MH	0	GAS TY	
INTEREST			
OTHER			
TRASH	2		
MISC	0		
CENSUS TRACT:			
LAND APR DATE:	8/11/1997	BY	
REVIEW DATE:		BY	
FINAL REVIEW		BY	
DELETE NEXT YEAR	N		

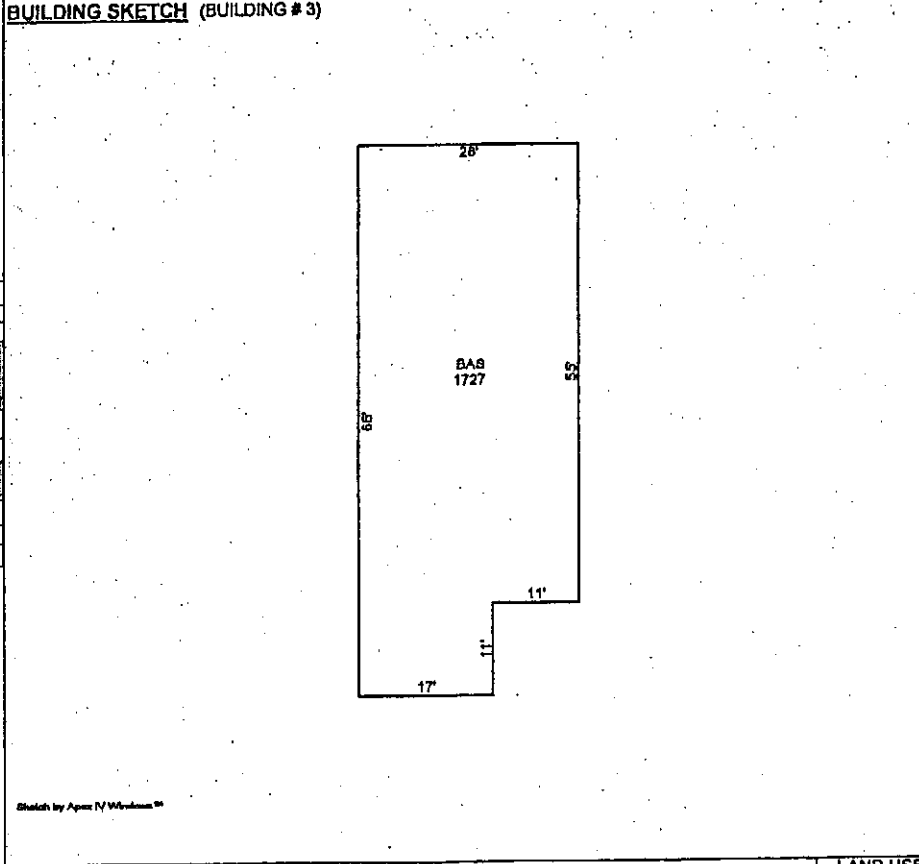
PROPERTY ADDRESS  
OWNERSHIP AND MAILING ADDRESS  
ANDERSON CO BD EDUCATION  
SCHOOL  
724 EMORY VALLEY RD  
OAK RIDGE, TN 37830

BK	PG	BL	LOT	TRACT
SUBDIV. 2				
ADDITIONAL DESCRIPTION	02 020CF 020CF52500 000			
DIMENSIONS	DANIEL ARTHUR			

COUNTY OF ANDERSON		MAP
CITY	549	OAK RIDGE
SSD1		
SSD2		
TOTAL LAND UNITS	9.74	
DEED ACRES	9.74	
CALC ACRES	0.0	

GROUP | C1 | AP | PARCEL | P1 |  
UPDATED 06/29/20  
PRINTED 11/10/20  
Page 3 of 5

IMPROV. TYPE	31	Educ/Religious	FLOOR FINISH	05	Vinyl Asbestos Tile
STORIES	1		INTER. FINISH	06	Masonry
1ST FLR HGT			PAINT/DECOR	03	Average
HGT FACTOR	1.00		HEAT & A/C	07	Heat & Cooling Split
FOUNDATION	02	Continuous Footing	ROOMS	8	
FLOOR SYSTEM	04	Wood W/ Sub Floor	PART.FACTOR	1.40	
EXTERIOR WALL	11	Common Brick	BEDROOMS	0	
PARTY WALL FACTOR	1.00		PLUMBING	10	
STRUCT. FRAME	00	None	BATH TILE	01	Floor Only
ROOF FRAMING	00	Flat	ELECTRICAL	03	Average
ROOF COV/DECK	10	Built-Up Composition	SHAPE	02	
CAB/MILLWORK	03	Average	QUALITY	01	Average



APPRaised VALUES

IMPROVEMENTS	3,886.1
LAND	310.2
TOTAL APPRAISAL	4,196.3
USE VALUE APR ASSESSMENT	
ASSESSED @ APPROACH	MARKET

OVERRIDES

LAND IMPROVEMENTS REAS	
0	0

PRORATION

DATE	TYPE	% DAMAGE	FAI
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GREENBELT APPLICATION

NUMBER	YEAR	REVIEW NEEDED
		N

PARCEL DATA	UTILITIES
DISTRICT 02	WATER
MKT AREA 101	1
NH TREND 0	
ROAD TYPE 7	SEWER
PLAN REG	1
WARD	
CONGR DIST	ELECTRICIT
TOPO 1	1
CONST CD	GAS SOURC
# IMP 5	2
# MH 0	GAS TYPE
INTEREST	
OTHER	
TRASH 2	
MISC 0	
CENSUS TRACT:	
LAND APR DATE:	8/11/1997 BY 0
REVIEW DATE:	BY
FINAL REVIEW	BY
DELETE NEXT YEAR	N

125	100	103	129	1.00000	105.96	136.69	0	1965	1965
TOTAL POINTS	SHAPE FACTORS	SIZE POINTS	ADJ ADJ	BASE RATE FACTOR	BASE RATE	ADJ BASE RATE	DEPR YR	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT

BUILDING AREA DATA

BAS	100	136.69	136.69	1,727	236,064
TOTAL AREAS	WTD AREA:	1,727	AUX:	0	BASE: 1,727
COND	FAGE	NO	BY	NO	NO
1	40	40	0	0	0
RENTAL SRC	YEAR	AMOUNT	SCH	OCC	SOURCE
	0	0		0	3

RENTAL SRC	YEAR	AMOUNT	SCH	OCC	SOURCE	BLOG STATUS	DWLG UNITS	BLDG APR DATE	BY
	0	0		0	3		1	01/01/1996	04

EXTRA FEATURES DATA

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EXTRA FEATURE APR DATE BY  
XF VALUE (THIS PAGE)

LAND USE CODE(S)	ZONING
62	
BUILDING PERMIT(S)	PERMIT DATE
PERMIT NUMBER	

LAND VALUE FACTOR	1.00000	MARKET VALUE	USE VALUE
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SALE DATA

DATE	PRICE	ACRES	YR
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NOTES  
REVIEWED 5-14-91 #12 NC; DANIEL AUTHUR REABILITATION CENTER; DANIEL AUTHUR; DANIEL AUTHUR

Exhibit 6

**Anderson County, Tennessee**  
**Board of Commissioners**  
**RESOLUTION 14-12-520**

**RESOLUTION TO ESTABLISH PROCEDURES AND PROTOCOL TO BE FOLLOWED FOR ENGAGEMENT OF OUTSIDE LEGAL REPRESENTATION FOR COUNTY OFFICIALS AND EMPLOYEES NOT COVERED BY THE COUNTY LAW DIRECTOR OR INSURANCE COUNSEL.**

**WHEREAS**, in an effort to maintain transparency and governmental compliance with established law, the Anderson County Legislative Body wishes to establish appropriate procedures and protocol for the submission and payment of outside legal counsel invoices for the legal representation of County Officials and employees where a direct conflict is established by sufficient evidence in writing that outside counsel is needed in order to avoid conflicts in legal interests with the County Law Director and approved insurance counsel.

**WHEREAS**, only those legal fees submitted in compliance with these resolutions and properly approved by County Commission shall be approved for payment by the Accounts and Budget.

**NOW THEREFORE, BE IT RESOLVED** by the Anderson County Legislative Body meeting in regular session this 15<sup>th</sup> day of December 2014 that we establish the following guidelines and procedures for the submission and payment of legal expenses for county officials and employees from county funds where the County Law Director or insurance counsel has declined representation or has a direct conflict in legal representation of the County Official or employee.

**Section 1.** All requests for legal expenses from outside counsel shall first be submitted in writing to the Commission Chair and the County Law Director. The Commission Chair and Law Director shall review the request and make recommendation for approval or disapproval to the entire County Commission.

**Section 2.** Only those requests that are approved by a majority of the membership of County Commission shall be paid from governmental funds.

**Section 3.** All requests for payment of outside legal expenses must be submitted and approved by the County Law Director to ensure compliance with applicable state law and local approval mandates prior to payment processing by the Accounts and Budget Department and County Trustee.

**Section 4.** In cases where the County Law Director has a stated conflict, or is named as a party or defendant, the County Law Director may recuse him or herself from the approval process and submit the invoice for outside legal representation directly to County Commission for approval.

**Section 5.** Emergency engagements of legal counsel due to time constraints may be presented in writing to the Commission Chair for consideration, in consultation with the Law Director. The Commission Chair may authorize temporary emergency legal counsel engagements if he or she believes the request is reasonable, timely filed, based on established law, and needed to satisfy legal time requirements. The request shall be submitted in writing to the County Commission at its next scheduled meeting for final approval.



**Section 6.** County officials and employees that engage outside legal representation without County Commission approval shall be responsible for all fees associated with personal legal representation related to the specific matter.

**Section 7.** County officials and employees utilizing approved insurance counsel or the County Law Director for legal representation shall not be required to comply with this Resolution, provided that insurance counsel or the County Law Director has approved, agreed to, and acknowledged such legal representation. Only those matters approved by County Commission and requiring outside legal representation and payment of associated legal fees from governmental funds shall be submitted and approved for payment.

**Section 8.** Legal fees shall only be paid from Budget Code 331 under the standardized Comptroller's Chart of Accounts. All Budget Codes must be properly established, approved and funded by County Commission prior to payment processing for outside legal counsel.

**Section 9.** Under no circumstances will outside legal invoices be approved for payment without proper compliance with this Resolution and subsequent County Commission approval.

**APPROVED, DULY PASSED AND EFFECTIVE** this 15th day of December 2014.

Robert McKamey, Chair, Anderson Co. Bd. of Comm.

Terry Hank, Anderson County Mayor

APPROVED:

Jeff Cole, Anderson County Clerk

**VETO**