

Messiah Lutheran Church ELCA- Congregational Council Meeting  
*Sunday, September 15, 2024 at 12:00 pm in Fellowship Hall*

**LEADERSHIP TEAM**

Reporting Group	Leader	Council Liaison	Action	Notes
<b>MINISTRY TEAMS</b>				
<b>Care</b>	Illy Wood	Susan Hamilton		
<b>Disciple</b>	Mary Williamson	Michele Wilson		
<b>Invite</b>	Kate Spears	Davin Henrik		
<b>Serve</b>	Connie Cole	Jack Wilder		
<b>Worship</b>	Jane Mason	Jon Driskill		
<b>SUPPORT TEAMS</b>				
<b>Badenhop</b>	Mary Ellen Whitson	Becky Breeden		
<b>Connect</b>	Michele Wilson	Susan Hamilton		
<b>Finance</b>	Steve Hess	Michele Wilson		
<b>Personnel</b>	Michele Wilson	Davin Henrik		
<b>Property</b>	Jon Driskill	Michele Wilson		
<b>SPECIAL GROUPS</b>				
<b>BAM (Disciple)</b>	Don Lawhorn	Carolyn Lawhorn		
<b>DJC (Serve)</b>	L. Wilder, M. Driskill	Jack Wilder		
<b>Fellowship (Invite)</b>	C. Lawhorn, J. Mennel	Cristall Mount		
<b>Policy (Support)</b>	Mike Driskill	Angela Kronau		
<b>Stewardship (Finance)</b>	Michele Wilson	Becky Breeden		
<b>WELCA (Disciple)</b>	Anne Tinker	Cristall Mount		
<b>STAFF</b>				
<b>Parish Nurse</b>	Mary Sophia Hawks	n/a		
<b>Interim Senior Pastor</b>	Pastor Mark Cerniglia	n/a		
<b>Director of Music</b>	Mary Phillips	n/a		

**AGENDA:**

1. Call to Order: Angela | Lunch by Davin Henrik & Opening Devotion by Angela Kronau
2. Approval of August Minutes
3. Financial Update: Steve Hess
4. Correspondence, updates, building use requests, etc.

5. Monthly Reports
6. Messiah Forward Update
7. Update on Women's bathroom in Educational hallway
8. Nominating committee for upcoming Council election
9. Reminder to check church calendar prior to scheduling meetings.
10. Other Business
11. Adjourn with prayer

***NEXT COUNCIL MEETING: Sunday, October 20 at 12 Noon, Devotion & Meal: Jack Wilder***

***UPCOMING DATES:***

***Reports Due: Thursday, October 10***

***Executive Committee Meeting: Tuesday, October 15 at 6:30 pm via Zoom***

**Messiah Lutheran Church ELCA- Congregational Council Meeting**  
**Sunday, August 18, 2024 at 11:00 am | Fellowship Hall**

Council members present: Michele Wilson, Carolyn Lawhorn, Jon Driskill, Angela Kronau, Susan Hamilton, Becky Breeden, Cristall Mount, Pastor Mark, Davin Henrik, Jack Wilder, Steve Hess, Mike Tinker (guest)

**LEADERSHIP TEAM**

Reporting Group	Leader	Council Liaison	Action	Notes
<b>MINISTRY TEAMS</b>				
Care	Illy Wood	Susan Hamilton		
Disciple	Mary Williamson	Michele Wilson		Ministry Fair / Parents Night Out / Theology Pub
Invite	Kate Spears	Davin Henrik		
Serve	Connie Cole	Jack Wilder		
Worship	Jane Mason	Jon Driskill		
<b>SUPPORT TEAMS</b>				
Badenhop	Mary Ellen Whitson	Becky Breeden		
Connect	Michele Wilson	Susan Hamilton		
Finance	Steve Hess	Michele Wilson		
Personnel	Michele Wilson	Davin Henrik		
Property	Jon Driskill	Michele Wilson		Women's Restroom
<b>SPECIAL GROUPS</b>				
BAM (Disciple)	Don Lawhorn	Carolyn Lawhorn		
DJC (Serve)	L. Wilder, M. Driskill	Jack Wilder		
Fellowship (Invite)	C. Lawhorn, J. Mennel	Cristall Mount		
Policy (Support)	Mike Driskill	Angela Kronau		
Stewardship (Finance)	Michele Wilson	Becky Breeden		
WELCA (Disciple)	Anne Tinker	Cristall Mount		
<b>STAFF</b>				
Parish Nurse	Mary Sophia Hawks	n/a		
Interim Senior Pastor	Pastor Mark Cerniglia	n/a		
Director of Music	Mary Phillips	n/a		

**AGENDA:**

**1. Call to Order: Angela | Lunch by Susan Hamilton & Opening Devotion by Michele Wilson**

Angela K. called the meeting to order at 11:20. Lunch was provided by Susan H. Michele W. opened the meeting with a devotion and prayer.

## **2. Approval of July Minutes**

The July Council Minutes were presented for approval and discussion. Davin Henrik moved that the Minutes be approved, Jon Driskill seconded the motion and the July Council Minutes were approved unanimously.

## **3. Tree Line on Golf Club Road – Mike Tinker**

Mike T. brought to Council his thoughts on the proposal to clear some of the trees on the street front of the church property along Golfclub Rd. He told Council that it was not just the cedar trees lining the sidewalk that posed problems, but rather the extensive growth of trees and brush in the creek running between the two east side parking areas. Much had been cleared during our church-wide Spring Cleaning Day this past March, but since that time, much of the brush had grown back. He, and Council, agree that clearing the ditch is a priority. Considerations for that proposal included clearing judiciously so that we can still keep the benefits of greenery on the property; seek recommendations from various organizations in Knoxville as to what should be removed permanently and ways to do that that are environmentally appropriate; and be willing to work with West Town Mall and any local government agencies that will need to be included, since that creek is a major drainage ditch for the mall. Mike T. offered his support and told Council that he will go ahead and handle the two trees and limbs on the west side of the church building that are in need of maintenance now.

## **4. Finance Update - Steve Hess**

**2024** Income and Spending plan \$29,878 per month

**July** General Fund **Income** was **\$4,556** below plan.

- General Fund income is **\$10,319** below plan YTD. 5% off (giving is 6%off)
- General Fund Income is **\$8,907** below last year at this same time.

**July** General Fund **Expenses** were \$1,868 below Plan.

- General Fund Expenses are \$1,907 below plan YTD.
- General Fund Expenses are \$12,578 below last year at this same time.

**July** General Fund **Unrestricted Cash** reserves have decrease to **\$16,742**

- This is **2.4 weeks'** worth of cash.
- 2024 expenses are exceeding income - we ended 2023 with **\$37K** in unrestricted cash
- At this uncomfortably low level of unrestricted cash, I recommend General Fund spending below plan where possible.

Other **July** items to note:

- In 7 months, Pastor Mark has spent **215%** of our Sr. Pastor Auto allowance.
- In 7 months, Supply Clergy expense is at **174%** of annual plan.
- In 7 months, Building repairs are at 73% of our planned spending at \$11,748.
- Kitchen Water Heater is complete - \$3,075 balance will be added to building maintenance fund next month

**a. Stock Gift**

Steve H. updated Council on the gift of \$12,000 in stocks that were contributed to the general budget this past month. It was suggested that this might be one factor in the lower giving levels for 2024, though that is unknown currently. Michele W. offered to send a thank you note, on behalf of Council, to the donor of the stock gift.

**5. Correspondence –Sullivan Weakly Land Acquisition, Updates, Teach Group, Building Use requests, etc.**

Sullivan Weakly Land Acquisition offer: Council favors pursuing the inquiry offer submitted to Council Sullivan Weakly Land Acquisition out of Atlanta, Georgia. First steps expressed by Council include reviewing Deanne Hill HOA covenants and city/county codes relative to zoning requirements, etc. Michele W. will reach out to Craig Stewart and Mike Driskill for help with this.

TEACH group update: Michele W. reported that a Memorandum of Understanding is now in effect between the TEACH group and Messiah. Changes include fee increases for their building use fees at Messiah through the month of December, 2024, at which time we will review the fees and actual building use hours. Cristal M. will reach out to St. John Lutheran, Peace Lutheran and Erwin Presbyterian churches about the outreach program fees so that we can offer adjustments in December that are more in line with current usage fees charged by local churches with similar programs. Jon D. requests that we remind the TEACH group that doors leading from the Vestibule to the playground are not to be obstructed with “stuff” (a fire code violation) and please make sure that any person(s) that are the last to leave each day secure all doors that they have used during their time at Messiah.

**6. Monthly Reports**

Pastor Mark’s Report: Pastor Mark reminded us that the Call Committee will meet with Pastor Jeremy Hemphill next Sunday (August 25). He is an Assistant to Bishop Strickland and will be guiding the committee members through the Call process. Pastor Hemphill will preach for us that day. He also told us that with

Confirmation needs approaching soon, that he has reached out to his colleagues at Peach and St. John's churches, expressing interest in doing this year's class cooperatively.

Building Committee Report (TVA Audit): Jon D. reported that he continues to monitor Messiah's water usage numbers since the water leak in the women's handicap toilet was discovered earlier this summer. It appears to be less than previous billing periods, so hopes to get a plumber in soon to finish the work. He also received the TVA Energy Audit back this past month and Council was asked to review it so that over the next few meetings we can begin to address needs with workable solutions.

**7. Ministry Fair Assistance by Liaisons**

In order to ensure a successful Ministry Fair Day (September 15<sup>th</sup>), Michele W. requests that each Council Liaison reach out to each of their committee chair persons, to ensure that we will have a complete representation of all ministry opportunities at Messiah. We will be able to set up Saturday, September 14<sup>th</sup> with all necessary tables and displays. Chairs will be returned Sunday morning after the Outdoor Service scheduled for that morning.

**8. Call Committee Update** (See item 6—Pastor Mark's Report)

**9. Sign Up for Meal & Devotion for September 2024**

Davin H. will bring lunch for the September Council meeting and Angela K. will lead the opening devotion.

**10. Other Business**

Blessing Box Request: Cristal M. shared an email she received recently regarding a question about visitors retrieving items from the box that did not appear to legitimately need those items. After much discussion, Council agreed that in giving those gifts, we are not required to pass judgement on the recipients. We are only called to offer help to those who may need the help, recognizing that some may take advantage of the help, but better to offer help anyway to those who might truly benefit from it. Susan H. moved to maintain the Blessing Box, Jack W. seconded the motion and Council voted unanimously to continue supplying the Blessing Box.

Church History Book sample: Jack W. offered a sample of a Church History that was produced by Dennis Osland's home church in Minnesota as a project he would like to see pursued at Messiah. Council suggested that Jack W. contact Tom Cole, Anne

Tinker and Debbie Hempstead since they have a long history with Messiah. Susan H. volunteered to help with any necessary editing.

**11. Adjourn with prayer:** Pastor Mark adjourned our meeting with prayer at 12:45.

***NEXT COUNCIL MEETING: Sunday, September 15 at 11 am***

***Devotion: Angela Kronau***

***Meal: Davin Henrik***

***UPCOMING DATES:***

***Reports Due: Thursday, September 5***

***Executive Committee Meeting: Tuesday, September 10 at 6:30 pm via Zoom***

cc: Council

## APPENDIX F: Building Use Agreement

This form is to be completed by the responsible person of any non-worship or non-ministry event that takes place in the MLC building and must be on file at least one week prior to the start date of the event. Check area/room availability with the Administrative Assistant/Building Use Coordinator prior to completing this form. The signed original will be kept on file in the church office; a copy will be provided to the responsible person upon request as confirmation of building reservation.

Your date is not firm until deposit and agreement are on file.

2025

### Building User Information

GCS, Sit & stitch

Name of Event: 7 interest groups, 4 Quarterly Board Meetings, 4 Quarterly meetings  
Sponsoring Organization: Embroiderers Guild of America, Knoxville Chapter  
Purpose of Gathering: Stitching groups & Business meetings  
Date(s) of Use: Various - will coordinate w/ MLC Admin Anticipated number in attendance: 5-60  
Time of Event (beginning & end times): Various Anticipated time of set up: n/a  
Area/Room(s) to be used: Conference Room & Fellowship Hall  
Name & Position of Responsible Person: Muffett Grubb, President  
Address: 918 Altamont Way, Knoxville, TN 37923  
Primary Phone Contact: 865-207-0599 Secondary Phone Contact: \_\_\_\_\_  
Email: muffettj@gmail.com

### Agreement

- ☒ I/we have read the Building Use Policy and Building Use Expectations and agree to abide by all rules and expectations set forth therein.
- ☒ I/we agree to pay Messiah Lutheran Church the amount of \$1200<sup>002</sup> for the use of the church facilities as detailed above.
- ☒ I/we agree that all fees and deposits will reach Messiah Lutheran Church at 6900 Kingston Pike, Knoxville, TN 37919, one week in advance of the use start date. If donations are not paid and cleared before the use start date, permission for the use of Messiah Lutheran Church facilities may be revoked.
- ☒ I/we agree to abide by the expectations spelled out in this document and to complete the Departure Check List(s) and Church Key Agreement (if applicable). Messiah Lutheran Church agrees to provide the church facilities as they are. (MLC does not provide set up or cleaning.) Fees will defray costs for air conditioning/heating, water, bathroom facilities, janitorial service, and electricity.
- ☒ I/we agree to return used space to the configuration and condition in which we found it.
- ☒ I/we agree to hold Messiah Lutheran Church, congregational members, Congregation Council, and church employees harmless and free of any claims of liability which may result from any injury or loss of property.
- ☐ I/we agree to accept full responsibility for any such claims from persons in attendance of this event. I/we agree to be liable for any damages or incident which may occur in connection with this event.

Signed:

Muffett Grubb

Date:

8/22/2024

Approved: \_\_\_\_\_

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



**APPENDIX F: Building Use Agreement**

*This has been on the calendar for a long time - but just now getting the form.*

This form is to be completed by the responsible person of any non-worship or non-ministry event that takes place in the MLC building and must be on file at least one week prior to the start date of the event. Check area/room availability with the Administrative Assistant/Building Use Coordinator prior to completing this form. The signed original will be kept on file in the church office; a copy will be provided to the responsible person upon request as confirmation of building reservation.

Your date is not firm until deposit and agreement are on file.

### Building User Information

Name of Event: Vikings of the Smokies Jultrefest  
 Sponsoring Organization: Vikings of the Smokies  
 Purpose of Gathering: Christmas Celebration  
 Date(s) of Use: December 8, 2021 Anticipated number in attendance: 50  
 Time of Event (beginning & end times): 2:00 - 7:00 Anticipated time of set up: 2:00  
 Area/Room(s) to be used: Fellowship Hall  
 Name & Position of Responsible Person: Bonnie Pederson Messiah member  
 Address: 713 Cessna Rd., Knoxville, TN 37919  
 Primary Phone Contact: 865-748-8044 Secondary Phone Contact: \_\_\_\_\_  
 Email: bonniepederson@comcast.net

### Agreement

- ☒ I/we have read the Building Use Policy and Building Use Expectations and agree to abide by all rules and expectations set forth therein.
- \_\_\_\_ I/we agree to pay Messiah Lutheran Church the amount of \$90.- for the use of the church facilities as detailed above.
- ☒ I/we agree that all fees and deposits will reach Messiah Lutheran Church at 6900 Kingston Pike, Knoxville, TN 37919, one week in advance of the use start date. If donations are not paid and cleared before the use start date, permission for the use of Messiah Lutheran Church facilities may be revoked.
- ☒ I/we agree to abide by the expectations spelled out in this document and to complete the Departure Check List(s) and Church Key Agreement (if applicable). Messiah Lutheran Church agrees to provide the church facilities as they are. (MLC does not provide set up or cleaning.) Fees will defray costs for air conditioning/heating, water, bathroom facilities, janitorial service, and electricity.
- ☒ I/we agree to return used space to the configuration and condition in which we found it.
- ☒ I/we agree to hold Messiah Lutheran Church, congregational members, Congregation Council, and church employees harmless and free of any claims of liability which may result from any injury or loss of property.
- \_\_\_\_ I/we agree to accept full responsibility for any such claims from persons in attendance of this event. I/we agree to be liable for any damages or incident which may occur in connection with this event.

Signed: Bonnie Pederson Date: 9-12-24  
 Approved: K. Kennedy Date: 9.12.24

## Office

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**From:** KARM + KARM Stores <ecrass@karm.org>  
**Sent:** Wednesday, July 31, 2024 2:57 PM  
**To:** Office  
**Subject:** Gift Cards from Q2 + Save the Date

\$150 in gift cards are coming to Messiah Lutheran Church

[View this email in your browser](#)

# CORNERS OF YOUR FIELD

Dear Kristin,

Back-to-school season is so exciting as students anticipate new experiences and parents see their kids embarking on a new chapter. We see many back-to-school shoppers this time of year, and it's so heart warming when we get to see your members coming in with their Corners of Your Field gift cards. We know that this program is helping the local community by providing an opportunity for families to choose their own supplies, outfits, and other amazing thrift finds, who may otherwise have to go without. Your partnership makes this possible.

### Gift Cards to Share

Through your members' generous giving, **you will be getting back \$150 so you can make an impact where it is most needed in your community.** Your gift cards will be mailed out to you in the coming days. These resources are based on the 44 in donations received at KARM Stores during the second quarter of 2024.



## Looking Ahead

Your next gift card delivery will be at our Corners of Your Field Partner Breakfast on October 31st, or shortly thereafter if you are unable to attend. This means that the gift cards will be available at the height of Christmas shopping season. That makes this quarter, July 1st - Sept 30th, essential to being able to provide gift cards to your members who need it the most. Now is the time to encourage your members and supporters to donate to and volunteer at KARM Stores to help you get even more gift cards to make this holiday season magical. We have digital assets available for your church bulletin, newsletter, social media, slideshow, etc. to make sure your members and supporters know how to get involved.

**Access Digital Assets**

Additionally, please save the date for our upcoming Partner Appreciation Breakfast on October 31st. More information will be shared soon.

Thank you for your continued partnership and support.

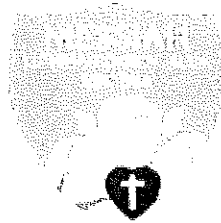
Sincerely,

Handwritten signatures of Evan and Cory in black ink.

Evan Crass and Cory Carmichael  
Knox Area Rescue Ministries & KARM Stores

If you have a story that shows the way that God works through these gift cards, we'd love for you to share it with us!

**Share a Story**



## **DISCIPLE COMMITTEE MINUTES**

*Tuesday, August 20, 2024*

**Committee Members Present:** Jenny Adams, Angela Kronau, Mary Williamson, Michele Wilson

**Committee Members Absent:** Laura Henrik, Pastor Mark Cerniglia

**Meeting held:** ☐ In Person ☒ via Zoom

### **Children's Sunday School**

- Teachers from 2023-2024 will continue teaching. We would like additional teachers so we will promote this need. The notice will be updated and recirculated via the eNews. Connie Cole has agreed to facilitate the older kids classes. Emma & Chloe - Jenny will contact them. Michele Wilson called Debbie Hampstead. She will sign up for some classes. Michele Wilson called Davin Henrik and left a message. Michele called Don & Carolyn Lawhorn - They will consider it, Michele & Angela will facilitate a few classes for Middle Schoolers (3 total) this Fall. Mary will ask Pastor Bradford if he will teach a Sunday School class.
- Orange Curriculum – The Council approved the purchase of the Orange Curriculum for \$1,007.00. Charge to the Church Credit Card - Michele sent an email to Pastor Laura to see if she would make the purchase and then share the login, etc.

### **Confirmation Classes**

- **Mary will contact Pastor Mark for an update.**
- These are the young people who are at confirmation age:
  - o Sophia & Evan Ciorciari
  - o Cole Williamson
  - o Destinee Lwanga
  - o Maddie Baker
  - o Kids from Pastor Steven's Church

### **Adult Learning Hour**

- Tom Cole has committed to serve as the Fall 2024 Adult Learning Hour coordinator.
  - Did Beth Ford agree to serve as the Spring 2025 coordinator?
- Scheduled so far:
- Sunday, September 8 - KCDC Housing Opportunities
  - Sunday, September 15 - Ministry Fair
  - Sunday, September 22 - A Tour of Vilnius, the Capital of Lithuania - Pastor Mark
  - Sunday, September 29 - The Unique Place of Eastern Europe in History & Today - Pastor Mark
  - Sunday, October 27 - Reformation & Stewardship Luncheon
  - Sunday, November 24 – Congregational Meeting, Part 1

Sunday, December 8 – 70th Anniversary Celebration  
Sunday, December 15 - Birthday Party for Jesus  
February 23, 2025 – Congregational Meeting, Part 2

**Youth Group**

- No report

**Theology Pub / Parent's Night Out**

- Don & Carolyn Lawhorn will provide child-care to young parents so they could go out and enjoy a beer, Christian friendships, etc.
- Theology Pub will be resurrected. Pastor Mark will lead the theological discussion and Michele will be the scheduler and promoter of each monthly event.

**ACTION ITEMS FOR COUNCIL**

N/A

**Next Meeting:** *Tuesday, September 17, 6:00 pm via Zoom*

**Minutes submitted by:** Michele Wilson

SERVE committee

Monday, July 22, 2024 @ 7 pm via Zoom

Attendees: Sharon Sweeney, Debbie Hampstead, Angela Kronau, Michele Wilson, Cristall Mount, Becky Breeden and Connie Cole

Michele Wilson opened the meeting with prayer.

Sharon Sweeney reported that Tyson House has received a grant for a historical research project. Boxes of memorabilia are being sorted. There is a clean up day on Saturday August 10 from 9-1 and information will be provided to Messiah members to help with this. Messiah will provide the evening meal on Sept. 15. Information will be provided to Messiah members about providing food donations for the food pantry, and feminine sanitary products which are always needed.

Cristall Mount and Debbie Hampstead reported on Care Cuts. There is an ongoing need for smaller size men's jeans and shorts, underwear, shoes, sports bras, suitcases, backpacks and duffle bags. Dog food is also needed as some of the homeless have pets. Powdered Gatorade and bottled water are also needed. The committee voted to hold Messiah's annual God's Work, Our Hands at Care Cuts on Saturday, Oct. 5 and Sunday, Oct. 6. Publicity for this will be provided to the congregation closer to the time.

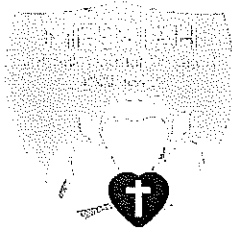
Michel Wilson reported that Messiah has pledged \$1200 to Justice Knox in addition to our annual membership fee. There will not be a fund-raising drive for this. Individual donors will be asked to make a contribution before December. Justice Knox is looking for corporate sponsors. There will be a board meeting on August 28 to evaluate yearly progress and look ahead to issues for the coming year.

Michele Wilson reported that we have been working with Bridge Refugee Services to help our refugee family, the Zwadi family who will be joining the church along with their interpreter. Michele reported that the congregation has responded magnificently to the needs of the family but reported that help from Bridge has been less than expected and is disappointing. There is still a need for transportation for the family for various appointments especially mid-week.

Justice and Diversity committee is organizing, with the help of Pastor Mark, a trip to Montgomery, Alabama at the end of September. Details are available but space is limited. Michele Wilson will provide details for anyone who would like them.

The meeting was adjourned at 8:03 with prayer

The next SERVE meeting will be on Oct. 28 with a new time. The Zoom meeting will be at 6:30 rather than 7.



\_\_\_\_\_ **SERVE** \_\_\_\_\_ **COMMITTEE MINUTES**  
*Day/Date of Meeting*

Committee members present:

Committee members absent:

Guests present:

Meeting held: ☐ In Person ☐ via Zoom

**OLD BUSINESS**

The Serve committee did not meet in August.

**NEW BUSINESS**

**ACTION ITEMS FOR COUNCIL**

**Next Meeting:** *Monday, October 28 at 6:30 via Zoom. This is a change in time from 7 to 6:30.*

**Minutes submitted by:** \_\_\_\_\_

## WORSHIP COMMITTEE MEETING MINUTES

August 28, 2024

**Present:** Jane mason, Illy Wood, Mary Phillips, Jon Driskill, Jenny Adams, Lori West

**Opening Devotion** by Jane with Meredith Leimohn in mind.

### **Review of recent/Pentecost Sundays**

- People speaking at the pulpit need to make sure the mic is closer to their mouth
- Altar Guild...add more grape juice cups for communion

The worship participant calendar is finalized and sent out by Lori

September 1st is the **Blessing of the Ministry of the Laity in Daily Life with the blessing of our (Laity) Tools** service.

**September 8th** will be the 1st of the skits celebrating our 70th Anniversary by Larry Moeller

**September 15th** is the outdoor service. BAM will be asked to help with set up.

Jane is in the process of making an information board for our committee to be displayed at the **Ministry Fair on September 15th**. Jane will not be there to man the booth and has asked for volunteers to be there to answer questions. There will be sign up sheets on the table for people who are interested. We are especially in need of more volunteers to serve as Assisting Minister, Communion Assistant, Acolyte and Crucifer.

**October 5th** at 9:30 will be a Blessing of the Animals. Pastor Mark will lead a brief service outside on the front patio. Pet parents are asked to have pets on leashes or in carriers.

**October 13th** is another anniversary skit.

**October 20th** will be a Healing (Wholeness) Service. It will be publicized and explained.

**October 27th** is Reformation Sunday. Brass will perform, and we will have Spirit Poles along with cardboard Martin Luther. Wear Red.

**November 3rd** is All Saints Sunday

- Tables for photos of lost loved ones and votives will be placed around the table to be lit.
- Tables will be just inside the sanctuary to the left.



- Names of members who have passed this year will be read along with a bell chime

**November 10th** is another anniversary skit.

**November 24th** is Christ the King Sunday

- Celebrate Thanksgiving "Harvest Home" with fall decorations. Donations welcome.
- Color: White

### **Advent**

- Each Advent Sunday we will add one person to help light the Advent candle. Illy will get those people.
- As the candles are lit there will be a reading to accompany the lighting.
- There will be a progressive tree decorating this year.
- December 8th the tree will be up in the sanctuary
- December 15th the tree will be lit
- December 22rd the Chrismons will be added

**Christmas Eve Service** - 5:30 pm with special music beginning at 5:15

- Spirit Poles
- Readings by the Youth
- Children's program

**Improving the YouTube viewing experience** - Mary spoke with Chris Cagle who has agreed to come to Messiah and look at the sanctuary to make suggestions on improved sound for the YouTube viewing. There is "dead" space around the altar that make hearing everything difficult. A committee of Mary, Mike Driskill, Michele Wilson and Jon Driskill have taken on this project. They are looking into moving some of the hanging microphones. An additional suggestion is that Lectors read the entire Psalm so those at home can hear it in its entirety.

Finally, we will add a second Anointing Sunday per month. This will occur on the 3rd Sunday of each month.

Meeting closed with the Lord's Prayer and ended at 8:20

Respectfully submitted by Lori West

Messiah Lutheran Church  
**BADENHOP FUND STEERING COMMITTEE MINUTES**  
August 13, 2024

**ATTENDING**

Becky BREEDEN, *Pastor* Mark CERNIGLIA, Mike DRISKILL, Doris FEATHERSTON, *Parish Nurse* Mary Sophia HAWKS, Treasurer Steve HESS, Martha MACCABE, *Chair* Mary Ellen WHITSON  
(Absent: none)

**COUNCIL ACTION REQUIRED:** None

**MEETING MINUTES**

1. Mary Sophia (MSH) opened the August meeting of the Badenhop Fund Steering Committee (BFC) with prayer at 2:05 PM.
2. Steve reviewed BFC's current finances:
  1. Finances are generally on track for the year, but this month's detailed analysis has been delayed. We will receive an email update in a few days.
  2. The funds transfer to the Children and Youth Faith Formation (CYFF) fund, approved at our last meeting, took place in July.
  3. Steve noted that BFC budgeted an average of \$1182 per month for donations this year. We are still roughly complying with that, though the CYFF money may have put us slightly behind temporarily.
3. BFC items for Messiah members:
  1. No new requests have been received this month.
  2. MSH noted two members have new medical problems which may require BFC's attention in the future.
4. "Neighbor in need" update (by Martha):
  1. She is being treated for severe knee pain, but generally is not feeling well. The living areas of her house are being cleaned regularly and she is eating well.
  2. No additional help from BFC is currently indicated.
5. Knoxville/Knox County Office for Aging: MSH noted we had not contributed in some time to this organization, which helps many of our members. Mike moved we donate \$1000; seconded and passed.
6. Sound system update:
  1. Moving worship service streaming from Facebook to YouTube has been successful. Several older members have noted the improvement.
  2. Mary Phillips, Michele Wilson, and Mike Driskill met to review the previous initial acoustical study (which predates the 2012 renovation of the space). Study of both electronic and physical improvements to the space is underway.
7. MSH adjourned the meeting at 2:34 PM.

**NEXT MEETING:** 2:00 PM, Tuesday, September 10, 2024 - via Zoom.

Messiah Lutheran Church  
**BADENHOP FUND STEERING COMMITTEE MINUTES**  
September 10, 2024

**ATTENDING**

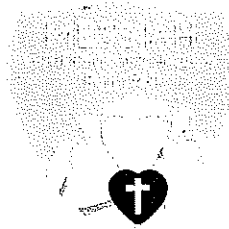
Becky BREEDEN, Mike DRISKILL, Doris FEATHERSTON, *Parish Nurse* Mary Sophia HAWKS, *Treasurer* Steve HESS, Martha MACCABE, *Chair* Mary Ellen WHITSON (Absent: Pastor Mark CERNIGLIA)

**COUNCIL ACTION REQUIRED:** None

**MEETING MINUTES**

1. Mary Sophia (MSH) opened the September meeting of the Badenhop Fund Steering Committee (BFC) at 2:07 with prayer.
2. Steve reviewed BFC's current finances:
  1. Because of the early meeting date, the month's final financial notes are not finalized, but should be published tomorrow.
  2. Steve noted finances are generally on track, the year and expenditures at 67%. Some minor items are slightly above
  3. Approx. \$93,000 is the current fund balance. This is approximately 9 months' expenses; our next receipt of funds will be in about 6 months.
3. BFC Messiah member items:
  1. A member's transportation from her care facility to medical appointments is much more expensive when done by the facility. MSH moved we do the upcoming two upcoming transfers ourselves. Motion seconded and passed.
4. BFC community items:
  1. SPARK (formerly ETAC) is a 501c3 that cleans and services used medical equipment, for re-use at advantageous prices. We have used them many times. Mary Ellen moved we donate \$1000. Seconded and passed. (MSH additionally noted that Krispy Kreme donuts purchased through SPARK's site send them half the profit).
5. "Neighbor in need" update (by Martha):
  1. She fell and broke her left wrist and two arm bones. This was treated with pins and screws, but she is in pain and using a sling. She is using a rolling walker. MSH noted we can provide a type which is easier to use with one hand, if needed.
  2. She had problems with her phone, disrupting contact with her physician, etc. Martha loaned her a phone, but a new phone and modem are now in place and appear to be working well.
6. Two toilets in the upstairs women's main toilet are not working. Odor is extremely objectionable. Health concerns have been raised which could be critical for older users. Steve noted that Messiah has plenty of funds for such repairs. This is an urgent concern. (*Post-meeting note: Property has scheduled a plumber to be on site tomorrow morning.*)
7. MSH adjourned the meeting at 2:39 PM.

**NEXT MEETING:** 2:00 PM, Tuesday, October 8, 2024 - via Zoom.



## Property COMMITTEE MINUTES

*Day/Date of Meeting*

Committee members present: N/A

Committee members absent: N/A

Guests present: N/A

Meeting held: ☐ In Person ☐ via Zoom

### **OLD BUSINESS**

1. Need to install parts to repair bad Gas stove pilots
2. Evaluating other options to complete the exterior metal surface repainting work at a lower cost – Likely with volunteers. Front Steel Posts prepped and painted during God's Work Our Hands Day. Will review over time. Planning another work Day for Saturday October 26th
3. Converting existing Fluorescent Lighting to LED. LED Lamps have been ordered – Lamps have arrived and are currently stored at Messiah. Need to develop a team and plan to execute install of lamps.
5. Ed Wing Women's Room Handicapped toilet repaired but is leaking again. Need to call Plumber back.
6. A significant change in our water usage occurred in April. After repeated high usage discovered a second toilet in the Ed Wing Ladies room was dripping water. Shutting off this toilet appears to have resolved the high water usage. Need to bring in a plumber.
7. Mary Philips has suggested adding a microphone or two in the Sanctuary so that the Hand Bells can be heard better when streaming the Service – Property to review
8. Met with Rep from United Elevator Services to discuss a change in Elevator Maintenance Contractor. UES is a local company servicing elevators not a corporate giant. United Elevator Services is offering an Annual Service Agreement for approximately \$1,800.00 per year (Copy attached for Council Review). Regular inspections and servicing covered under the agreement. Replacement of broken parts not covered under the agreement will be quoted separately. Property & Finance recommend accepting the Service agreement.
9. Tree & Brush removal – Two Proposals received to deal with trees damaged by recent storms, and the overgrowth of the Fourth Creek Drainage on east side of Messiah. See attached for prices.

### **ACTION ITEMS FOR COUNCIL**

Review proposed Service Agreement from United Elevator Services recommended by Property & Finance. To accept the agreement, must be signed by Council President.

Discuss Tree and brush removal proposals.

**Next Meeting:** *TBD*

**Minutes submitted by:** Jonathan Driskill, Committee Chair



Post Office Box 1308, Knoxville, TN 37901 865.573.0731 / 800.338.0064

## FULL MAINTENANCE SERVICE AGREEMENT 8 Hour Callbacks

TO: Messiah Evangelical Lutheran Church  
6900 Kingston Pike  
Knoxville, TN 37919

DATE: September 4, 2024

The undersigned, **UNITED ELEVATOR SERVICES, LLC ("UES")**, pursuant to the TERMS AND CONDITIONS of this Full Maintenance Service Agreement ("Agreement") does hereby agree to furnish to the Customer the services described herein, beginning on the Commencement Date shown, at the above referenced building address for the equipment listed on Schedule 1 below ("Equipment"),

### SCHEDULE 1

#### *Equipment*

One (1) Hydraulic Passenger Elevator

Agreed and Accepted By on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

Accepted by Owner/Agent

Approved for United Elevator Services, LLC

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Print \_\_\_\_\_

Print P. David Vickers

Title \_\_\_\_\_

Title Chief Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal.



## **START AND TERMINATION**

This service shall begin on the Commencement Date and shall continue for a period of five (5) years (the "Term"). At the end of the Term, the Agreement shall renew for additional five (5) years term unless terminated by either party hereto by delivering written notice to the non-terminating party of the terminating party's intent to terminate the Agreement at least ninety (90) days in advance of the anniversary date of the Agreement's current 5-year term.

Should the property where the Equipment is located be sold or use of this property be changed, resulting in a different environment for the Equipment covered by this Agreement, **UES** has the sole right to cancel this Agreement or adjust pricing accordingly in any such event.

Commencement Date: **Upon Authorized Signature of Agreement**

## **INSPECTIONS**

Service shall consist of examinations and lubrication including oiling and/or cleaning of each machine, motor, valve, pump and controller; oiling and/or greasing bearings and guides; and making necessary minor adjustments at the time of regular examination. The examinations include examination of signal devices, enclosures, door operation and interlocks. **UES** will furnish all lubricants. **Cleaning of pits and car tops is included.**

## **MINOR PARTS**

In addition to all the services and materials specified above, **UES** will further furnish all controller contacts, limit switch contacts, interlock contacts, contact insulators, contact springs, and signal fixture lamps as necessary. **UES** will re-lamp signal fixtures only on a regularly scheduled visit.

## **MAJOR PARTS**

**UES** will regularly and systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair, or replace Machine, Motor, Brakes, Pump, Valve, Hydraulic Packing, Microprocessors, Controllers, Electronic Boards, Door Operator, Reversing Edge, Guide Shoes/Rollers, and Conductor Cables.

## **EMERGENCY REPAIRS**

This callback service will be made upon request if trouble should develop, or difficulties arise between **UES's** regular examinations. All work covered under this Agreement is to be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm. **24/7 monitoring of your emergency phone is included at no additional charge.**

Overtime examinations, repairs or emergency minor adjustment call-back services are not included in this Agreement. For Customer requested callbacks outside of regular working hours including for travel. For all callback services provided by **UES** which are outside the scope of this agreement (examples being repairs caused by vandalism, mis-use, weather, fire, water, lightning, acts of nature or building power issues) either during normal working hours or overtime hours, the customer will be billed at the applicable standard billing rate.

If the Equipment is malfunctioning or is in a dangerous condition, Customer agrees to notify **UES** as soon as possible by phone. Until the problem is corrected, Customer agrees to remove the malfunctioning unit from service and take all necessary precautions to prevent access or use.

## **SAFETY TESTS**

**UES** will perform the annual pressure release test required by the AHJ on hydraulic elevators. **UES** will provide the annual no load safety test. **UES** assumes no responsibility for any damage to the elevator or building pursuant to these tests.

If Customer's system requires a safety test at the commencement date of this Agreement and Customer's system fails the safety test, it is Customer's responsibility to make any repairs necessary to the Equipment in order for the elevator to pass this safety test and/or to be put in acceptable condition for coverage under the terms of this Agreement. Customer assumes responsibility for the cost of correcting all elevator code violations existing prior to and on the date of this Agreement.



## **PERFORMANCE**

UES will use trained personnel to maintain the original performance and contract speed where applicable.

## **FIREFIGHTERS' SERVICE TEST**

If the Equipment has firefighter's service, **UES** will perform the test twice a year and log those tests in the machine room as required by Tennessee Code. Customer assumes responsibility for performing and keeping a record of any additional Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

## **TWO WAY COMMUNICATIONS TEST**

Customer assumes responsibility for performing and keeping a record of monthly tests of the elevator two-way communication device (telephone, intercom, etc...). A checklist will be provided in the elevator machine room that shows that device in each elevator was tested, what, if any deficiencies, and that those deficiencies were corrected.

## **TWO WAY COMMUNICATIONS**

If proprietary communications devices are present, then we will provide a price for adding a non-proprietary communication device. Customer remains responsible for land line, VOIP, or cell bridge contracts and costs.

## **OBSOLESCENCE**

During the term of this agreement, a component may be found to be obsolete and will no longer be covered by this agreement. Should an obsolete component need replacement, UES will provide the Customer with a separate quotation for the price of the component(s). If modifications are required to accommodate the replacement of obsolete components, then those modifications will also be billable at the Customer's expense.

Components are defined without limitations as any software, software module, firmware, part, assembly, or product. Obsolete components are those that are designated obsolete by the OEM or due to lack of conformance to codes or standards that mandate the use of a component be discontinued for safety. Components that are available from a third-party manufacturer that are economically suitable within accepted industry standards will not be considered obsolete. There will be no exceptions to the above due to the fact a part could be custom made or found for a price outside industry standards. UES will not be required to provide used or re-conditioned components. Components that are provided to replace an obsolete component will be covered under this agreement.

## **GENERAL CONDITIONS**

The following items of elevator equipment are excluded under this Agreement: Pistons, piston cylinders, outer casing and other underground pipe and connections; refinishing, repairing or replacement of car enclosure, cab flooring, hoistway entrance frames, hoistway door panels and sills, power switches and feeders to controllers, heat and smoke sensing devices, cab light fixtures and fluorescent tubes, two-way communication devices, exhaust fans, steel guide rail replacement or realignment. We further exclude proprietary software and machinery, MRL drives, motors, hoist machines, and suspension means.

Should it be necessary to order parts, the customer may elect to have the parts shipped overnight or with expedited shipping for an additional charge.

For existing installations Customer agrees to provide **UES** with current wiring diagrams that reflect all changes to the Equipment, parts catalogs, and maintenance instructions for the Equipment covered by this Agreement. Customer agrees to authorize **UES** to make a copy of these documents for backup purposes. Customer also agrees to authorize **UES** to produce a single copy of any programmable chip or device used in the Equipment for the purpose of archival back-up of the software embodied therein. These items will remain Customer's property.

**UES** shall not be obligated to make other safety tests, equipment adjustments, or install new attachments or upgrades whether or not recommended or directed by insurance companies or by federal, State, municipal, ASME codes, or other authorities. **UES** shall not be obliged to make equipment adjustments to achieve Code required new or retroactive code changes. Should such repairs, upgrades, tests or modernizations be required, **UES** will provide the Customer with a detailed proposal of such changes with pricing for the Customer's acceptance and approval. **UES** is not responsible for renewals or repairs necessitated by fluctuations in building AC power systems, fire and security alarms, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.





## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

In consideration of **UES** performing the services herein specified, Customer expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit **UES**, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against **UES**, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Customer or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Agreement, or the associated areas surrounding such equipment. Customer's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the sole negligence of **UES** and/or its employees. Customer recognizes that Customer's obligation to **UES** under this clause includes payment of all fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

In consideration of the performance of the services and the furnishing of the materials as specified above at the price stated, Customer acknowledges and agrees that **UES** assumes no liability on the account of accidents to persons or damage to persons or property; and that Customer's own responsibility for damage to persons or property while riding on or being in or about the elevators referred to in this Agreement is in no way mitigated or abated.

Customer hereby acknowledges that **UES** is not required to make renewals or repairs necessitated by reason of Customer or any third party's negligence or misuse of the Equipment or by reason of any other cause beyond **UES's** control except ordinary wear and tear of the Equipment. **UES** shall not be required to install new attachments on the elevators as recommended or directed by insurance companies, by governmental authorities, by parts obsolescence, or to make any replacements mentioned herein with parts of a different design. It is further agreed that Customer, as the purchaser, will not permit others to make alterations, adjustments, repairs, or replacements to the Equipment. The cost to replace obsolete parts, or other items beyond **UES's** control, shall be at the Customer's expense.

## **PRICING**

Pricing terms for this Agreement are set forth on **Schedule 2** attached hereto.

Charges from third parties or owners to process invoices, paper work, etc. are not part of this Agreement and will be passed on and payable by the Customer as additional costs.

The Agreement price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost in the month of the anniversary of the commencement of the service. **UES** reserves the right to make additional adjustments at that time to the price of its service under this Agreement and/or enact surcharges as needed for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate.

Payment in full is due by the 10th of the month following Billing Date and shall be considered in arrears after that date. At any time monthly payments are not timely paid, **UES** reserves the right to withhold further service and void the between examination call-back and parts included clauses of this Agreement until such monthly payments are brought current. **Automatic payment options are on the last page of this Agreement.**

Customer agrees to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, court costs, attorney's fees, or collection costs) incurred by us to collect overdue amounts.

Failure to pay any sum due to **UES** by Customer related to the equipment described in this Agreement within sixty (60) days will be a material breach, regardless of whether it is billed pursuant to this Agreement or any other. **UES** may at its option choose one of the following: 1) Suspend all service until all amounts due have been paid in full. 2) Declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate this Agreement. If **UES** suspends for non-payment, **UES** shall not be responsible for personal injury, death, damage to property, (including elevator equipment) or losses of any other type or kind that is in any way related to the elevator during suspension of service. Upon resumption of service, Customer will be responsible for payment to **UES** for all costs, if any, incurred by **UES** that result from the suspension of service.



### **CUSTOMER REPLACEMENT OBLIGATIONS**

The items listed on Schedule 3 show considerable wear and will have to be replaced in the near future. To provide Customer with the maximum of service from these items, **UES** is accepting them in their present condition with the understanding that Customer is to pay in addition to the base amount of this Agreement, the additional cost to replace such items at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. Customer is to pay for that portion of the life of the items used from the date of installation to the date of this Agreement and **UES** is to pay for that portion used since the date of this Agreement.

### **MISCELLANEOUS**

No other changes in or additions to this Agreement shall be recognized unless made in writing and signed by both parties hereto. This Agreement is not binding upon **UES** until signed by Chief Manager.

Other than specifically mentioned herein, no work, service or liability on the part of **UES** is included or intended. It is further agreed that we do not assume possession or management of any part of the Equipment, but such remains exclusively the Customer's as owner (or lessee).

**UES** shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall **UES** be liable for any consequential, special, or indirect damages. **UES** shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and Customer expressly agrees to release and discharge **UES** from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In no event shall **UES's** liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

**CUSTOMER HEREBY WAIVES TRIAL BY JURY.** Customer agrees that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Customer consents to jurisdiction of the courts, both State and Federal to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

**UES's** rights under this Agreement shall be cumulative and its failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by **UES** in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Customer's acceptance of this Agreement and its approval by an authorized manager of **UES** will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Customer's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by Customer and **UES**.

Respectfully submitted:

*Shawn Lyness*

Shawn Lyness  
Sales Representative  
Knoxville Office



## SCHEDULE 2

### *Pricing Terms*

Cost of agreement -- Payable Quarterly in advance, @ a rate of One Hundred Sixty and 00/100 Dollars (\$160.00) per month or \$450.00 per quarter.

-The above price is to remain locked and unchanged for the first 2 years of this agreement.

-Annual increases following the first 2 year price lock are to be capped at 4%

UES offers a 3% discount for annual payment in advance. If you would like to take advantage of this discount, please initial acceptance of 3% discount.

Initials: \_\_\_\_\_

Payment may be made by check, credit card, or by direct debit. Please indicate your preference:

☐ Check

☐ Credit Card (3% processing fee)

☐ Direct Debit (ACH)

See page 7 of 7 for details on electronic payment

## SCHEDULE 3

### *Worn or Damaged Items*

-Upon onsite survey performed on August 30, 2024,, the annual test is past due. UES will complete this annual pressure test under this agreement.

-There is currently a code violation red tag on the inspection station. UES will and has tried to get information from the state elevator inspector for the reason of this tag and thus far has been unsuccessful. In the event any code violations will need to be resolved, UES will quote parts and or labor accordingly. There were no obvious violations upon survey.



## Credit Card Payment Authorization

☐ One-Time Payment or ☐ Recurring Payment

I \_\_\_\_\_ authorize United Elevator Services, LLC to charge my credit card either,  
(Cardholder's name)  
one-time or recurring (depending on my selection above) for payment of products / services incurred for doing business with United Elevator Services, LLC. I agree the payment amount may fluctuate depending upon the product or services rendered. United Elevator Services, LLC will provide notification of substantial fluctuations via email for these instances.

### Billing Information

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Email\*

### Payment Options

Checks may be sent to United Elevator Services, PO Box 1308, Knoxville, TN 37901

To pay electronically with Credit Card or Check:

Please visit us as [www.unitedelevators.com](http://www.unitedelevators.com) to go directly to our secure payment portal. Visa, Mastercard, and personal check are accepted. All credit/debit card transactions will be subject to a 3% processing fee.

#### ACH Payments

As an alternative to paying by check, we encourage you to pay us using **direct Automatic Clearing House (ACH) credits**. ACH credit payments can be initiated from your cash management or accounts payable system using the following banking information as the destination for the payment.

**United Elevator Services, LLC    Routing Number: 021052053    Account Number: 99498069**

To be properly credited, please ensure that your account number (Customer Number) and all invoice numbers are included with your payment in the addenda record fields of either the Cash Concentration and Disbursement Plus One Addenda Record (CCD+) or Corporate Trade Exchange (CTX). If you have any questions, please contact us at 865-573-0731 Ext 1006.

estimated 396261

Statement	DATE 9/2/24	TERMS Tree Service
TO 6900 Kingston Pike Knoxville T-N		

IN ACCOUNT WITH	Chavez Tree Service Antonio Chavez Tree
-----------------	--

① bill bill Tree complete  
Removed \$2400

② Clean Trees Fallen  
along The ditch  
and Limbs broken beside  
The Church  
\$3600

③ Removed brush  
on The ditch  
and chipping it  
\$3200

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT
---------	--------------	--------------	--------------



# East TN Tree Service Inc.

## PROPOSAL

Please sign and return to  
the office.

**East TN Tree Service**  
1258 Topside Rd Louisville, TN 37777  
865-806-7320





**Tinker 20240903**

Tuesday, September 3, 2024

Mike Tinker  
6900 Kingston Pike  
Knoxville, TN 37919  
Mobile: 865-680-8576

**Salesperson:** Chad Benton  
chad@easttntreeservice.com

**Worksite:** 6900 Kingston Pike  
Knoxville, TN 37919

#	Item	Description	Qty	Cost
1	Maple	<b>Tree Trim T-Crew</b> Remove broken limbs on 2 trees on right side of the building	2	\$950.00
				
2	Oak	<b>Tree Removal Crane</b> Cut down and haul off tree in back parking lot that is over shed	1	\$3,000.00
				
3	Tree(s)	<b>Tree Removal S Manual</b> Behind the church along the creek/water drainage area has multiple trees down and need to be cleaned up	5	\$2,500.00
				
4	Tree(s)	<b>Tree Removal S Manual</b> On both side of the run of area headed under Kingston Pike, remove all trash and scrub trees along that area on both sides	1	\$4,000.00
				

**Subtotal:** \$10,450.00

**Tax:** \$0.00

**Total:** **\$10,450.00**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- *Stump Grinding is not included, unless otherwise noted as a separate line item above.*
- *Payment is due at the time of service.*
- *Payment may be made by cash, check, cashier's check, money order or credit/debit card.*
- *Card transactions incur a 3% convenience fee.*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wyatt Insurance Services, Inc Suite 105 312 Prosperity Road Knoxville TN 37923		<b>CONTACT NAME:</b> Connor Tracy <b>PHONE (A/C, No, Ext):</b> (865) 470-9654 <b>FAX (A/C, No):</b> (865) 470-9431 <b>E-MAIL ADDRESS:</b> info@wyattinsurance.com	
<b>INSURED</b> East TN Tree Service, Inc and East TN Mulch & Organics, LLC 1258 Topside Rd. Louisville TN 37777-5505		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> West Bend Mutual Insurance Company <b>NAIC #</b> 15350 <b>INSURER B:</b> Insurance Company of the West <b>27847</b> <b>INSURER C:</b> Everest National Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: CL23121131023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Per Project per Contract			B148822	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B148822	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			B148822	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WTE-5068832-01	12/15/2023	12/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Leased/Rented Equipment			01MRIM0000526-00	6/15/2023	6/15/2024	Limit 100,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Evidence of Insurance

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrew Huddleston/TFB

ACORD 25 (2014/01)  
INS025 (201401)

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**Blount County  
Business Tax Standard License**

September 11, 2023

EAST TN TREE SERVICE, INC  
1258 TOPSIDE RD  
LOUISVILLE TN 37777-5505

Letter ID: L0237173312  
Expiration Date: 15-Aug-2024  
Return Due By: 15-Jul-2024

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001264300 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on July 15, 2024. Please visit [www.tn.gov/revenue](http://www.tn.gov/revenue) for additional information.

**Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. 5-39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.**

**DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA**

✂.....

**Blount County  
Business Tax Standard License**

**This certificate must be publicly displayed.**

EAST TN TREE SERVICE, INC  
1258 TOPSIDE RD  
LOUISVILLE TN 37777-5505

Date Issued: 11-Sep-2023  
Classification: 3  
Letter ID: L0237173312  
License Number: 1001264300  
Expiration Date: 15-Aug-2024



## **SERVICE AGREEMENT**

(Executed after Proposal Acceptance)

THIS SERVICE AGREEMENT (this "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") is by and between East TN Tree Service, Inc. ("ETTS"), and \_\_\_\_\_ ("Customer"), whose address is \_\_\_\_\_.

IN CONSIDERATION OF the mutual terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. **Scope of Work – The Contract Documents.** ETTS shall provide to Customer only those services (the "Work") specifically detailed in the Customer Proposal(s) by and between ETTS and Customer from time to time (collectively, the "Proposals"), which are hereby incorporated by reference. This Agreement and the Proposals represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. This Agreement and any Proposals may only be amended by a writing signed by both Customer and ETTS. Any Proposal(s) entered into by the parties hereto after the Effective Date of this Agreement shall be included in this Agreement as an addendum, effective as of the date such subsequent Proposals are signed by Customer and ETTS.

II. **Date of Commencement.** ETTS shall not commence the Work until this Agreement is signed by Customer and returned to ETTS. After this Agreement is signed by Customer and returned to ETTS, ETTS will commence the Work as soon as the weather, environmental conditions, and work-schedule/equipment availability reasonably permit. Customer understands and agrees that certain weather conditions and/or environmental conditions may prohibit ETTS from safely and adequately performing the Work described herein on the estimated timetable provided by ETTS. Any timetable provided by ETTS is for informational purposes only and is not a binding commitment on the part of ETTS to perform the Work by a specified date.

### **III. Special Provisions**

- ETTS will use commercially reasonable efforts to attempt to minimize any damage to property in ETTS' performance of the Work. Customer understands, however, that despite ETTS's efforts, damages may result simply due to the nature of tree removal and the inherent risks involved. Such risks may include, in instances where trees fall on existing structures, further damage to such structures sustained in the course of tree removal. Customer expressly assumes these risks and hereby releases ETTS from liability for same. Customer shall be responsible for making any underground utility notifications related to the Work. Customer shall notify ETTS in writing within thirty (30) days of the date the Work is performed of any damages allegedly caused by ETTS.

- ETTS will use commercially reasonable efforts to minimize all disturbances to Customer's lawn and surfaces (including, without limitation, driveways and hardscapes). However, Customer acknowledges and agrees that (i) it is normal to have some dents in the yard during tree work as a result of falling wood and other aspects of the Work and (ii) ETTS' equipment is heavy and may cause cracking, settling, or other damage to driveways and hardscapes. This is especially true during tree removals or in wet conditions. It is also normal to have temporary damage to turf grasses from the Work. ETTS can take extra measures to mitigate such damage to turf grasses, but this will add labor costs to the job and must be specified in the Proposal. In all instances, Customer assumes the risk of damage to Customer's lawn and surfaces (including, without limitation, driveways and hardscapes) in connection with the Work and hereby releases ETTS from liability for same.

- ETTS shall not be responsible for tree-stump removal unless such work is specifically listed in the Proposal agreed to by the parties.

- Customer shall have all areas of Customer's property identified by ETTS cleared prior to ETTS's arrival on the day Work commences. Customer understands and agrees that it is necessary to have the entire Work area identified by ETTS cleared in order for ETTS personnel and equipment to access the Work area. Customer understands and agrees that

should ETTS personnel and/or equipment be unable to access any portion of the Work area on the day Work commences, ETTS is not required to perform the Work and, recognizing that ETTS' damages would be difficult or impossible to calculate, Customer shall pay ETTS a service-fee of \$500.00 as liquidated damages and not as a penalty.

- Any additional work or equipment required to complete the Work, caused by previously unknown foreign material in the tree trunk, the tree branches, underground, or any other condition not apparent in estimating the Work, shall be paid for by Customer on a time and material basis.
- ETTS sometimes offers roof tarping as a service as part of an emergency job. However, Customer understands and agrees that ETTS offers this service simply as a courtesy and ETTS accepts no responsibility for any further damage to Customer's property and Customer hereby releases ETTS for same. Customer is advised to contact a roofer as soon as possible.
- Customer shall obtain prior permission from Customer's neighbors for ETTS personnel and equipment to enter neighbors' property to perform Work on Customer's property. In such instance, Customer, and not ETTS, shall be liable for any damages to the neighbor's property arising out of the Work and Customer hereby releases ETTS for same.
- **ETTS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE WORK, INCLUDING, WITHOUT LIMITATION, ANY PLANT HEALTH CARE SERVICES, PROVIDED UNDER THIS AGREEMENT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, ETTS HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- **THIS DOCUMENT CAUSES CUSTOMER TO RELEASE ETTS FROM CERTAIN DAMAGES. PLEASE REVIEW IT CAREFULLY.**

**IV. Cancellation.** Customer agrees that notice of cancellation of this Agreement or any Proposal must be provided to ETTS at least 24 hours prior to the commencement of Work. Should Customer fail to provide at least a 24 hour notice, Customer, recognizing that ETTS' damages would be difficult or impossible to calculate, shall be liable to ETTS for a \$500.00 cancellation fee as liquidated damages and not as a penalty payable upon ETTS's demand.

**V. Indemnification.** Customer shall indemnify, defend, and hold harmless ETTS from and against all damages arising out of or related to (i) any breach or violation of any representation, warranty, or covenant of Customer in this Agreement, (ii) any risk or damages expressly assumed by Customer pursuant to this Agreement, and (iii) the performance of the Work by ETTS, provided, however, that Customer's obligations under this subsection (iii) shall not apply to instances of ETTS' gross negligence or intentional misconduct.

**VI. Terms of Payment: Fuel Surcharge.** Customer shall pay ETTS in full within 30 days upon substantial completion of the Work. Customer's failure to remit full payment within 30 days will result in a finance charge of 3% per month up to the maximum allowable interest permitted by law. In the event that Customer pays via credit card, Customer shall pay ETTS a 3% transaction fee. Alternate payment arrangements may be made, however all such arrangements must be in writing. **The equipment used to perform the Work can require considerable amounts of fuel to operate. Accordingly, ETTS may, in its commercially reasonable discretion, charge Customer a fuel surcharge to account for changing fuel prices.**

**VII. Severability: Survival.** In the event that any provision of this Agreement or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make such Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws. Each term and provision of this Agreement that should by its terms survive any termination or expiration of this Agreement, including, without limitation, Customer's payment obligations hereunder, shall so survive such termination.

**VIII. Governing Law.** The Agreement and Proposal shall be governed by and construed in accordance with the laws of the State of Tennessee and the federal laws of the United States of America. The parties hereto consent to submit to the jurisdiction of the Courts of the State of Tennessee located in Knoxville, TN for any actions, suits or proceedings arising out of or relating to this Agreement or the Proposals and each party hereto irrevocably submits to the exclusive

jurisdiction of the Courts of the State of Tennessee located in Knoxville, TN for any actions, suits or proceedings arising out of or relating to this Agreement or the Proposals and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each of the parties hereto irrevocably and unconditionally waives any objection to venue of any suit, action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

**IX. Actions.** NO ACTION SHALL BE BROUGHT BY CUSTOMER FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE WORK MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

**X. No Partnership.** Nothing in this Agreement, and no course of dealing between the parties hereto, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents.

**XI. Force Majeure.** ETTS shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, pandemic, acts or omissions of suppliers and other third parties, act of government including, without limitation, quarantines, safer at home orders, or public health directives, strikes, unavailability of materials, personnel, equipment, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of ETTS.

**XII. Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**XIII. Attorney's Fees; Remedies.** If ETTS incurs any reasonable attorney's fees, court, arbitration, mediation, or other costs and expenses or professional collection services fees (collectively, "Legal Expenses") associated with (i) ETTS' enforcement of this Agreement or any of its rights under this Agreement or (ii) ETTS' attempts to collect payment under this Agreement, ETTS shall, regardless of whether litigation is actually commenced, be entitled to recover such Legal Expenses from Customer and Customer shall promptly pay such Legal Expenses on demand. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

**XIV. Online Reviews.** Customer agrees that, prior to making, writing, or otherwise posting or publishing any negative and/or disparaging reviews and/or remarks regarding ETTS in relation to this Agreement, the Work, or the Proposals, Customer will first provide written notice to ETTS, via US mail addressed to: East TN Tree Service, Inc., 1258 Topside Road, Louisville, TN 37777 at least ten (10) days prior to posting, of the issue(s) Customer is dissatisfied with that would be the subject of Customer's online postings, and Customer agrees to provide ETTS with at least ten (10) days in which Customer's dissatisfaction can be addressed by ETTS prior to Customer posting such negative or disparaging content online.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ETTS

9/3/2024

\_\_\_\_\_  
Date

### Tree Work Proposals

		East TN Tree	Chavez Tree Service
1	Cut Down and Haul off tree in back parking lot that is ov	\$ 3,000.00	\$ 2,400.00
2	Clear Storm Damage - Fourth Creek Drainage along back Property Line	\$ 2,500.00	\$ 3,600.00
3	Clear growth, both sides, Fourth Creek Drainage ditch from Bridge to Kingston Pike Culvert	\$ 4,000.00	\$ 3,200.00
		\$ 9,500.00	\$ 9,200.00

Broken Limbs in trees on west side of Sanctuary are being dealt with seperately

*Hello DJC members*

*I attended the Pride Interfaith Knoxville (PIK) quarterly meeting yesterday. Below are some strictly unofficial notes and observations. This is an excellent organization which is well aligned with our goals at Messiah. I would like to see us become more active in it, with DJC leading the way.*

*Thanks - Mike D*

ATTENDEES:

Rabbi Raina Siroty of Temple Beth El (TBE) was our host. Carolyn Rogers (Tennessee Valley Unitarian - TVUUC) chaired the meeting. Pastor Katina Sharp (Powell Presbyterian); Steve Lewis, Kathy Young, Bill Pedall (TBE); Tanya Barnett, Linda Minor (Church of the Savior - UCC); and Kristy Starks Wynn (Independent) also attended.

NOTES:

- + Carolyn reviewed this year's successful Pride Interfaith gathering in June, which had "Queer Paths to Spiritual Healing" as its theme.
- + We primarily discussed ideas for next year's Gathering. It will be held June 1, 2025 (the first Sunday in June will be the date in future years as well).
- + Finding a "non-church" facility to host the gathering next year is a priority. This is a sensitive issue for many LGBTQ persons. The Lakeshore Pavilion was discussed but expense may be prohibitive.
- + I was interested to learn that Reform Judaism was one of the first religious groups in the US to actively support the LGBTQ community, and has been very active in that regard since the 1960's. They began performing same-sex unions in 2000, and have ordained trans persons since 2010.
- + Messiah needs to verify we have paid our annual \$100 PIK organization member dues! Note that individual memberships are available for \$25.
- + The other main discussion topic was legislative issues, especially Tennessee's continuing punitive attitude toward the LGBTQ community. Steve handed out some useful links as we prepare for the fall elections:

League of Women Voters: [www.lwv.org/local-leagues/lwvknoxville-knox-county](http://www.lwv.org/local-leagues/lwvknoxville-knox-county)

TN Election Commission: <https://sos.tn.gov/elections/guides/tennessee-state-election-commission>

Indivisible Tennessee: <https://indivisibletn.org/>

Change Tennessee: <https://changetn.vote/>

Win With Black Women: <https://www.winwithblackwomen.org/>

Knoxville Branch, NAACP: <https://www.knoxnaacp.org/>

Moms Demand Action for gun sense: <https://momsdemandaction.org/>

Everytown for Gun Safety: <https://www.everytown.org/>

- + Critical dates for the fall elections: Registration deadline October 7; Early voting October 16 - 31; Absentee ballot request deadline October 29.
- + The next meeting of this group will be November 7, 2024. Time and place TBA.

August Fellowship schedule



CAROLYN LAWHORN <clawh53@gmail.com>

Mon, Jul  
29,  
5:49 PM

to Judy, Angela, anne, Anne, Connie, Cristall, Rachel, Rick, Alice, kaynbone, Shannon, me

Hello Friends!

August is almost here and we will be hosting a couple of extra events this coming month, so wanted to touch base with you, so we can get our August schedule in your hands soon. Since most of you sent us the summer dates that you were NOT available last month, I'm just going to offer the following schedule--and if your plans have changed since last month, please do not hesitate to let me know and we'll certainly rearrange Sundays to accommodate those changes! And since August 4th is a New Member reception (after church service) and August 11th is our August Summer Brunch date, I have listed a few extra ladies to help out with setting up and cleaning after each event.

	<u>Treats</u>	<u>Coffee</u>	<u>Clean up</u>
Aug. 4	Carolyn Lawhorn	Carolyn Lawhorn	Carolyn Lawhorn, Cristal Mount
Aug. 11	Anne Driskill	Anne Driskill	Diane Christian, Angela Kronau, Carolyn Lawhorn, Judy Mennel
Aug. 18	Alice Ramsey	Alice Ramsey	Connie Cole
Aug. 25	Rachel Rushworth-Hollander		Carolyn Lawhorn

Notice that if you're assigned to bring treats, we have also assigned you to make the first pots of coffee, as well. Many Sundays, our coffee "fairy" (sweet Kay Bone) gets to church before any of us are able to, so coffee "magically" appears! But in case Kay does decide to take a Sunday off, we'll have coverage for that job. For August 4th, I have ordered a sheet cake and will purchase some cookies, as well, so I will set out a few treats before the service and then put out the cake and other refreshments after the service. I will also sent

out an announcement about our August Summer Brunch this week to give everyone a chance to bring a dish to share.

Let us know of any changes we need to make--and, as always, thanks so much for your help with this important church mission!

Peace,

Carolyn and Judy



September fellowship



**Judy Mennel**

Mon, Aug  
26,  
5:42 PM

to Angela, Anne, Anne, Rick, Connie, Cristall, Alice, Shannon, Kay, me

As always, if you find you have a conflict please let us know.

Date	Coffee	Treats	Clean-up
September 1	Judy	Diane	Judy
September 8	Connie	Diane	Cristall
September 15	Anne D	Anne D	Connie and Alice (I assigned 2 if needed since it's Ministry Fair Sunday)
September 22	Carolyn	Anne T	Anne T
September 29	Alice	Angela	Carolyn

Remember that Kay usually comes in early and gets the coffee ready. If you want, you can check with her to be sure she's not going to be out of town on your assigned day.

Thanks again for your assistance!

Judy and Carolyn

Parish Nurse Activity Report-August-2024-Messiah Lutheran Church												Mary Sophia Hawks, BSN, RN, GRN, Faith Community Nurse			
Contacts	January	February	March	April	May	June	July	August	September	October	November	December	2024		
Calls/Texts	90	70	87	125	81	68	64	74					659		
Office Visits	2	2	3	2	4	6	3	4					26		
Home Visits	7	3	10	4	5	7	4	6					46		
Hospital Visits	9	3	1	2	5	13							33		
Facility Visits	2	5	9	6	4	1	3	1					31		
MD Visits/Transport	7	4	4	11	8	2	3	5					44		
Consults/referrals	3	2	6	4	4	4	5	3					31		
Total	120	89	120	154	111	101	82	93	0	0	0	0	870		
Activities	4	3	4	6	1	4	3	3					28		
Meetings		5	5	5	5	6	5	5					36		
Special Projects	13	11	28		13	14	5	19					103		
Training					10								10		
Total	17	19	37	11	29	24	13	27	0	0	0	0	177		
Activities				Special Projects											
OWL's (1)				Parish Nurse News/OWLS/Prayer Concerns (19)											
Monthly Report Preparation (1)															
Coordination of OWLs meals (1)															
Delivery of OWLS meals (0)													Hours		
													Work	139	
													Sick Time	8	
													Vacation		
Meetings				Training									Holiday		
Congregational Care (0)													Bereavement	29	
Badenhop Steering Committee (1) Zoom													TOTAL	176 hours	
Meetings with Pastor Mark (4)													Mileage	138 miles	

## **Pastor Mark's Report to the Council**

*September 15, 2024*

The Call Committee has met a couple of times and has had an orientation meeting with Pastor Jonathan Hemphill, Assistant to Bishop Kevin Strickland. Pastor Hemphill preached at Messiah on August 25 and installed the Call Committee members. They are working on completing the MSP, which needs to be approved by the Council before being submitted to the Synod office.

Sunday School has begun again after taking a break during the summer. I will be teaching a couple of Adult Sunday School classes about my experiences in Lithuania and Eastern Europe, as well as a class on the Confessing Church movement in Germany as background for a study on Christian Nationalism.

I am also working with Pastor Stephen Friedrich at Peace Lutheran and Pastor Amy Figg at St. John's Lutheran to develop Confirmation Ministry together.

Last week we hosted Bishop Karen Castillo and Diego Gil from the Augustinian Lutheran Church of Guatemala (ILAG) at Messiah on September 12. This coming week I will be leading a group from Messiah on a Civil Rights Pilgrimage to Birmingham and Montgomery, Alabama.

I'm also excited about Village Vibe coming up on September 25 with our neighbors in the community and Theology Pub on September 27, with a Parents' Night Out option to support young families.

We have a couple of more opportunities for outreach in October, with a Blessing of the Animals scheduled for the feast day of St. Francis of Assisi on Saturday, October 5 and a service of Wholeness for the feast day of St. Luke on Friday, October 18.

I will be driving to Asheville, NC on September 30 to meet with the other Interim pastors from the Southeastern Synod at Lutheridge on October 1. I also have required annual boundaries training via zoom on October 24.

Respectfully submitted,  
~Pastor Mark Cerniglia

Report to Council

August 11 – September 14

Mary Phillips, Director of Music

**We had special music in the services as follows:**

August 11 – The choir sang for the service.

August 18 – Vocal duet with Debbie Roser and Larry Moeller at the offertory

August 25 – The choir sang at the offertory.

September 8 – John Brock will be the guest organist, since I will be away.

September 15 – The choir will sing for the Outdoor Service.

**Choir Practice and Bell Rehearsals:**

We begin weekly rehearsals for the choir and bell choir on Thursday, September 12. We have 3 new bell choir members: Debbie Roser and Don and Carolyn Lawhorn.

**Outdoor Service:**

The band rehearsed following the service on August 25 for the upcoming outdoor service on September 15.

Our next band rehearsal will be on Saturday, September 14.

**Other Activities:**

I attended the OWLS luncheon on August 15.

Met with Pastor Mark and Jane Mason on August 22 to plan services for fall.

Met with the Worship Committee on August 28.

New Ensemble forming: We had our first rehearsal on September 1 for the Flute Choir.

Working on music for vocal duets, flute choir, fall anthems, Reformation, Advent and Christmas.

I am serving as Dean of the Knoxville Chapter of the American Guild of Organists this year. We hold our board meetings at Messiah and will host the September 9 meeting here as well.

Chris Cagle from Knox County Schools is coming to do some consulting regarding moving some microphones and doing some minor construction to improve the acoustics in the sanctuary.

Our bass section leader, Joshua Sudler, will come for his first choir rehearsal with us on September 12. He is a high school junior at Webb School of Knoxville and comes highly recommended. This is funded via the Creekmore Fund.