

Agenda
Grainger County Commission Meeting
Monday March 13, 2023 @ 7:00PM

Meeting will be open to General Public

1. Call to Order
2. Invocation
3. Pledge to Flag
4. Roll Call
5. Approval of Agenda and Addendums if required
6. Approve minutes and corrections as required for February 13, 2023 meeting.
7. Election of Notaries:
8. Approval of Notary Bonds:
9. Elections:
 - A.
10. Reports, monthly, quarterly & annual:
 - A. Trustee - Monthly RDB report (included in packet).
 - B. Sheriff's Report-
 - C. Highway Department - Charlie McAnally would like to address the commission on Governor Lee's Transportation Modernization Act.
11. Committee/Director Reports:
 - A. Parks and Recreation (included in packet)
 - B. EMS Report (included in packet)
 - C. 911 Report (included in packet)
 - D. UT Extension Report (included in packet)
 - E. Audit Committee Report (included in packet)
12. Budget Amendments:
 - A. Election Commission- Amendment included in packet.
 - B. General Fund CDBG (Bean Station)- Amendment included in packet
 - C. Board of Education - Amendments included in packet.
 - D. Sheriff Department - Amendments included in packet.

13. Resolutions:

- A. Resolution 3.13.23A - Resolution authorizing Grainger County to apply for Visa card (not to exceed \$5,000) for travel. Citizens Bank and Trust to establish letter of credit.
- B. Resolution 3.13.23B - Resolution authorizing Grainger County to complete full application for Appalachian Regional Commission Grant for Grainger County Park improvements. Preliminary conceptual design and projected revenue plan included with resolution.

14. New Business:

- A. Consider and approve Violent Crime Intervention Fund (VCIF) grant in the amount of \$84,220. No match required.
- B. Stevie Williams would like to discuss the paving of Green Welch boat ramp parking facilities. TVA agreement and estimate for paving included in packet.
- C. Consider letter of support (resolution) to place Unincorporated signs on Hwy 131 in tribute to four communities, Powder Springs, Washburn, Punccheon Camp and Dotson's Campground.

15. Old Business:

- A. Resolution 3.13.23C - Resolution to offer Grainger County Legislative Body Insurance benefits.
- B. Approve County Road List-Provided last month
- C. Consider new proposed location for Mechanical Screening unit near Justice Center. Estimated O&M cost also included in packet.
- D. Discuss and approve Building Committee proposal for Courthouse window replacement and UT Extension roof. Window replacement estimate included in packet.

16. Misc.:

- A. Informational Only- Copy of License Agreement between Grainger County and State of Tennessee for Veterans Overlook. County Legislative Body previously approved on February 14, 2022.
- B. Information Only- Copy of Resolution 2.13.23D - Memorial Road Marker.
- C. Chamber of Commerce is selling Historic Tour Bus tickets for \$30.00 (lunch included). The bus will leave Blaine City Hall on May 25, 2023 at 8:30 AM and will return around 4:30 PM.

17. Next Commission Meeting: April 10, 2023 @ 7:00 PM

18. Adjournment

Dept Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commissions	Ending Balance
101 County General	-2,449,835.90	-12,302.45	-8,880,235.23	-1,275,085.85	7,089,184.90	292,026.69	138,475.02	-5,097,772.82
112 Courthouse Funds	-17,242.84	0.00	-767.42	0.00	0.00	0.00	7.67	-18,002.59
114 Gov Law Library	-7,757.57	0.00	-800.07	0.00	24.00	0.00	7.99	-8,525.65
116 Solid Waste	-204,597.15	-3,246.85	-830,802.27	-262,123.69	685,597.95	336.96	15,380.63	-599,454.42
122 Special Fund	-39,550.33	0.00	-4,084.29	0.00	0.00	0.00	40.86	-43,593.76
123 Parks & Recreation	-38,126.83	-454.93	-215,842.04	-80,000.00	143,008.99	1,389.89	3,390.86	-186,634.06
127 General Government Special Revenue	-3,749,590.89	0.00	0.00	0.00	293,041.76	1,176,200.00	0.00	-2,280,349.13
131 Highway	-2,808,475.87	-2,600.40	-2,386,673.13	0.00	1,961,913.51	0.00	27,620.63	-3,208,215.26
141 General Purpose Schools	-14,425,413.55	-1,244.18	-22,048,410.83	71,792.00	20,712,120.67	0.00	78,044.92	-15,613,110.97
142 Federal Projects	-1,294,709.99	-12,181.48	-2,588,077.08	0.00	3,096,900.33	0.00	0.00	-798,068.22
143 School Nutrition Program	-1,502,310.45	0.00	-1,314,932.80	0.00	1,671,303.48	0.00	0.00	-1,145,939.77
151 Debt Service	-2,596,284.55	-2,033.42	-2,020,791.91	-244,344.00	240,000.00	330,000.00	16,399.03	-4,277,054.85
351 City Of Rutledge	0.00	0.00	-224,036.03	0.00	221,795.65	0.00	2,240.38	0.00
352 City Of Blaine	0.00	0.00	-402,405.60	0.00	398,381.54	0.00	4,024.06	0.00

Summary Of Assets

	Beginning Balance	Ending Balance
11120 Cash On Hand	1,572.00	1,572.00
11130 Cash In Bank	5,206,656.26	6,363,231.52
11300 Investments	24,000,000.00	27,000,000.00
11400 LGC Credit Card Receivable	0.00	21,371.18
11410 Accounts Receivable	107.00	25,418.00
14310 Undistributed Warrants	0.00	546.00
	29,208,335.26	33,412,138.70

This Report is Submitted In Accordance With Requirements Of Section S-8-505, And/Or 67-5-1902, Tennessee Code Annotated, And to The Best Of My Knowledge And Belief Accurately Reflects Transactions Of This Office For The Year Ended February 2023.

Debra Spooone
(Signature)

03-01-2023
(Date)

Trustee
(Title)



GRAINGER COUNTY PARKS & RECREATION

Grainger County Commission:

The Grainger County Parks and Recreation Department would like to provide you with a department report covering through March 3, 2023.

2022/2023 Grainger County Parks & Recreation Basketball

With this being our largest year yet, practices wrapped up for every team on Friday, January 27, 2023 and the first day of regular season games were played on Saturday, January 28, 2023. All pre-season tournaments were a huge success!! Due to inclement weather our regular game schedule has been extended through Friday, March 17th.

A special thank you goes out to each Principal at Rutledge Elementary, Bean Station Elementary, Joppa Elementary, Rutledge Middle, and Washburn Schools for allowing us access to their gyms!!

2016 Grainger County LPRF Grant – Washburn Ballfield Project

We are very excited to inform you that TDEC processed the final reimbursement request on the remaining grant funds totaling \$62,500.00 on March 2, 2023. An exception was made for final approval due to ongoing issues with the contractor. This has been a long time coming.

The project construction was completed last March of 2021 and all organizations were able to have their softball/baseball seasons at the new facility.

Original Contract Amount:	\$893,000
Balance Remaining on Construction Contract:	\$133,466
Balance in Retainage Account (5% of total already pd):	\$38,147.79
Amount County Paid to Complete Fields (Jimmy Frye & Phil Bunch):	\$50,797.52
Balance of Funds Available upon Completion: (after Grainger County paid for completion)	\$82,668.48
Liquidated Damages Balance (61 Days):	\$30,500.00

Please feel free to contact my office with any questions or concerns at any time at 865-828-9900 or by email at graingerparksandrec1@frontier.com.

Sincerely,

Stacie Dufres,
Director



GRAINGER COUNTY EMERGENCY MEDICAL SERVICE

County Commission

INFORMATION FOR THE MONTH OF FEBRUARY

March 13, 2023

A. NUMBER OF CALLS (FEBRUARY)

➤ 231 including 127 transports (2/27/2023 – ESO)

UNIT	TRANSPORTS	TOTAL CALLS
Medic 1	48	74
Medic 2	39	80
Medic 3	10	23
Medic 4	30	54

B. REVENUE COLLECTED (FEBRUARY)

➤ \$87,341.23 (3/1/2023 – Trustee)

C. STAFFING

➤ Full-Time: 24

Part-Time: 16

Paramedic	Advanced EMT	EMT – Basic	EMSA
Full-Time 13	Full-Time 7	Full-Time 4	Full-Time 0
Part-Time 5	Part-Time 4	Part-Time 4	Part-Time 3

D. VEHICLES (FEBRUARY)

AMBULANCE: MILEAGE

(2/27/2023 – EmStat-Pro)

UNIT	ASSIGNMENT	MAKE	MODEL	MONTHLY MILEAGE	TOTAL MILEAGE
79	Reserve	Chevrolet	2014	2,151	335,593
80	Reserve	Chevrolet	2015	411	246,637
81	Rutledge	Chevrolet	2017	1,851	119,458
82	Blaine	Chevrolet	2019	3,032	120,266
83	Washburn	Chevrolet	2017	1,460	120,835
84	Bean Station	Ford	2021	2,899	117,687

Mardy Bowen, EMT-P
Director of EMS

Email: Mardy.Bowen@GraingerCountyTN.gov

Office: (865) 828-3582
Mobile: (865) 456-7812
Fax: (865) 828-3713

Grainger County Emergency Communications District – E911

Randy A. Holt, Director
270 Justice Center Drive, Suite 103
P.O. Box 560
Rutledge, Tennessee 37861
Phone - 865-828-3311 Fax - 865-828-6116
randy.holt@graingercountyttn.gov

Grainger County 911

911 calls answered in February 2023	719
Nonemergency calls answered in February 2023	<u>1,510</u>
Total calls	<u>2,229</u>

Total calls created for dispatch	1,641
Total departments dispatched	1,876 (# of times a department was placed on a call)
Domestic-related animal calls	29
Farm-related animal calls	9
Wild-related animal calls	3

32 new addresses were issued in **February 2023**.

25 new addresses were issued in **February 2022**.

59 new addresses have been issued in 2023.



UT Extension Impact on Grainger Co.

Grainger County 2022 Report

We provide education...

that produces solutions to societal, economic and environmental issues. We teach Tennesseans in the places they live, work and play through hundreds of programs. Our efforts are based on local needs, research and a commitment to improve the quality of life.

Helping Vegetable Producers Tomatoes are the #1 crop in Grainger County. They bring in \$10 million annually. Grainger has 650+ greenhouses and 475 acres devoted to tomatoes. Strawberries, onions, beans, peppers and many other crops are grown here as well. Extension helps producers make the right decisions about varieties, fertilizing, disease control, insect control, and marketing.



Vegetable

- Producer Grants FY 21-22: **8** producers received **\$58,702.00** for vegetable production, and marketing.
- **14** fruit and vegetable producers implemented best management practices including site selection and development, variety/rootstock selection, pest/disease/weed identification, effective pesticide use, soil/plant tissue testing, research-based fertilization, and proper post-harvest handling resulting in improved profitability with an economic impact of **\$91,000.00**
- **12** new greenhouses built, resulting in **\$30,000.00** increase profit.
- **6** fruit and vegetable producers adopted good agricultural practices (GAPs) on 180 acres to improve food safety and enhance marketing opportunities.

Tomato Festival Impact

- Average dollars exchanged hands at tomato festival equaling **\$375,000 to local economy.**
- High attendance of Tomato Festival **14,000 people.**
- Sales tax captured for local government due to Tomato Festival equaling **\$12,000**
- Over **3 Million Indirect Contacts** promoting Tomato Festival, Great Tasting Grainger County Tomatoes and the county.

Total Economic Value for Extension Program:

Returns to producers	= \$121,000
Grant dollars to producers	= \$ 58,702
Local economy increase	= <u>\$387,000</u>
Grand Total Vegetable Program	= \$566,702



I wanted to take a moment today to introduce myself as the new Family and Consumer Sciences agent in Grainger County! My name is Jacklyn Blair and I might be a familiar face to some, as I have been a resident of Grainger County my entire life. I have a 10+ year background in the mental health field, providing counseling services to children, youth, adults and families in individual, in-home and group settings.

I am happy to bring my educational and career experience to UT Extension in Grainger County. I am excited to announce that July 1, 2022 was my first day. I have spent time during 2022 working on identifying the needs of the county, networking and participating in in-service trainings and conferences that I have thoroughly enjoyed. I can't express how excited I am to be a part of UT Extension and how blessed I am to be a part of Extension in my own county.



2022 programs:

Advisory Board meeting

- I hosted a group to discuss the needs in Grainger County and the most effective ways to meet those needs.

FCE meetings

- I was present at both the Rutledge and Lakeview Clubs to introduce myself, familiarize myself with the members and how the club works while also providing information on health, safety and upcoming programs.

FCS Skillathon

- The senior high team won 3rd place at the regional contest and was able to advance to the state contest.
- We had an 8th and 10th highest scoring individual at the region contest.
- At the state contest, the senior high team placed 5th overall.

2023 program plans:

- Monthly Co-Parenting Classes
- Matter of Balance
- Living Well with Chronic Conditions
- Take Charge of Diabetes
- Food Preservation / Food Safety

On My Own

- On My Own money simulation was conducted in the Personal Finance senior class at Grainger High School.
- 94% reported that they learned how either their education, occupation or family can affect their lifestyle or how payroll deductions are taken from gross pay.
- 79% of surveys completed from high school seniors reported that they feel more strongly that they need to pay attention to their financial future.

Head Start

- 23 parents were educated on healthy eating habits and ways to decrease picky eating in their children.
- Over 50 parents were provided with resources on educational programs being offered at UT Extension.

- Farm Family Health and Wellness
- Chair Yoga
- On My Own
- FCS Skillathon
- Pressure canner lid testing

Contact Us

Our office is located at 460 Water Street in Rutledge (beside Rutledge Primary School). Office hours are 8 a.m. to 5 p.m. weekdays. Contact us at (865)-828-3411 or at any of the below e-mail addresses.
The Grainger County UT Extension web site is located at <https://grainger.tennessee.edu/>

Anthony Carver, Extension Agent
& County Director
Agriculture and Natural Resources
bcarver4@utk.edu

Haley Webb, Extension Agent
4-H Youth Development
hwebb6@utk.edu

Jacklyn Blair, Extension Agent
Family Consumer Science
jblair32@utk.edu

Hannah White, Administrative Assistant
hwhite27@utk.edu

Reaching Grainger County		
Method	Number of methods	Contacts Reached
Meetings/ Demonstrations	331	7,944
Personal Contacts	2,561	9,645
Digital Contacts	175	90,008
On-site Visits	204	1,928
Mass Media	75	3,786,400
Extension Volunteers		
Volunteer's Hours	955 = \$24,849.10 Value	

Audit Committee Minutes

2.13.22

Members Present: James Acuff, Luke Stratton and Tina Davis.

Members Absent: Scott Wynn

Co-Chair- Tina Davis called meeting to order.

Committee members discussed revenue, expense and fund balance per 2021-2022 audit

Committee members discussed findings and corrective action plans for fiscal year ending 2021-2022.

Findings were noted in Office of County Mayor, office of Director of Schools, Office of Sheriff.

Mayor:

Finding 2022-001- Page 196 – The Sports and Recreation fund had a fund deficit on June 30, 2022. This deficit resulted from the recognition of a liability of \$140,856 associated with a ballfield construction contract. The contractor and county are currently in litigation to determine responsibility for the unfinished project. The recognition for the liability resulted in expenditures exceeding available funds.

Management Response – I concur with the finding. The contractor did submit payment application totaling \$140,856 after the county declared contractor default on the ballfield construction contract.

Corrective Action plan: We are in the process of completing a grant replacement contract for the remaining funds held by the state. Once the contract is executed and the remaining funds are released, the fund deficit will be corrected.

Director of Schools:

Finding 2022-02 Page -196 – Deficiencies were noted in payments made to bus drivers.

- A. At least five full-time maintenance employees, received compensation for driving a bus while simultaneously receiving compensation for regular duties.
- B. These employees also received an \$8000 bonus for driving buses in addition to regular compensation and additional compensation as substitute bus drivers. No documentation was found where bonus payments were approved by School Board.

Management Response: We concur with these findings.

Item A. The board will implement policies and procedures to ensure employees do not simultaneously receive compensation for driving a bus and performing their regular duties.

Item B. Salary schedules and compensation for all employees, including employees who currently drive bus routes in addition to their primary, regular employment duties, were approved at a special call School Board meeting on July 26, 2022. Any changes in compensation will be approved by the Board before becoming effective.

Corrective Action Plan:

The board will implement policies and procedures to ensure employees do not simultaneously receive compensation for driving a bus and performing their regular duties. The policies and procedures will be prepared in consultation with the Board's Legal Counsel.

Salary schedules and compensation for all employees, including employees who currently drive bus routes in addition to their primary, regular employment duties, were approved at a special call School

Board meeting on July 26, 2022. Any changes in compensation will be approved by the Board before becoming effective.

Finding 2022-003 Page 197 – Purchase Orders were not issued properly in some instances.

Purchase orders were issued after invoice dates in four of 23 applicable purchases (sample size of 36 disbursements)

Management Response: We concur with these findings.

To ensure that all Grainger County Board of Education personnel recognize the importance of the timely completion of purchase orders prior to invoice dates, the board will implement the following revised policy 2.808. Purchase Orders and Contracts to now include the following additional provision:

Purchase orders must be issued prior to a purchase. The person pulling the purchase order must note his/her name and from whom the product is being purchased when the request for a purchase order is made. All other necessary items must be completed and returned to the necessary personnel prior to the purchase being made. The board reserves the right to decline reimbursement should a purchase be made prior to issuance of a purchase order.

Corrective Action Plan:

Revised Board Policy 2.808 - Purchase orders must be issued prior to a purchase. The person pulling the purchase order must note his/her name and from whom the product is being purchased when the request for a purchase order is made. All other necessary items must be completed and returned to the necessary personnel prior to the purchase being made. The board reserves the right to decline reimbursement should a purchase be made prior to issuance of a purchase order. The Board will also require all personnel with

purchasing authority to be trained on the proper procedure for requesting and completing a purchase order.

Sheriff:

Finding 2022-04 Page -198 – The Sheriff's office did not file State prisoner board bills for reimbursement timely.

Management Response: We concur with the with the finding:

Due to personnel shortages certain paperwork and filings were neglected and were only being done as time permitted. For the period in question, Grainger County's approved budget was only \$150,000 as estimated revenue for State Prisoner Board. During this period a total of \$209,430 was received, resulting in an excess revenue of \$59,430. The finding did not result in a revenue deficit for this period. Budgeted revenue was exceeded during the period.

Auditor's rebuttal:

While the budgeted revenue amount was met and exceeded, the point is that the failure of the sheriff's department staff to file the reimbursement requests for housing state inmates resulted in the county not receiving \$71,300 timely. These funds could have been earning interest; thereby decreasing the burden on the taxpayers of Grainger County.

Corrective Action Plan:

We concur with the finding and our planned corrective action is to process and submit the State Prisoner Board Bills for reimbursement within a timely manner.

Finding 2022-05 Page -199 – The Sheriff did not obtain a letter of agreement of court decree to authorize deputy hires.

We concur with the finding. In December 2021, Grainger County Commission appropriated for one dollar (\$1.00) an hour raises for each

employee. The sheriff's department budget, which was adopted by Grainger County Commission on August 8, 2022, included compensation totaling \$1,978,156. The approved budget for 2022-23 does not include sufficient funding in the employee compensation line items. Legal representation did not have time to prepare litigation before the deadline in filing, which is 30 days according to the statute. The total amount included in the projected employee compensation totaled approximately \$125,000.

Corrective Action plan:

We concur with this finding and our planned corrective action is to process and sign the letter of agreement if the agreement and funding is appropriate. If funding is not appropriate salary suit will be filed. Legal representation has been retained for next year's compensation agreement and funding request.

Upon a motion by James Acuff and seconded by Luke Stratton the committee voted to continue with the comptroller's fraud reporting process for employees, taxpayers, or other citizens may confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions of T.C.A. 9-3-406.

The comptroller's hotline is 800-232-5454. Fraudulent activities can also be reported at <https://www.comptroller.tn.gov/office-functions/investigations/fraud-waste-and-abuse.html>

Upon a motion by James Acuff and seconded by Luke Stratton the meeting was adjourned.



Tina Davis
Audit Committee Co-Chair

Grainger County Election Commission

P.O. Box 28

Rutledge, TN 37861

(865) 828-5132

Fax (865) 828-6161

E-mail: Grainger.Commission@tn.gov

Web: graingervotes.com

Ronnie Cabbage, Chairman
Kathy Dunsmore, Secretary
Terry Johnson, Member
Tina Morrow, Member
Brett Powers, Member

Gina Hipsher
Administrator of Elections

TO: Grainger County Mayor & Commissioners

DATE: February 27, 2023

RE: Budget Amendment

TO	Amount	FROM
101-51500-332 (Legal Notices)	\$2730.00	101-44170 (Misc. Refunds)
101-51500-336 (Maint. & Repair Equipment)	\$1349.79	*Reimbursement money received from the City Elections – Nov. 2022

*TOTAL amount received in reimbursement from the Cities was \$4079.79.

Sincerely,

Gina C. Hipsher

Gina Hipsher

Administrator of Elections

BUDGET AMENDMENT REQUESTS FOR THE
GENERAL FUND

Please consider the following budget amendments for the CDBG Water Line Grant:

CDBG WATERLINE GRANT

DEBIT	CREDIT
47180-COMMUNITY DEVELOPMENT \$484,376.00	101-58190-791-WATER \$545,867.00
44570-CONTRIBUTIONS \$61,491.00	

Department of Education

Grainger County

P.O. Box 38
7850 Rutledge Pike
Rutledge, Tennessee 37861
Phone 865/828-3611 Fax 865/828-4357
Mark Briscoe, Director

March 1, 2023

Mike Byrd
Grainger County Mayor
P.O. Box 126
Rutledge, TN 37861

Mayor Byrd:

I am providing seventeen (17) copies of budget amendments for approval. This will provide your office two additional copies as well as one for each of the commissioners. These amendments were approved at the February 21, 2023 School Board meeting.

I request for amendments to be considered for approval at the March 13, 2023 meeting of the Grainger County Commission. If you or any of the members of the County Commission need additional information, contact me at 865-828-3611.

Respectfully,



Mark Briscoe
Director

Teach. Learn. Succeed.

Grainger County Schools prohibit discrimination in all its programs and activities on the basis of race, color, national origin, sex, disability, or age

**GENERAL PURPOSE SCHOOL
BUDGET AMENDMENTS
February 21, 2023**

		Decrease/Revenue/DB	Increase/CR
REGULAR INSTRUCTION PROGRAM - AMEND IN - NEW MONEY WSCC			
71100-189	Other Salaries & Wages	-	4,680.00
71100-201	Social Security		290.16
71100-212	Medicare	-	67.86
71100-204	State Retirement	-	406.70
44170	Miscellaneous Refunds	5,444.72	-
Total		\$ 5,444.72	\$ 5,444.72

		Decrease/Revenue/DB	Increase/CR
SPECIAL EDUCATION PROGRAM - AMEND IN - NEW MONEY - HIGH COST			
71200-312	Contracts with Private Agencies	-	10,257.04
71200-499	Other Supplies and Materials		4,000.00
72220-790	Other Equipment	-	4,000.00
47143	Special Ed-Grants To State	18,257.04	-
		-	-
Total		\$ 18,257.04	\$ 18,257.04

		Decrease/Revenue/DB	Increase/CR
HEALTH SERVICES - AMEND IN - NEW MONEY			
72120-499-YOUT	Other Supplies & Materials	-	750.00
44990	Other Local Revenues-Youth Risk	750.00	-
Total	Behavior Survey	\$ 750.00	\$ 750.00

		Decrease/Revenue/DB	Increase/CR
MAINTENANCE OF PLANT - AMEND IN - NEW INSURANCE MONEY			
72620-335	Maintenance & Repair Servies	-	10,056.97
72620-335-R2223	Maintenance & Repair Servies/Reserve	-	23,079.79
72620-599	Other Charges	-	5,320.00
44170	Miscellaneous Refunds	38,456.76	-
Total		\$ 38,456.76	\$ 38,456.76

		Decrease/Revenue/DB	Increase/CR
MAINTENANCE OF PLANT- AMEND IN - NEW INSURANCE MONEY			
72620-335-R2223	Maintenance & Repair Services/Reserves		5,800.00
44170	Miscellaneous Refunds	5,800.00	
Total		\$ 5,800.00	\$ 5,800.00

Decrease/Revenue/DB

Increase/CR

TRANSPORTATION - AMEND IN - NEW INSURANCE MONEY

72710-338	Maintenance & Repair Services	-	1,980.63
44170	Miscellaneous Refunds	1,980.63	-
Total		\$ 1,980.63	\$ 1,980.63

Decrease/Revenue/DB

Increase/CR

CAREER & TECHNICAL EDUCATION - INNOVATIVE SCHOOL MODELS

71300-116-ISM		-	35,750.00
71300-123-ISM			29,062.50
71300-189-ISM			18,000.00
71300-201-ISM			5,134.38
71300-204-ISM			7,196.42
71300-206-ISM			30.00
71300-207-ISM			8,992.20
71300-212-ISM			1,200.80
71300-429-ISM		-	53,731.97
71300-471-ISM			11,199.40
71300-524-ISM			4,000.00
71300-599-ISM			1,427,781.99
71300-730-ISM			165,307.61
72230-790-ISM			25,563.73
72710-399-ISM			4,500.00
72710-425-ISM			6,000.00
72710-729-ISM			162,000.00
76100-399-ISM		-	21,436.00
76100-790-ISM		-	13,113.00
46590	Grants from State-ISM	2,000,000.00	-
Total		\$ 2,000,000.00	\$ 2,000,000.00

**FEDERAL PROGRAMS
BUDGET AMENDMENTS
February 21, 2023**

		Decrease/Revenue/DB	Increase/CR
SPECIAL EDUCATION PROGRAM - AMEND IN - NEW MONEY - FINAL ALLOCATION			
901-71200-163	Educational Assistants		7,500.00
901-71200-189	Other Salaries & Wages	-	2,500.00
901-71200-201	Social Security		620.00
901-71200-204	State Retirement		1,030.00
901-71200-207	Medical Insurance		20,000.00
901-71200-212	Employer Medicare	-	160.00
901-71200-369	Contracts for Sub Teachers-Cert		2,000.00
901-71200-370	Contracts for Sub Teachers-Non Cert		8,000.00
901-71200-499	Other Supplies & Materials	-	2,500.00
901-71200-599	Other Charges	5,000.00	-
901-71200-725	Special Education Equipment	5,819.00	
901-72220-524	Inservice/Staff Development		10,848.36
901-72220-599	Other Charges		1,000.00
901-72220-790	Special Education Equipment		2,890.64
901-47143	IDEA Grants	48,230.00	
Total		\$ 59,049.00	\$ 59,049.00

		Decrease/Revenue/DB	Increase/CR
SPECIAL EDUCATION PROGRAM - AMEND IN - NEW MONEY - FINAL ALLOCATION			
912-71200-429	Instructional Supplies		886.00
912-47145	IDEA Preschool Grants	886.00	
Total		\$ 886.00	\$ 886.00

		Decrease/Revenue/DB	Increase/CR
ESSER 2 - AMENDMENT			
932-71100-116	Teachers	30,339.00	-
932-71100-189	Other Salaries & Wages	-	1,000.00
932-71100-207	Medical Insurance		15,341.00
932-72130-201	Social Security	-	5,857.00
932-72130-204	State Retirement		6,165.00
932-72130-207	Medical Insurance	-	606.00
932-72130-212	Employer Medicare		1,370.00
Total		\$ 30,339.00	\$ 30,339.00

Grainger County Sheriff's Dept

Budget Amendments

(March 2023)

- 1) In the February meeting a budget amendment was approved**

It should have stated the following:

From 101-34525-ARP -----\$73,366.49

To 101-64000-160 (Guards) -----\$6,000.00

To 101-54110-106 (Deputies) -----\$4,000.00 ***This line item was wrong*******

To 101-54110-108 (Inv) -----\$5,000.00

To 101-54110-115 (Sergeants) -----\$25,000.00

To 101-54110-170 (SRO) -----\$37,366.49

- 2) From Revenue 101-49700 -----\$12,636.57**

To 101-54110-718 (Vehicles) -----\$12,636.57

- 3) From Revenue 101-47590 -----\$8,655.65**

To 101-54210-499 (Other supplies) -----\$8,655.65

- 4) From 101-54210-186 (Longivity)-----\$2,450.00**

To 101-54110-161 (Secretaries)-----\$2,450.00

- 5) From 101-54110-186 (Longivity)-----\$2,700.00**

To 101-54110-161 (Secretaries)-----\$2,700.00

- 6) From 127-47901 ----- \$143,478.20**

To 127-99100-590 ----- \$143,478.20

From 101-49800 ----- \$143,478.20

To 101-54110-718 ----- \$143,478.20

RESOLUTION TO OBTAIN VISA ACCOMMODATIONS - 3.13.23A

WHEREAS, this county government, _____, desires to obtain financial accommodations from CITIZENS NATIONAL BANK (hereinafter called ISSUER) or other reference thereto by the officers and agents of this county government; and

WHEREAS, this county government intends to authorize its officers and agents to use such accounts for and in connection with county government business; and

WHEREAS, ISSUER will not extend such accommodations unless this county government agrees to assume sole responsibility for the use of Visa cards complying with all the provisions herein; and to pay ISSUER for all indebtedness incurred by the use of such accounts, whether or not such indebtedness was authorized by this county government; and

NOW, THEREFORE, be it resolved that this county government apply to ISSUER for such accounts and the issuance of a sufficient number of VISA cards as, in the judgement of the officer or officers hereinafter authorized, this county government may require;

RESOLVED FURTHER, that _____, the _____ or _____, the _____ of this county government be and they hereby are authorized, directed, and empowered, in the name of this county government to apply to ISSUER for the opening of such accounts and to execute such application forms and agreements to pay all indebtedness incurred by use of such accounts, whether authorized or unauthorized, as ISSUER may require.

RESOLVED FURTHER, that ISSUER is authorized to act upon this resolution until written notice of its revocation is delivered to ISSUER, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers herein named.

I, _____, the _____ of _____, a county government, under the laws of the State of Tennessee, do hereby certify that the foregoing is a full, true and correct copy of a resolution of said county government, duly and regularly passed and adopted at a meeting of the County Commissioners of said county government which was duly and regularly called and held in all respects as required by law, on the _____ day of _____, _____, at which meeting a majority of the County Commissioners of said county government was present and voted in favor of said resolution.

I further certify that said resolution is still in full force and effect and has not been amended or revoked and that the specimen signatures on reverse side are the signatures of the officers authorized to sign for this county government by virtue of this resolution, and /or the signatures of the individuals to whom Visa card (s) have been or will be issued by the county government under this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as such _____, and affixed the county government seal, this _____ day of _____, _____.

By: _____

Its: _____

Business Loan Application

Date: 1/24/23 Notice To Applicant: If you are married you may apply for a separate account.
☐ The applicants intend to apply for Joint Credit. Please Initial:

Loan Amount: 5000 Purpose: Establish letter of credit #259

Collateral Description: unsecured

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal Law Requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Applicant: Grainger County
 Street Address: PO Box 126
 City, State, Zip Code: Rutledge TN 37861
 Tax ID or SSN:
 Date of Birth:
 Phone:

Co-Applicant:
 Street Address:
 City, State, Zip Code:
 Tax ID or SSN:
 Date of Birth:
 Phone:

Assets

	Value
Cash on Hand & in Banks (From Schedule 1)	\$
U.S. Government Bonds	\$
Notes Receivable	\$
Accounts Receivable	\$
Inventory on Hand	\$
Farm Products on Hand	\$
Livestock on Hand	\$
Real Estate - Homestead (From Schedule 2)	\$
Other Real Estate Owned (From Schedule 2)	\$
Farm Equipment/Machinery	\$
Eqpmt & Other Bus. Assets	\$
IRA's, Keoghs & Other	\$
Automobiles, ETC.	\$
Other Assets	\$
Other Assets	\$
Other Assets	\$
Other Assets	\$

Total Assets

\$

Liabilities

Payable To:	Monthly Pmt	Balance
Notes Owed Other Than Real Estate	\$	\$
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$
6)	\$	\$
Home or Other Real Estate Mortgages Owed	\$	\$
1)	\$	\$
2)	\$	\$
Total Credit Cards or Other Accounts	\$	\$
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$
Federal Income Taxes Owed	\$	\$

Total Payments / Liabilities

\$

Net Worth (Total Assets less Total Liabilities)

\$

Total Liabilities Plus Net Worth

\$

Sources of Cash	Last Year	This Year	Next Year	Uses of Cash	This Year	Next Year
	20__	20__	20__		20__	20__
Recurring				Total of Payments Multiplied by 12 Months	\$	\$
Salary & Wages	\$	\$	\$	Annual Rental Expenses	\$	\$
Commissions, Bonus, ETC.	\$	\$	\$	Other Annual Business Expenses	\$	\$
Interest & Dividends	\$	\$	\$	Other	\$	\$
Rental Income	\$	\$	\$	Total Cash Uses	\$	\$
Other Business Income	\$	\$	\$	Net Cash Flow	\$	\$
Total Cash Sources	\$	\$	\$			

RESOLUTION NO. 3.13.23B

GRAINGER COUNTY, TENNESSEE

WHEREAS, Grainger County is in need of Park Improvements; and

WHEREAS, Grainger County, acting by and through its County Commission, proposes to apply for Appalachian Regional Commission (ARC) funds for the purpose of Park Improvements; and

WHEREAS, Grainger County will provide local financial support in conjunction with the ARC funds to complete the above project(s); and

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Grainger County as follows:

THAT, Mike Byrd, County Mayor, is hereby authorized to execute and submit an application with appropriate assurances to the Appalachian Regional Commission requesting funds in an amount not to exceed \$980,000.00 for a park improvement project; and

THAT, Grainger County will be responsible for the required local cash match totaling \$420,000.00 for a total project cost of \$1,400,000.00; and

THAT, Mike Byrd, County Mayor, be and is hereby designated and appointed as Financial Officer to perform on behalf of Grainger County, those acts and assume such duties as are consistent with said position.

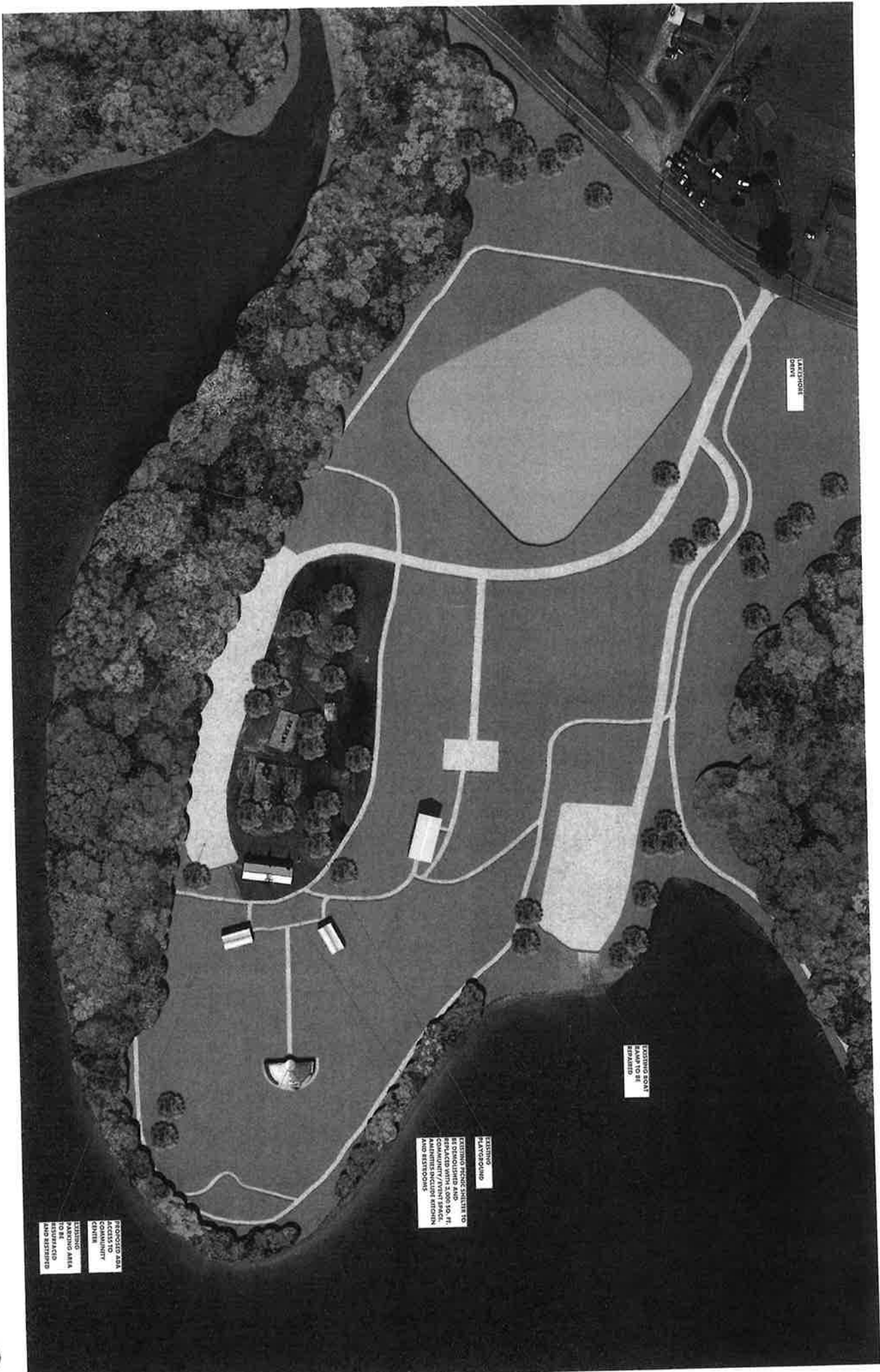
READ AND ADOPTED this the _____ day of _____, 2023.

GRAINGER COUNTY

ATTEST:

Grainger County Park - Improvements

WHAT + HOW + WHO	WHAT do we do?	Grainger County has received a grant in the amount of 1.4M to perform necessary improvements to Grainger County Park.
	HOW do we do it?	If approved this grant money would be used to bring the Park up to ADA Requirements, replace deteriorating large pavilion with all-weather pavilion which will include a kitchenette and restrooms, resurfacing and striping the upper pavilion parking area, adding an amphitheater or open-air stage, as well as existing boat ramp repairs and the extension and resurfacing of the boat ramp parking area.
	WHO do we serve?	Grainger County Park serves the needs of all ages from toddlers who enjoy the play area, families, churches, school groups, clubs who utilize the park for events and residents and visitors of all ages who use the walking trail
WHY	DEFINE CUSTOMER PROBLEM	Today, there is really no option to secure a facility within Grainger for events such as Family Reunions, Baby & Bridal Showers, Weddings and Receptions, Corporate Events and the list goes on.
	DEFINE SOLUTION PROVIDED	This grant will provide financial ability to construct a new pavilion that will generate a revenue stream and a return on the investment. Not only that but with other improvements that are required, it will bring the park up to ADA Standards and provide an area that every generation can benefit from an enjoy.
REVENUE	PRICING + BILLING STRATEGIES	Pricing/billing will be managed by Parks & Rec and will be at a daily or weekend rate depending on the rental agreement. There will be a surcharge for weekend rental.
		Parks and Rec Board will complete a study to determine the daily rate as well as the weekend rate.
		At a minimum the recommended daily rate would be \$200; weekend rate (48-hour usage) would likely begin at \$2,000. This could be more depending on the pleasure of the P&R Board.
MARKETING	INCOME STREAMS	Total rental revenue for Grainger County Park rentals during FY 2021-2022 were \$3,899.00. We now can increase that dramatically with the proposed improvements and projected revenue for year one around \$50,000 or more
	CUSTOMER REACH STRATEGY	Our customer reach is very large, Grainger County population has exceeded 20,000 and taking into consideration tourism continues to increase we are confident that we can share the availability through many marketing channels that are no cost or low cost. Our best marketing outreach is word of mouth followed by newspaper ads, social media (Facebook, Instagram, etc.) and involving our corporate partners
COMPETITION	TOP COMPETITORS	The Carriage House, Cedar Pond Farms, Historic Arrow Hill Event Center, Stanley Stables
	OUR COMPETITIVE ADVANTAGE	Currently there are no other venues located in Grainger County that can be utilized for weddings, receptions, or other large events. Spout Springs Estates Winery and Vineyard just recently stopped allowing use of their facilities as a wedding venue. Grainger County residents are now having to secure venues with Jefferson, Hamblen, Knox, and other surrounding Counties.
METRICS	SUCCESS MILESTONE MARKER 1	Success will be measured using the number of rentals over a one-year period.
	SUCCESS MILESTONE MARKER 2	Increase in park usage over the first 12 months.



EXISTING ROAD
DRIVE

EXISTING ROAD
DRIVE

EXISTING
BUILDING
TO BE
REMOVED
AND
REPLACED
WITH
A
NEW
BUILDING
TO
BE
USED
AS
A
COMMUNITY
CENTER
AND
RESTROOMS

PROPOSED AREA
ACCESS TO
COMMUNITY
CENTER
AND
RESTROOMS
PARKING AREA
RESTROOMS
AND RESTROOMS





February 28, 2023

Dear Applicant:

On behalf of the Department of Finance & Administration and the Office of Criminal Justice Programs, this message serves as your **provisional** funding approval for the FY 2023 Violent Crime Intervention Fund Formula Grant Program.

This means that your application has been scored and approved for funding. Congratulations! OCJP staff will now work with your agency to produce a contract for execution.

Thank you for your interest in the Violent Crime Intervention Fund program! We look forward to working with you!

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman
Director

LAND USE PERMIT

TVA hereby grants to **GRAINGER COUNTY, TENNESSEE,**
A license to use the land outlined in red on the attached map for the sole
purpose of **public recreation use in the development of lake access to**
Norris Reservoir.

This license, which shall not be assignable without the prior written consent
of TVA, is effective February 19 , 1981, and shall continue until cancelled
by either party on giving 30 days' written notice to the other.

Licensee shall not be charged for use of the property.

In carrying out any program or activity utilizing the property described in
this license, Licensee shall comply with the requirements of Title VI of the
Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and
the Age Discrimination Act of 1975, and TVA regulations thereunder issued at
18 C.F.R. parts 1302, 1307, and 1309, the provisions of which, and all future
amendments of such statutes and regulations, are incorporated by reference as
part of this agreement. In carrying out its obligations under this section,
Licensee shall comply with the provisions of Attachment A, which are an integral
part of this agreement. Licensee shall make the information set out in
Attachment A available in a form accessible to persons who do not understand
written English, including the visually impaired, in a manner to be determined
by Licensee and TVA.

Licensee's use of the property shall be in conformance with all applicable laws
and governmental regulations, and with such terms and conditions as TVA may
prescribe in writing with reference to (1) the disposal of refuse, sewage,
trash, garbage, and other liquid or solid wastes, and (2) maintenance of
TVA-approved structures and facilities on the property.

Licensee shall secure TVA's advance approval, in writing, before constructing
or placing any structures or facilities on the property, and, except as an
incident to routine maintenance, before altering the property.

TVA makes no representations or warranties concerning the property or as to
any means of access, and all use of the premises and any access shall be at
the Licensee's sole risk. Licensee shall save the United States of America
and TVA harmless from any and all liability resulting from or in any way
connected with the condition of, or Licensee's use of, the property and access
thereto, and from any expense incurred in defending claims and actions by
third persons for damages arising from such condition or use, unless such
liability and expense arises solely from the negligence of the United States
of America and/or TVA.

No member of or delegate to Congress or Resident Commissioner of the United States shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but nothing herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

Accepted:

TENNESSEE VALLEY AUTHORITY

GRAINGER COUNTY, TENNESSEE

Licensee

By: Norman Acuff
Norman Acuff
Judge of the Court
of Grainger County, Tennessee

By: Lowell C. Whitley
Manager of Properties

Eastern District District
Division of Land and Forest Resources

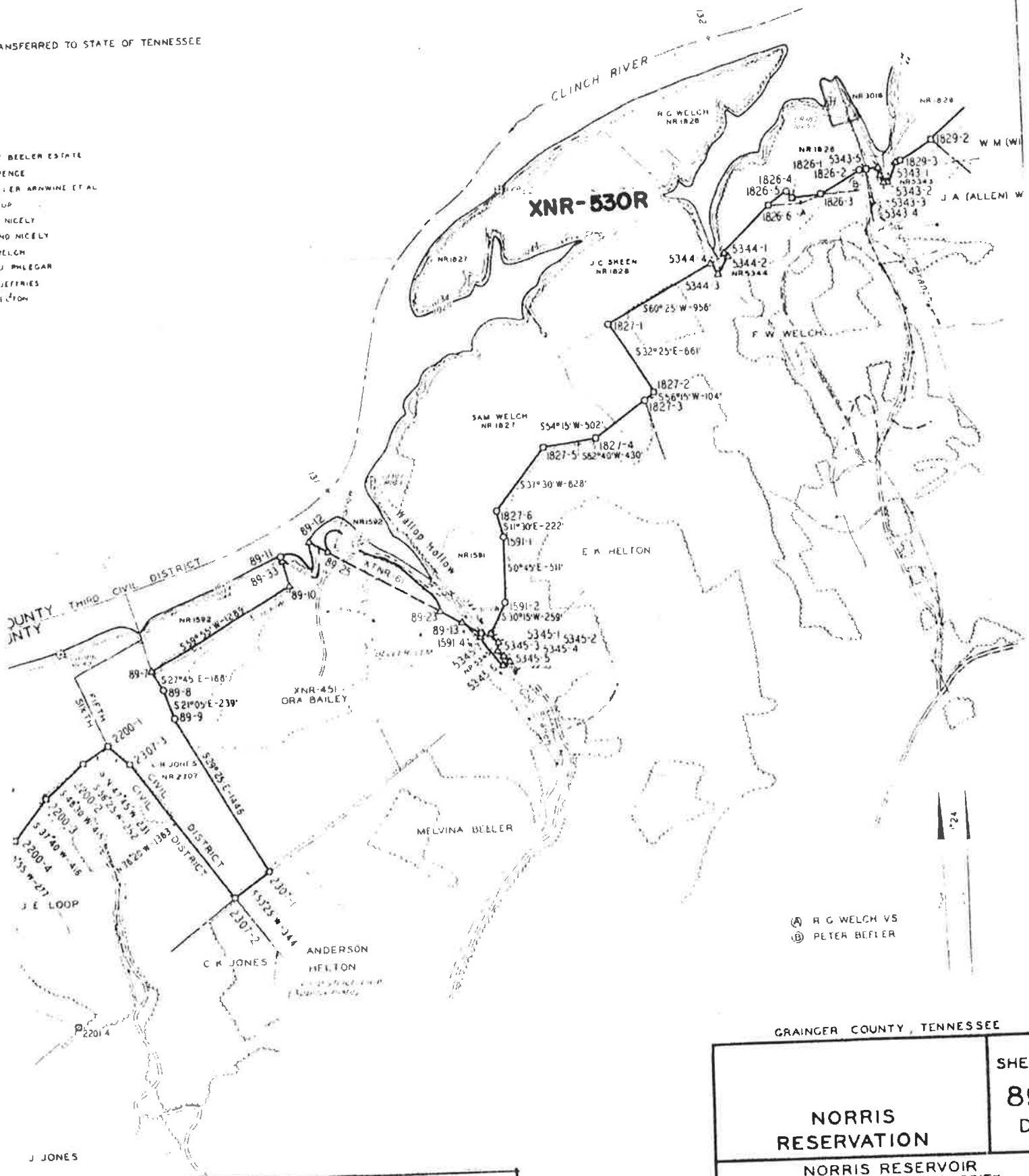
ATTACHMENT A

Recipient shall include the following statement on all billboards, signs, or notice boards:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, and 1309, no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, or your representative have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Office of Equal Employment Opportunity, 400 Commerce Avenue, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

TRANSFERRED TO STATE OF TENNESSEE

T. BEELER ESTATE
PENCE
PETER ARNHEIM ET AL
TOP
NICELY
NO NICELY
WELCH
J. PHELEGAR
JEFFRIES
ELTON



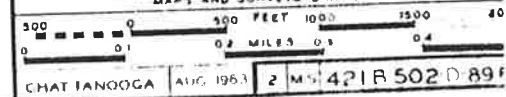
LEGEND

□ AREA LICENSED TO GRAINGER COUNTY FOR PUBLIC RECREATION

GRAINGER COUNTY, TENNESSEE

NORRIS RESERVATION

NORRIS RESERVOIR
TENNESSEE VALLEY AUTHORITY
MAPS AND SURVEYS BRANCH



SHEET
89
D

Proposal

B & C PAVING COMPANY, INC.

120 BEELER LN.
WASHBURN, TENNESSEE 37888
PHONE 865-497-2146 or CELL 423-526-7161

PROPOSAL SUBMITTED TO

Parks & Rec Grainger Co.

PHONE

DATE

02-13-2023

STREET

JOB NAME

CITY, STATE AND ZIP CODE

JOB LOCATION

Greenwich Parking Lot

We hereby submit specifications and estimates for:

For Grading, adding 2" of base stone compacted
and laying 2" of asphalt

188' x 60' & 50' x 30'

Total 12,780 sqft

We ~~Propose~~ hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
dollars (\$ 28,530.00)

WE RESERVE THE RIGHT TO ADJUST PRICES IN
THE EVENT OF A PRICE INCREASE ON MATERIALS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
Past due accounts will be charged an additional 1.5 percent per month on unpaid balances. This is an annual percentage rate of 18 percent.

Authorized
Signature

Perry Brink

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

DATE _____

mike.byrd@graingercountyttn.gov

From: James Acuff <jamesacuff89@gmail.com>
Sent: Monday, February 27, 2023 4:31 PM
To: Byrd Mike
Subject: Request for Unincorporated Signage for various cities along Hwy 131

Mayor Mike Byrd,

Attached is a request to send a letter on behalf of the Grainger County Commission to TDOT for the placement of a minimum of (8) signs (2 for each community) along State Highway 131 paying tribute to the communities of Powder Springs, Washburn, Puncheon Camp, and Dotsons Campground--like the signage that is displayed near the historic town of Thorn Hill (Unincorporated) as seen in the attached photograph. The purpose of these signs is to serve as a historic reminder to those passing through these communities and the impact these small communities have had in shaping northern Grainger County. It is further requested that these signs be placed approximately at locations approximately 1 mile on the northbound and southbound entrances from the center of these communities along Hwy 131. It is also suggested that the center of these communities be defined by county roads that intersect Hwy 131. For Powder Springs, let's assume Mackey Rd, for Washburn let's assume Waller Street, for Puncheon Camp let's assume Blankenship Rd, and for Dotsons Campground let's assume Puncheon Creek Rd. It is further requested that these signs have beneath the town name the term "Unincorporated" as there is no intent to incorporate these communities, but only to recognize each of them for their individual historical significance.

Respectfully,

James Acuff
11829 Hwy 131
Washburn, TN 37888



A black and white photograph of a road sign. The sign is rectangular with rounded corners, a white border, and a dark background. It is mounted on a metal post. The background of the photo shows a dense thicket of bare trees and branches.

Thorn Hill
UNINCORPORATED

RESOLUTION 2.13.23C

RESOLUTION ESTABLISHING GRAINGER COUNTY LEGISLATIVE BODY INSURANCE BENEFITS

WHEREAS, per Tenn. Code Ann. §8-27-401, et seq. and Tenn. Code Ann. §8-27-501, et seq., which provides that the members of a county legislative body and their dependents may be eligible for group life, hospitalization, disability and medical insurance as provided by county and insurance provider guidelines; and

WHEREAS, part of the county legislative body intent is to participate on a volunteer basis in the county insurance program and for participants who elect to participate to be responsible for payment of the total monthly premium; and

WHEREAS, county legislative body members will not be eligible for retiree medical benefits under the plan; and

WHEREAS, Grainger County appreciates the service provided by members of the county legislative body and wishes to establish this benefit for members of the county legislative body that wish to participate;

NOW THEREFORE, BE IT RESOLVED, that the Grainger County Legislative Body of Grainger County Tennessee establishes the optional insurance benefit for members of their County Legislative Body.

Accordingly, County Legislative Body members may elect to participate in the Grainger County Insurance Plan.

Adopted and approved this ____ day of _____, _____.

Approved _____

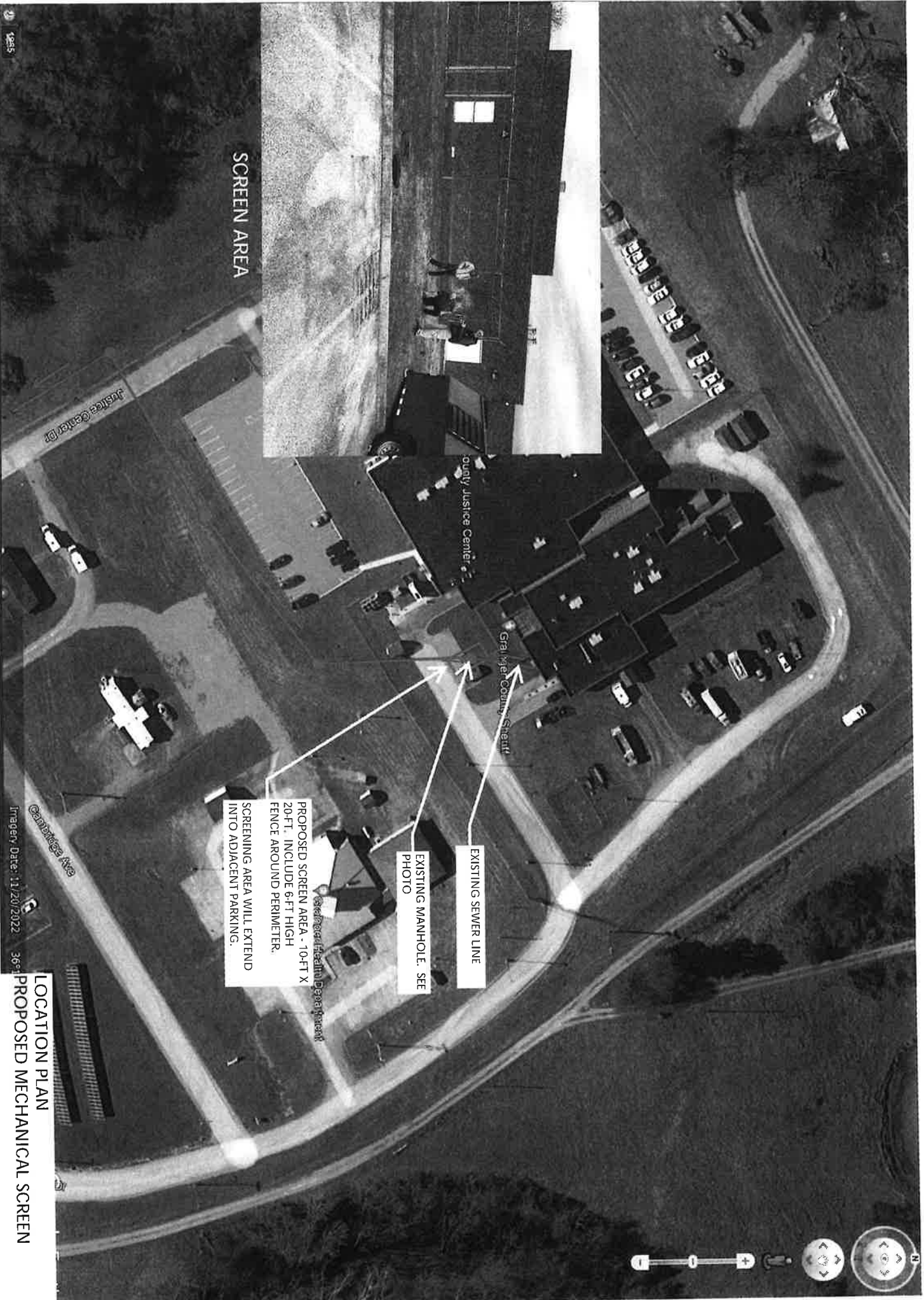
Mike Byrd, Mayor

Attest _____

Angie Lamb, County Clerk



SCREEN AREA



Imager, Date: 11/20/2022 36°

LOCATION PLAN
PROPOSED MECHANICAL SCREEN

mike.byrd@graingercountytn.gov

From: Michael MacIndoe <mmacindoe@ardurra.com>
Sent: Wednesday, February 15, 2023 11:42 AM
To: mike.byrd@graingercountytn.gov
Subject: RE: FYI

Full disclosure.....I forgot that I had prepared this document before the December Commission meeting.

Below is breakdown of Monthly O&M costs:

- Rental Fee - \$0. Typically, we include a screenings/debris container in the screen bid. A bagging system will also be evaluated. The bagging system would be purchased with the screen.
- Power Cost - \$30/month. The drive unit is less than 1 HP. Monthly power cost should be minimal.
- Water (for spray wash) - \$30/month. Water usage should be less than 2,000 gallons/month. I'm not sure of the exact minimum water rate - I'm assuming minimum monthly bill is around \$30
- Pickup and Disposal Cost - \$90/month. Pickup and Disposal cost is the most difficult cost to forecast as we will not know the volume of debris until the system is in operation.

The construction drawings will need to be approved by TDEC.

Design will take around 3 months. TDEC approval 1 month. So bid date would not be until around July 2023. I forecast project completion during 1st quarter of 2024; assuming screen delivery is 12 weeks (and not 6 months).

Thanks

Mike

From: mike.byrd@graingercountytn.gov <mike.byrd@graingercountytn.gov>
Sent: Wednesday, February 15, 2023 11:28 AM
To: Michael MacIndoe <mmacindoe@ardurra.com>
Cc: mike.byrd@graingercountytn.gov
Subject: RE: FYI

Thanks...That was fast

Is the estimated cost enough to cover a container rental fee and disposal fees at the land field?

Does the waste need to go directly to the land field?

Is there any time permitting required by TDEC?

Mike Byrd
County Mayor
865-828-3513
mike.byrd@graingercountytn.gov

Commercial



Residential

Knoxville, TN 37920
(865) 577-3206 Fax (865) 577-9141
810 E. Gov. John Sevier Hwy. Unit B * Knoxville, TN 37920
24 Hour Emergency Service
1988 *35Year Anniversary* 2023

DATE: 02/15/2023

THIS IS A QUOTE FROM ALLIED GLASS CO., INC. PROPOSES THE MATERIALS AND PERFORM THE LABOR PURSUANT TO PARAGRAPHS A THROUGH C.

PROJECT: Rutledge Courthouse

CONTACT: David Bishop (865) 454-4177; Mike.byrd@GraingerCountyTN.gov,
Jerri.Bishop@GraingerCountyTN.gov

A. SCOPE OF ALLIED'S WORK – Furnish and Install:

1. Using Black 2" x 4 1/2" Center-set storefront, using 1" Clear units (glass frosted when needed)

Downstairs – approx. 758 sq/ft - \$79,970.00

Bathrooms with frosted glass - \$8,850.00

Upstairs – approx. 1,186 sq/ft - \$136,510.00

Includes lift and demo of existing windows; materials and install of new windows

TOTAL: \$225,330.00

(Allied Glass Does Not Install Trim, Paint, Clean Glass)

- B. PRICE FOR PERFORMANCE: Allied Glass shall perform the work for: **SEE ABOVE**
If this proposal is accepted by Owner, Owner shall pay said sum as provided herein.
NOTE: If a credit card is used for payment over \$2,000.00, there will be a 2% additional charge.
- C. THIS PROPOSAL IS GOOD FOR 30 DAYS AND IS SUBJECT TO REVISION OR WITHDRAWAL BY ALLIED GLASS FOR ANY REASON UNTIL COMMUNICATIONS OF ACCEPTANCE.

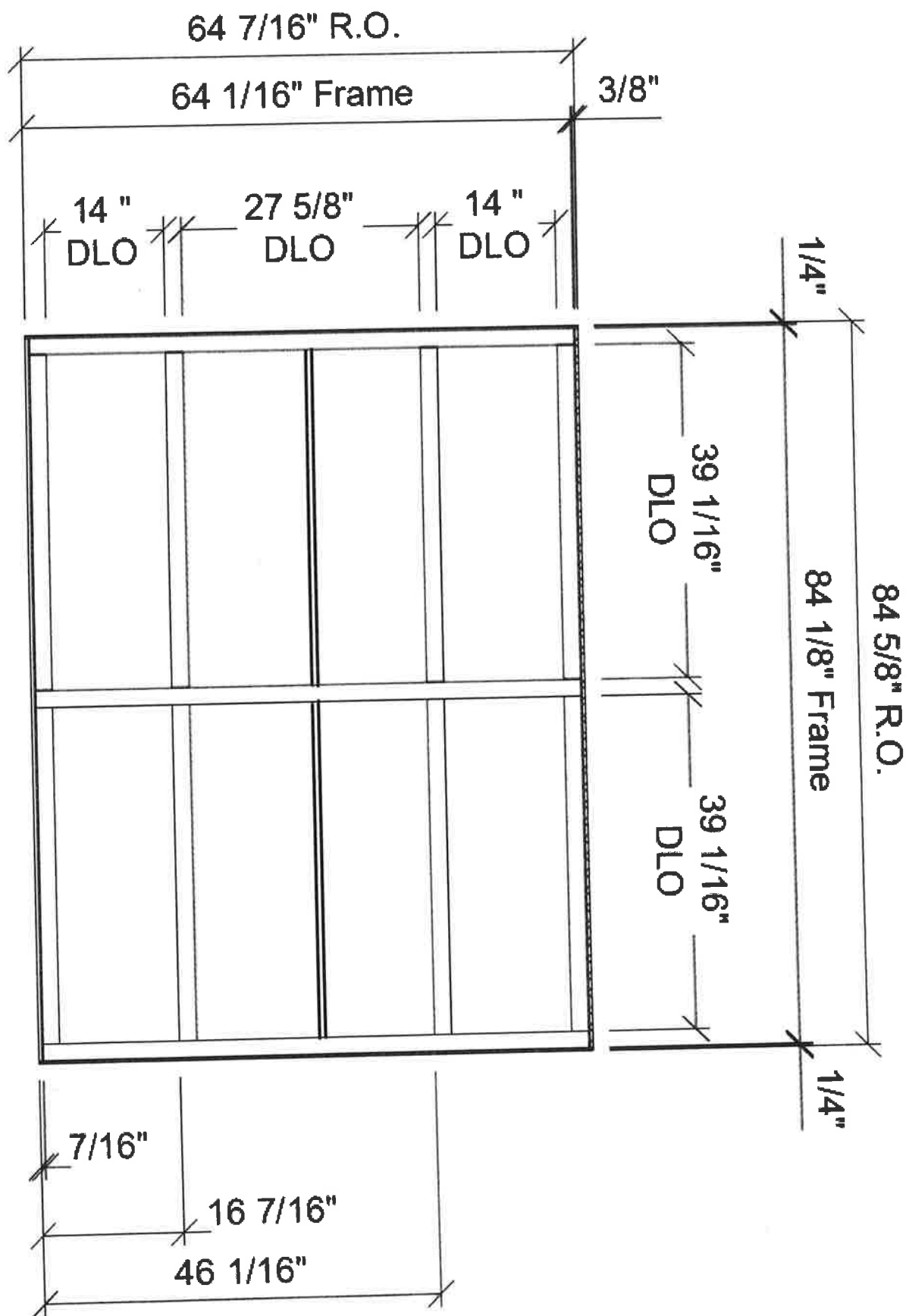
ALLIED GLASS COMPANY, INC.

To accept quote please sign/date and fax to (865) 577-9141 or email to alliedglass@comcast.net

Name _____ Date _____

Company Name _____

Address _____ City _____ ST _____ Zip _____



This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 1
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

Project No.: 29004-2214-64/
APD-032-3(14)
Grainger County
Tract No. 34
Request No.: 7034

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 20__ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and GRAINGER COUNTY, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for the mowing, trash removal, and general maintenance of the Licensed Premises including, but not limited to, maintenance of the sidewalks and decorative wall of the Veterans Memorial Overlook in Grainger County, Tennessee, the area being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** - Licensee is hereby granted permission to use the Licensed Premises for the mowing, trash removal and general maintenance of the Licensed Premises including, but not limited to, maintenance of the sidewalks and decorative wall of the Veterans Memorial Overlook in Grainger County, Tennessee which area is depicted in Exhibit A (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** - Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** - The License is a 10-year, renewable license which shall begin on _____, _____ and shall end on _____, _____.
5. **ACCESS** - The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** - The State agrees to maintain vegetation and the asphalt roadway and parking lot. The costs of any other maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101, et seq. are met.

13. **COMPLIANCE** – All work on the Licensed Premise shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would

License Agreement
Request No.: 7034

result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
20. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

Grainger County, Tennessee
8095 Rutledge Pike, Suite 104
Rutledge, Tennessee 37861

TO THE STATE:

State of Tennessee
Department of Transportation
Brian Dickerson
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

GRAINGER COUNTY, TENNESSEE

BY: _____

DATE: _____

TITLE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Licensee

DATE: _____

STATE OF TENNESSEE:

Howard H. Eley, Deputy Governor and
Commissioner of the Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: _____

EXHIBIT "A"

PROJECT
98001-2001-04

COUNTY
Grainger

TRACT
1

MAP/PARCEL
NA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

("Grantor(s)") have bargained and sold, and by these presents do transfer and convey unto the ("Grantee") the land and/or land rights, more particularly described as follows:

Located in Grainger County, Tennessee:

BEGINNING at a point at northwest corner of the proposed lease area, being 112.10 feet right of State Route 32 centerline station 271+08.84; thence along the northwest proposed lease area line north 74 degrees 22 minutes 48 seconds east 714.38 feet to a point located 97.96 feet right of centerline station 278+02.73 at the northeast corner of proposed lease area; thence along the northeast proposed lease area line south 07 degrees 35 minutes 39 seconds east 206.40 feet to a point located 301.84 feet right of centerline station 277+70.41 at the southeast corner of the proposed lease area; thence along the southeast proposed lease area line south 73 degrees 00 minutes 06 seconds west 505.39 feet to a point located 309.34 feet right of centerline station 272+81.49 at the southwest corner of the proposed lease area; thence along the southwest proposed lease area line north 55 degrees 24 minutes 22 seconds west 281.78 feet to a point located 112.10 feet right of centerline station 271+08.84 at the northwest corner of the proposed lease area being the **TRUE POINT OF BEGINNING**.

Containing 2.957 acres, more or less.

RESOLUTION 2.13.23 D

RESOLUTION OF THE GOVERNING BODY OF GRAINGER COUNTY, TENNESSEE, IN SUPPORT OF MEMORIAL ROAD MARKER FOR JESSIE W "BOTTLES" NICELY

WHEREAS, Jessie W "Bottles" Nicely, born on December 10, 1957 in Grainger County Tennessee and a resident of Grainger County, passed away on February 9, 2021; and

WHEREAS, Jessie "Bottles" Nicely began his working career picking up empty bottles on the side of the road and returning them to the store for a refund, therefore obtaining the nickname of "Bottles"; and

WHEREAS, Jessie, at the age of 15, started working in asphalt. At the age of 16 in 1957, he started his lifelong career in the paving industry earning \$2.75 per hour with B & M Construction. After many ownership changes and transitions, it is currently known as Harrison Construction; and

WHEREAS, Jessie, throughout his career as a laborer, assisted with the surfacing of many projects in the State of Tennessee, with one being Route 61 in Blaine which goes right past his home; and

WHEREAS, Jessie was required to transition with many leadership changes throughout his career in the industry. Several of the projects that Jessie and his team members completed received the prestigious "Smooth Ride Award" from the Tennessee Department of Transportation. Jessie achieved his Work Zone Traffic Control Supervisor Certification in 2006 and continued his path to becoming a salaried construction superintendent before his retirement in 2009; and

IT IS HEREBY RESOLVED, BY THE GRAINGER COUNTY LEGISLATIVE BODY, that in order to Recognize, Honor and Remember the aforementioned accomplishments of Jessie W. "Bottles" Nicely, the Grainger County Legislative Body supports the family's request for a highway memorial marker.

IT IS FURTHER RESOLVED, that a highway memorial marker be placed North and South bound at mile marker 5 and 6 on State Route 1 (11W) designated "IN MEMORY OF JESSIE W "BOTTLES" NICELY" as further evidence of the sincere admiration and gratitude of this legislative body;

ATTEST:

Angie Lamb
County Clerk
Angie Lamb



Mike Byrd
Grainger County Mayor
Mike Byrd