

The Bradley County Commission meets in Regular Session on January 4, 2022 at the Bradley County Courthouse in Cleveland, Tennessee at 7:00 P.M. EST. Bradley County Mayor, Gary D. Davis; Bradley County Clerk, Donna A. Simpson; and Bradley County Attorney, Crystal Freiburg are present. On roll call the following Commissioners are present: DENNIS EPPERSON; MIKE HUGHES; LOUIE ALFORD; THOMAS L. CRYE; MILAN M. BLAKE; JOHNNY MULL; BOBBY GOINS; CINDY SLATER; TIM MASON; ERICA DAVIS; KEVIN RAPER; and BILL WINTERS. TOTAL PRESENT: 12; ABSENT: 2. There is a quorum present and Chairman Johnny Mull calls the meeting to order.

The Pledge of Allegiance is lead by Commissioner Erica Davis followed by the invocation given by Commissioner Bill Winters.

Commissioner Bobby Goins makes a motion to approve the **Minutes for December 20, 2021**: Commissioner Mike Hughes seconds the motion. On roll call the Commission votes as follows: D. Epperson, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; J. Mull, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; E. Davis, aye; K. Raper, aye; and B. Winters, aye. TOTAL FOR: 12; OPPOSED: NONE; ABSENT: 2. **The motion passes.**

Commissioner Dennis Epperson makes a motion to approve the **Consent Agenda**: Commissioner Mike Hughes seconds the motion. On roll call the Commission votes as follows: D. Epperson, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; J. Mull, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; E. Davis, aye; K. Raper, aye; and B. Winters, aye. TOTAL FOR: 12; OPPOSED: NONE; ABSENT: 2. **The motion passes.**

**CONSENT AGENDA RECORDED AS AN ATTACHMENT**

Commissioner Milan M. Blake makes a motion to approve the **County Mayor (ARRAG) Budget Amendment**: Commissioner Thomas L. Crye seconds the motion. On roll call the Commission votes as follows: D. Epperson, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; J. Mull, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; E. Davis, aye; K. Raper, aye; and B. Winters, aye. TOTAL FOR: 12; OPPOSED: NONE; ABSENT: 2. **The motion passes.**

**BUDGET AMENDMENT RECORDED AS AN ATTACHMENT**

Commissioner Milan Blake makes a motion to approve the **Interlocal Agreement Between Bradley County, Tennessee and Southeast Tennessee Development District for Grant Administration Services**: Commissioner Cindy Slater seconds the motion. On roll call the Commission votes as follows: D. Epperson, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; J. Mull, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; E. Davis, aye; K. Raper, aye; and B. Winters, aye. TOTAL FOR: 12; OPPOSED: NONE; ABSENT: 2. **The motion passes.**

**INTERLOCAL (Administration) AGREEMENT RECORDED AS AN ATTACHMENT**

Commissioner Milan Blake makes a motion to approve the **Interlocal Agreement Between Bradley County, Tennessee and Southeast Tennessee Development District for Grant Reporting Services**: Commissioner Bobby Goins seconds the motion. : D. Epperson, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; J. Mull, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; E. Davis, aye; K. Raper, aye; and B. Winters, aye. TOTAL FOR: 12; OPPOSED: NONE; ABSENT: 2. **The motion passes.**

**INTERLOCAL (Recording) AGREEMENT RECORDED AS AN ATTACHMENT**

January 4, 2022 Continued

Regular Session

There is no further business to come before the Commission and Chairman Johnny Mull motions to adjourn the meeting at 7:22 P.M. EST.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

01/04/2022

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*Bradley County Commission*  
**Johnny Mull, Chairman**  
VOTING SESSION AGENDA  
January 4, 2022, at 7:00p.m.  
Bradley County Courthouse

1. Call to order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Approval of Minutes
6. Report from County Mayor
7. Consent Agenda (see page 2)
8. Reports from Committees and/or Districts
9. Unfinished Business
10. Approval of Agenda – No agenda items
11. Agenda Items

\*\*No agenda items\*\*

12. Communication from the audience
13. Announcements
14. Adjourn

Next meeting: Work Session –Monday, January 10, at 12:00p.m., Bradley County Courthouse

Upcoming Events - None



*Bradley County Commission*  
**Johnny Mull, Chairman**  
CONSENT AGENDA  
January 4, 2022, at 7:00p.m.  
Bradley County Courthouse

NOTARIES PUBLIC

1. Notaries public (will be presented at the meeting)

BRADLEY COUNTY CLERK  
DONNA A. SIMPSON COUNTY CLERK  
PO BOX 46  
CLEVELAND TN 37364  
Telephone 423-728-7226  
Fax 423-478-8845

Notaries to be elected January 04, 2022

STEPHANIE CARVER  
BRITTANY GANN

KATHRYN S. KORDICS

PERSONAL SURETY

## BRADLEY COUNTY, TENNESSEE BUDGET AMENDMENT FORM

Date: 4-Jan-22

Requestor: County Mayor-D. Gary Davie Sub Fund: \_\_\_\_\_  
(if applicable)

<b>INCREASE / DECREASE</b> <span style="float: right;">(circle one)</span>	Amount: <u>10,000.00</u>
Type: <u>Revenue</u> <small>(Revenue, Expense, Fund Balance, Reserve)</small>	
Account (fund, number, name) <u>128</u> <u>47100</u> <u>American Rescue Plan Act Grant #1</u>	
Line item (number & name) _____	

<b>INCREASE / DECREASE</b> <span style="float: right;">(circle one)</span>	Amount: <u>10,000.00</u>
Type: <u>Expense</u> <small>(Revenue, Expense, Fund Balance, Reserve)</small>	
Account (fund, number, name) <u>128</u> <u>58835</u> <u>American Rescue Plan Act Grant # 5</u>	
Line item (number & name) <u>707</u> <u>Building Improvements</u>	

Description of amendment (be specific):  
Covid Preparedness portion of the American Rescue Plan to put in place a drop box for property tax payments along with the security camera needed

<b>FINANCE COMMITTEE RECOMMENDATION:</b>			
Approved: _____	Denied: _____	Date _____	

**Interlocal Agreement Between Bradley County, Tennessee and  
Southeast Tennessee Development District for Grant  
Administration Services**

THIS INTERLOCAL AGREEMENT, ("Agreement") is entered into by and between BRADLEY COUNTY, TENNESSEE, ("Bradley"), a political subdivision of the State of Tennessee, and the Southeast Tennessee Development District (hereinafter called the "Contractor").

WHEREAS, Bradley County and Southeast Tennessee Development District are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to Tennessee Code Annotated § 12-9-104; and

WHEREAS, County desires to engage Contractor to render certain technical or professional administrative services hereafter described in connection with funds allocated by County for affordable housing as allowed by the conditions and term of the American Rescue Plan Act; and

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 ("ARPA"), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing efforts of the COVID-19 Pandemic; and

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for households and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and

WHEREAS, Bradley County's allocation is estimated at approximately \$21M; and the first tranche or 50% of this allocation has been deposited from the U.S. Department of Treasury; and

WHEREAS, on October 18, 2021, Bradley County adopted Resolution 2021-50 establishing Bradley County's Plan to allocate funds for affordable housing as allowed by the conditions and term of the American Rescue Plan Act; and

WHEREAS, the Bradley County Legislative Body has approved the Development District to administer funds in the amount of one million dollars (\$1,000,000.00) allocated on October 18, 2021, by Resolution 2021-50 for affordable housing as allowed by the conditions and terms of the American Rescue Plan Act, which shall include a four percent (4%) fee to be paid to Southeast Tennessee Development District of the total amount allocated from these funds.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the funds in the amount of \$1,000,000.00 allocated for affordable housing as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and the proper manner the following services:
  - a. Provide administrative assistance, including completing necessary applications and paperwork, to County through staff that is trained and/or approved by the Tennessee Department of Economic and Community Development.
  - b. Set up administrative record keeping files for County.
  - c. Manage compliance with environmental requirements, if applicable.
  - d. Assist in removing any contract conditions and securing release of funds.
  - e. Assist in establishing procedure for financial management of contract funds.
  - f. Process all requests for reimbursement(s).
  - g. Prepare and submit any necessary budget amendments.
  - h. Assist in meeting Equal Opportunity requirements and construction wage and employment requirements.
  - i. Monitoring of records for completeness.
  - j. Preparation, coordination and/or submission of all necessary reports, forms and documents.
  - k. Any and all other technical assistance requested and required by County in completion of ARPA funds in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. Neither party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Tennessee shall be the sole and exclusive venue for any litigation, special proceeding, or other proceedings between the parties that may be brought or arise out of or in connection with or because of this Agreement.



5. Contractor agrees to comply with all Rules and Regulations of the Department of Treasury related to the provision of ARPA funds to approved agencies for affordable housing. Contractor agrees to provide to Bradley County all documentation supporting compliance with all Rules and Regulations of the Department of Treasury related to allocation of ARPA funds. Contractor agrees to indemnify, defend, and hold harmless Bradley County, its officers, directors, employees, agents and assigns against any losses, liabilities, damages, costs, and expenses (including attorney fees) arising out of actions related to repayment of ARPA funds paid to Contractor.
6. Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by the Department of Treasury, the Comptroller of the Treasury, the County or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. County agrees to compensate the Contractor (Southeast Tennessee Development District) a sum equal to four percent (4%) of the total amount of funds allocated to agencies for affordable housing for grant administrative services (all inclusive), which are grant eligible expenses under the Rules and Regulations of the Department of Treasury related to the provision of ARPA funds. The total amount paid to Contractor for administrative services as set forth herein shall not exceed \$40,000.00.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
9. In carrying out this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff; or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of County and no members of its governing body, and

no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**IN WITNESS WHEREOF**, Bradley County and Development District have executed this Agreement effective as of the date and year written below.

Bradley County, Tennessee

By:

D. Gary Davis, Mayor

Witness

Southeast Tennessee Development District

By:

Beth Jones, Executive Director

Witness

**Interlocal Agreement Between Bradley County, Tennessee and  
Southeast Tennessee Development District for Grant Reporting  
Services**

THIS INTERLOCAL AGREEMENT, ("Agreement") is entered into by and between BRADLEY COUNTY, TENNESSEE, ("Bradley"), a political subdivision of the State of Tennessee, and the Southeast Tennessee Development District (hereinafter called the "Contractor").

WHEREAS, Bradley County and Southeast Tennessee Development District are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to Tennessee Code Annotated § 12-9-104; and

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 ("ARPA"), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing efforts of the COVID-19 Pandemic; and

WHEREAS, County desires to engage Contractor to render certain technical or professional grant reporting services hereafter described in connection with relief funds allocated to Bradley County under the American Rescue Plan Act; and

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for households and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and

WHEREAS, Bradley County's allocation is estimated at approximately \$21M; and the first tranche or 50% of this allocation has been deposited from the U.S. Department of Treasury; and

WHEREAS, on October 18, 2021, Bradley County adopted Resolution 2021-50 establishing Bradley County's Plan to allocate funds as allowed by the conditions and term of the American Rescue Plan Act

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the ARPA funds as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform and carry out, in a satisfactory and the proper manner the following services:

- a. Preparation, coordination and/or submission of all necessary reports, forms and documents necessary for Bradley County to comply with all Rules and Regulations of the Department of Treasury related to the provision of ARPA funds.
  - b. Any and all other technical assistance requested and required by County in completion of ARPA funds in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
  4. Neither party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Tennessee shall be the sole and exclusive venue for any litigation, special proceeding, or other proceedings between the parties that may be brought or arise out of or in connection with or because of this Agreement.
  5. Contractor agrees to provide to Bradley County all documentation supporting compliance with all Rules and Regulations of the Department of Treasury related to allocation of ARPA funds. Contractor agrees to indemnify, defend and hold harmless Bradley County, its officers, directors, employees, agents and assigns against any losses, liabilities, damages, costs, and expenses (including attorney fees) arising out of actions related to repayment of ARPA funds paid to Contractor.
  6. Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by the Department of Treasury, the Comptroller of the Treasury, the County or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
  7. County agrees to compensate the Contractor (Southeast Tennessee Development District) ~~from~~ <sup>UP TO</sup> to ~~\$1,000,000~~ \$250,000 per year. The total amount paid to Contractor for reporting services as set forth herein shall not exceed \$48,000 ~~\$4,000~~.
  8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

9. In carrying out this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

10. No officers, member, or employee of County and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**IN WITNESS WHEREOF**, Bradley County and Development District have executed this Agreement effective as of the date and year written below.

Bradley County, Tennessee

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
D. Gary Davis, Mayor

\_\_\_\_\_  
Southeast Tennessee Development District

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Beth Jones, Executive Director