

TTA Board of Directors Meeting Minutes
1st Quarter 2016
Saturday, February 6, 2016
REI, Brentwood, TN
(Approved April 30, 2016)

PRESENT: Carolyn Miller, Bruce Whitehead, Kathy Woods, David/Cindy Bowling (for Diane Manas), Garnett Rush, Jim Poteet (for Joan Hartvigsen), Ken Johnson, Naullain Kendrick, Charlie Bright, Sara Pollard, Doug Burroughs, Cheryl Heckler, Ed Pyers, Donna Pyers, Sally Ticanic, Bob Crouch, Jennifer Carroll (for Louise Miniard), Bob Richards.

ABSENT: Tim Townley, Diane Manas, Margaret Dixon, Joan Hartvigsen, Millette Jones, Don Dresser, Carolyn Watson, Rosemary Marshall, Vicky Moeller, Rob Weber, Frank Jamison.

GUESTS: Paul Schwab (Clarksville), Gail Stokes (Soddy Daisy).

Meeting called to order by Carolyn Miller, TTA President, at 1:05 pm

Welcome and Introductions

Brief welcome and introduction of those present.

Approval of 4th Qtr 2015 General Membership & Board Meeting Minutes – David/Cindy Bowling (for Diane Manas)
Motion to approve made by Garnett Rush, seconded by Bruce Whitehead. Motion carried.)

Budget Approval for 2016 - Kathy Woods

The Treasurer's Report was circulated by email prior to meeting for review. <attached>
Kathy Woods explained an increase in cash revenue for 2015 due to \$64,200 donation from Charles Klabunde Trust. Kathy also stated that proceeds from 2015 Annual Meeting had not been received before the end of the year. The proposed 2016 budget was then discussed at length. Bob Richards and Naullain Kendrick described applications for Evans Means grants submitted from Friends of South Cumberland and Cumberland Trail Conference.

Friends of South Cumberland requested \$1000 on their Evan Means Grant application. <attached> Naullain Kendrick explained that the amount requested would cover only part of the total cost of the equipment described in the request for trail construction/improvement which consisted of a hoist for moving heavy boulders and the corresponding cables, ropes, and fasteners. Upon discussion, there was general agreement to increase to amount in order to cover the total cost. **Motion** was made by Kathy Woods to approve \$2,000; seconded by Bruce Whitehead. Motion carried.

Cumberland Trails Conference (CTC). Insufficient information was on the CTC's Evan Means Grant application. <attached> **Motion** by Jim Poteet to defer the CTC application until they submitted the necessary information; seconded by Carolyn Miller. Motion carried.

A proposal for development of the TTA website had been submitted from Sitemason, Inc. of Nashville <attached>. After discussion, it was recommended that a website committee be created to determine website criteria, which would ultimately be included in proposals being requested from multiple vendors. Those volunteering to be on the committee were Charlie Bright and Jim Poteet.

During the budget discussion, increases in certain line items were recommended, including approving the request from Friends of South Cumberland. Revenue and expenses related to membership were discussed. There appears to be a need to streamline the process currently used when renewal/new member checks are received. Kathy Woods will review the current process and make recommendations for improvement. It was suggested that members be encouraged to request the newsletter in electronic format, which would result in postage savings.

Motion made by Garnett Rush to approve the revised 2016 budget; seconded by Donna Pyers. Motion carried. Kathy Woods will prepare the revised budget and circulate it to the Board.

Membership Report – Tim Townley (absent)

Discussed the membership report circulated by Tim Townley. <attached> Several suggestions were made which could possibly encourage new memberships. These included: improvement in the TTA website; streamlining the application process; recognition of new members by applicable chapter representatives; explaining that membership allows statewide participation in programs/hikes; possibly making announcements of association/chapter activities on local public access channels

Cumberland Trails Conference (CTC) and TTA Update - Carolyn Miller

The finalized Memorandum of Understanding was circulated to the board members for review. <attached>
Motion made by Bruce Whitehead that the MoU be approved; seconded by Ed Pyers seconded. Motion carried.

2016 TTA Annual Meeting Update - Charlie Bright

The 2016 Annual Meeting will be at Pickwick Landing State Park on October 28, 29 and 30. There are lodge rooms, cabins and campsites available at the Park. The Memphis and Jackson Chapters are hosting the conference. Anyone wishing to do so is encouraged to volunteer for assisting with conference activities. **Motion** made by Jim Poteet that proceeds from the TTA conference be applied to Evans Means grants for project applications submitted from the host TTA chapter and approved by the TTA board; seconded by Bruce Whitehead. Motion carried.

New Business:

TTA Bylaws - Bruce Whitehead

Bruce suggested that the bylaws should be examined for possible revision. Carolyn asked for members to serve on the revision committee. Those volunteering were Bruce Whitehead, Jim Poteet, Bob Richards and Carolyn Miller.

Awards Committee - Carolyn Miller

Carolyn asked for volunteers to serve on the 2016 TTA Awards Committee. Those volunteering were Sara Pollard, Doug Burroughs, and Carolyn Miller.

Regional Representative Reports

East TN Regional Representative – Garnett Rush
Nothing to report.

Middle TN Regional – Jim Poteet for Joan Hartvigsen
Nothing to report.

West TN Regional – Margaret Dixon (Absent)
Nothing to report.

Chapter Reports

Clarksville – Ken Johnson
Nothing to report.

Columbia / Franklin - absent
Nothing to report.

East Tennessee - absent
Nothing to report.

Highland Rim – submitted by Joan Hartvigsen & Naullain Kendrick.

Members of the Highland Rim Chapter enjoyed a wonderful three months hiking and socializing. Our Chapter had a great turnout for the TTA Annual Meeting. We really enjoyed the weekend in the Great Smoky Mountains and are grateful to the East Tennessee Chapter for an outstanding Annual Meeting. Along with the Murfreesboro Chapter we held our traditional Day After Thanksgiving Hike at Old Stone Fort State Park, followed by lunch at a

Manchester restaurant. The Poteets hosted our Christmas Party and our Chilly Chili Hike. Both parties were preceded by beautiful hikes: the Kirby Smith Trail in Clifflops, Monteagle and Bridal Veil Falls Loop on the Sewanee Domain. We offered hikes almost every weekend, including hikes in Savage Gulf, the Sewanee Domain, Prentice Cooper State Forest, Fliery Gizzard, Wheeler State Park and Fall Creek Falls State Park. We attempt to offer hikes of varying difficulties so everyone has the opportunity to enjoy hiking. We held a workday at Short Springs State Natural Area and are preparing to install a bridge over Bobo Creek this year. We are volunteering at the Trails & Trilliums, fundraiser for South Cumberland State Park. The Highland Rim Chapter has volunteered to assist Tims Ford State Park Rangers with widening the 14 mile Ray Branch Shoreline Trail, installing bridges across "dips" and constructing a backcountry campsite out on the Ray Branch Peninsula. We will also help with improvements of the Tims Ford Lake Islands campsites, which comprise the Blue Way Trail.

Jackson - absent

Memphis - Charlie Bright
Nothing to report.

Murfreesboro - submitted by Sara Pollard.

The TTA annual board meeting in Townsend was attended by a few members of our chapter. Great hikes were planned and the East Tennessee chapter is appreciated for all their planning and work. Our chapter made a monetary donation thanks to the generosity of long time member Radford Smith's son James Smith. Our annual holiday party in December was well attended and we enjoyed playing "Dirty Santa". January speaker was State Naturalist Randy Hedgepath giving tips on winter hiking and what to look for on the trails. Chapter officers for 2016 are Sara Pollard, Chair; Ann Jacobs, Treasurer; Valerie Galan, Program Coordinator; Jennifer Zahn, Outings Coordinator. We had a Bearwaller Gap hike and backpacking trip at Pickett State Park. Our next hike planning meeting is May 10 to plan hikes for July-December 2016.

Nashville - submitted by Doug Burroughs

Chapter membership is 82 as of February 2015. Chapters' Officers are Doug Burroughs, Chair; June Callahan, Treasurer; Nancy Juodenas, Hike Coordinator; Nora Beck, Programs Coordinator.

Amy Sutton continues to collect the statewide TTA mail from the Melrose Post Office mailbox and processes as needed. Membership applications/renewals are forwarded to the Membership Director, etc. Four hikes were scheduled and published in the TTA Newsletter: Bryant Grove Trail, Long Hunter State Park; Collins Gulf Trails, South Cumberland State Park; Overnight Trail, Montgomery Bell State Park; and, Warner Park. The Nashville Chapter continues to meet the 4th Tuesday of each month at the REI store in Brentwood TN, except for May (Annual Picnic at Warner Park) and December (Annual Holiday Party). Two recent monthly meeting topics: In October there was a presentation by biologist Roger McCoy, from the Division of State Natural Areas / Tennessee Department of Environment and Conservation, on rare and endangered plants in Tennessee. In November, Nashville Chapter members Nancy Juodenas and Gloria Dale Williams discussed their recent trip to Alaska. On December 12, 2015, the Nashville Chapter, coordinated by Amy Sutton, again wrapped gifts and sold copies of Cumberland Odyssey, raising a total close to \$600. The Nashville Chapter continues to collate, label, fold, tab, stamp and mail out the printed copies of the TTA Newsletter each month. This process is coordinated by Diane Manas.

Plateau - submitted by Cheryl Heckler

We hike every Wednesday and at least two Saturdays per month with hikes in Fall Creek Falls, Rugby Colditz Cove, Old Stone Fort, Big South Fork, Chattanooga, Fairfield Glade, Wild & Scenic Obed, Smoky Mountains, and Cumberland Trail. The November Programs at our Chapter meeting was Frogs and Toads by Dennis Gregg, Director of Obed Watershed. In December we enjoyed the annual Christmas Party. In January we celebrated 20 yrs as a chapter of Tennessee Trails Association with 62 past and current members attending. After a catered BBQ dinner, the chapter chairs, treasurers, and hiking coordinators since 1996 were recognized before a slideshow of past hikes was shown.

Soddy Daisy - submitted by Ed & Donna Pyers.

Chapter membership is currently at 31. We have scheduled over 20 hikes for this quarter, and we hike rain or shine. Our chapter has scheduled an overnight hike to the Len Foote Hike Inn at Amicalola Falls State Park in north Georgia. In December we had our annual Christmas party. We also had a breakfast at one of our members' home after one of our hikes. On February 9 we have planned our annual dinner and a chapter meeting.

Sumner Trails - Sally Ticaric and Bob Crouch
Nothing to report.

Upper Cumberland - Jennifer Carroll (for Louise Miniard)
Nothing to report.

Upcoming Board Meetings:

Saturday, April 30, 2016 at REI in Brentwood TN at 1:00pm (CT).

Saturday July 30, 2016 at REI in Brentwood, TN at 1:00pm (CT).

*dates have been confirmed and reserved through Brenda Mikec at REI.

Motion made by Carolyn Miller to adjourn the meeting; seconded by Ed Pyers. Motion carried. Meeting adjourned at 5:15pm (ET); 4:15pm (CT)

Respectfully Recorded,
David and Cindy Bowling
(Substituting for Diane Manas)
Secretary, Tennessee Trails Association

TTA BUDGET 2016	
Income:	
Amazon Fees	250
Annual Meeting Proceeds	4,000
Donations	250
Memberships	13,500
Merchandise	400
Total Income	18,400
Expenses:	
Accounting & Audit	1,200
Awards	100
Chapter Allocations	1,534
Donations - Trail Support	300
Dues & Subscriptions	125
Evan Means Grants	5,000
Merchandise	1,000
Miscellaneous	50
Newsletter Stipend	1,200
POB & Mailing Supplies	275
Postage & Delivery	3,300
Printing & Reproduction	4,800
Remittance of CTC memberships	380
Website Development	10,000
Total Expenses	29,264
Net Income/Loss	-10,864

RE: Evan Means Small Grants Program Proposal- Friends of South Cumberland

RE: Evan Means Small Grants Program Proposal- Friends of South Cumberland

Robert Richards

Sent: Thursday, January 07, 2016 4:58 PM

To: Margaret Matens [margarematens@gmail.com]; richfam2013@comcast.net; grants@tennesseetrails.org; Richards@tn.gov

Cc: Carolyn Miller [cardan@frontiernet.net]

Margaret,

I am in receipt of the Friends of South Cumberland, 2016 TTA Evan Means Grant Program application and I appreciate you submitting it.

The TTA Board of Directors meeting will be February 6, 2016 and the decision on the grant awards will be made at that time. Each applicant will be informed as to whether their application was funded within 7 days and those grants awarded should receive a check shortly thereafter.

Thank you again for your support of the South Cumberland and all the trails in that area.

Sincerely,
Bob Richards



Robert (Bob) Richards, CPRP, MTB
Recreation Educational Services Division
TN Greenways and Trails Coordinator
WR Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243
615-532-0753 (office)
615-532-0732 (fax)
615-483-2294 (cell)
www.connectwithtn.com

From: Margaret Matens [margarematens@gmail.com]

Sent: Thursday, January 07, 2016 1:50 PM

To: richfam2013@comcast.net; grants@tennesseetrails.org; Richards@tn.gov

Cc: Carolyn Miller

Subject: Evan Means Small Grants Program Proposal- Friends of South Cumberland

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Robert

Attached is our grant proposal as well as the supporting documents and map.

We appreciate Carolyn giving us an extension on the deadline. I was having computer issues.

Carolyn gave me an email address for you at Tn.gov but it bounced back, so I am sending to several other addresses.

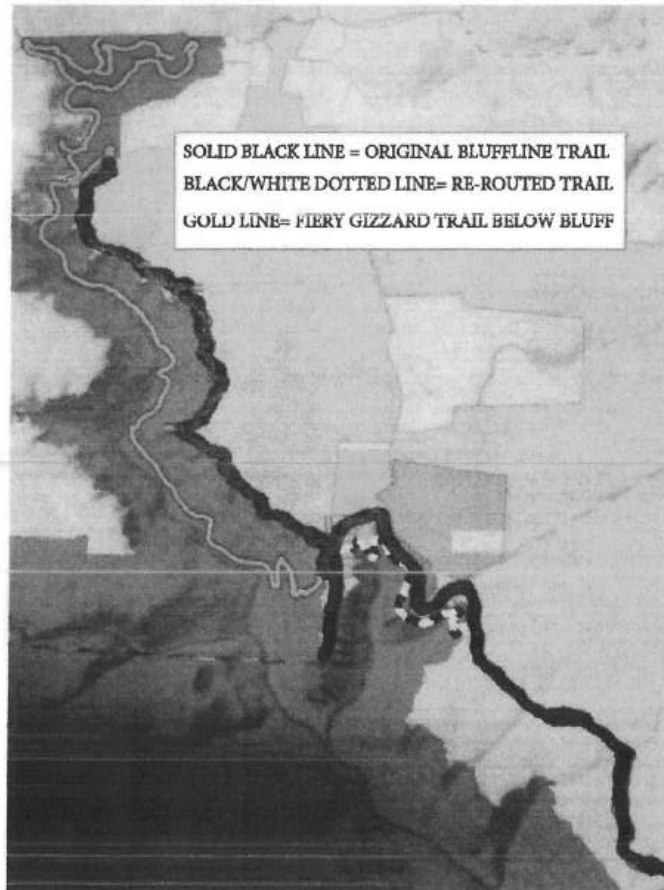
Please let me know if this has reached you!

And let me know if you need anything else.

Thanks for all you do for Tennessee hikers!

Margaret Matens
FSC Director of Marketing

FIERY GIZZARD TRAIL RE-ROUTE



MAP PROVIDED BY GEORGE SHINN
INTERIM PARK MANAGER
SOUTH CUMBERLAND



TTA Grant Proposal: Fiery Gizzard Trail Project

Applicant Organization: **Friends of South Cumberland**
Organization Address: **P.O. Box 816 Sewanee, TN 37375**
Contact Name: **Margaret Matens, FSC Director of Marketing**
Contact Address: **1114 Red Oak Dr., Monteagle TN 37356**
Contact Cell Phone: **931-224-0311**
Contact email: **margaretmstens@gmail.com**

Amount requested from the Evan Means Small Grants Program:

\$780 ~~30,000~~ *adjusted by BGR*

BRIEF description of your organization and history:

The Friends of South Cumberland (FSC) is a group of volunteer citizens dedicated to supporting the South Cumberland State Park, Tennessee's largest state wilderness park. Founded in 1993 as a non-profit membership corporation, FSC's mission is to support South Cumberland State Park, preserve and protect it, and to serve as a mechanism for involvement. Our major activity has been to purchase land. When FSC was formed, the park covered 16,000 acres. Today it covers over 26,000. We sponsor a range of educational activities, including:

- Trails & Trilliums, an annual festival providing a great forum for environmental programs, workshops and hikes (13th year)
- A chapter of the TN Naturalist Program (now in its fourth year)
- Annual themed challenge to encourage more to travel to SC to hike (now in third year)
- Every Child in the Park annual field trips and programs for students in Grundy County schools (for over ten years)

We provide support to the rangers in money and volunteer power. We recently launched a "Back the Rangers" program that provides volunteers to helping staff the Visitors Center, and we are currently renovating the displays and exhibits in the Visitors Center.

Friends of South Cumberland Fiery Gizzard Trail Project



Project Description

The Friends of South Cumberland (FSC) seek funds on behalf of South Cumberland State Park to assist in tools needed for the trail re-route of the Fiery Gizzard Trail, a 12.5-mile bluff trail that connects Fiery Gizzard/Grundy Forest with Foster Falls, two of the best know parks of the ten that make up the South Cumberland. In August 2015 Interim Park Manager George Shinn received word that the new owner of Raven Point Farm, which the trail has crossed for decades, asked for the removal of the park trail from his property by Dec. 1. Unfortunately, another property owner has followed suit, and has given Dec. 1, 2016 as the date to re-route the portion of the trail off of his property. Though this information has not been made public, it underscores the need for the rangers to have the tools needed for trail building, now and in the future.

Because this trail has garnered national attention for the South Cumberland and is beloved by thousands of hikers, finding a way to re-route it as quickly as possible was a priority. Backpacker Magazine named the Fiery Gizzard Trail among the top 25 hiking trails in the U.S. and in 2014 ranked it 6th on the list of Best Fall Foliage Hikes in the nation.

To skirt the private land, the new trail will plunge to the bottom of the gorge and back up to the rim, with an 800-foot change in elevation each way, and will cross the Fiery Gizzard Creek twice. Essentially the trail will be two long staircases, one going down and one going up. With the direction of the rangers and a massive volunteer effort that began in August, 80% of the trail has been completed to date. Because of the success of the fall effort, the trail did not have to be closed on Dec. 1 as had been feared. The re-route was far enough along by that date to consider the new trail "open." However, neither bridge has been built and much of the trail is passable but in need of further work. The time pressure now is to get the bridges constructed before the spring rains. If this work is not completed by March, the trail will have to close to hikers during the high water season, which is a high-use time for both hikers and wildflower enthusiasts.

We are asking the TTA to consider providing funds for an **Uplift Kit Hoist System** in order to convey materials and tools into the gorge. Jason Reynolds, the ranger in charge of the re-route project, named this as his First Priority immediate need. Currently the rangers are borrowing a hoist system from Cumberland Trail, but that is a short-term loan. The hoist will be essential in the building of the two bridges, and the rangers are confident they will have future uses for this piece of equipment once the Fiery Gizzard Trail is complete.

The model Jason hopes to purchase is a CMI Uplift Kit Hoist System, which is similar to the one now on loan from Cumberland Trail. (Kit can be viewed at this website):

<http://www.cmi-gear.com/collections/uplift-micro-haulers-mechanical-advantage-kits/products/upkit30>

The hoist kit is by far the most expensive component of the system, and will work without any cable for short distances. The cable and cable trolleys and pulleys will allow the entire system to move over large distances.

Friends of South Cumberland Fiery Gizzard Trail Project

Benefits to Tennesseans

Tennesseans will benefit from this new trail directly if they are among the hundreds who use the trail annually for backpacking and camping. Indirectly, all residents benefit economically when tourism in TN is strong. Because of the national reputation of the Fiery Gizzard Trail, creating an alternate route rather than shutting down the trail enhances the state's reputation as a destination site for hikers from across America. This trail is credited with drawing visitors to South Cumberland and enhancing tourism and the local economy in Grundy County, one of Tennessee's most impoverished areas.

When the trail is completed, we will celebrate the pugnacity and spirit of our rangers and volunteers. We Up, which is being used to coordinate our volunteers, swelled from 200 to over 460 members in the months following our publicity about the trail. This will be a great opportunity to draw attention to the South Cumberland as a park worth visiting. In the end, we will have a completed trail, though one more difficult to hike than the original one along the canyon rim. We stand to gain the most in PR around this effort. It is also a possibility that through our publicity we will inspire a philanthropist to purchase the Raven have had an amazing outpouring of support from TTA as well as others in the tri-state area. The FSC Meet Point Farm tract (now for sale) and put easements on it. In that case, we would regain the bluff trail and have, in addition, an amazing new trail that takes hikers deep into the gorge through wild and untouched areas.

Will other groups be involved in this project with you? Please list their involvement and actions: List any other funding sources and amounts to be used to complete this project:

- The need for funding for the trail is pressing. Interim Park Manager George Shinn is now taking money from his park operating budget for trail re-route expenses. Because he was unaware of the threat to the trail when he submitted his budget, he has no money allocated to this project in his June 2015 - July 2016 budget. Ranger Shinn has asked the FSC to help identify sources of income to assist.
- At this point TDEC has not allocated any funds for the trail project or indicated plans to do so.
- For 22 years the FSC has supported the park financially. Because we recently purchased three significant tracts of land, our coffers are depleted. We are planning to launch a significant fundraising effort in 2016. Until the state buys back some of the tracts now being held by the FSC, we have limited resources with which to support the trail re-route. Instead, we are working to find sources of funding for the project.
- In October the FSC submitted a grant proposal to the Lyndhurst Foundation of Chattanooga detailing the need for \$53,885 in materials and tools for the trail project. In Nov. Lyndhurst awarded the FSC \$25,000 towards these costs. This amount essentially covers the lumber and pallets of sandstone needed to build the rock staircases, but does not cover the significant costs of the two bridges, a cable hoist system, or a four-wheel vehicle with a loadbed.
- An informal ask was submitted to REI in Nashville but was not approved.

Friends of South Cumberland Fiery Gizzard Trail Project

Attachments

- Map of the re-routed trail
- Letters of support from any partners and/or government agencies
- Proof of the IRS 501(c)(3) status

Budget for FSC Grant Proposal

Expenses for a CMI Uplift Kit Hoist System

<http://www.cmi-gear.com/collections/uplift-micro-haulers-mechanical-advantage-kits/products/upkit30>

1 Travel pulley	\$130
2 double pulleys	\$180
1 swivel	\$76
4 locking biners	\$44
250-ft. static line rope	\$213
1 prusik set	\$20
1 haul bag	\$170
TOTAL	\$790

1-UPKIT30 825.75 Uplift Package
2-RP104BB 187.30 2 Ball Bearing Pulleys
1,013.00 TOTAL



SEARCH

CART (0)

HOME

PRODUCTS

ABOUT CMI +

DOWNLOADS

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PREVIOUS / NEXT



UPKIT30

\$ 825.75

Quantity: 1

ADD TO CART

These all-inclusive packages have everything you need to assemble a 4:1 lifting system built around the Uplift: The Uplift and companion pulley,



SEARCH

CART (0)

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[REGISTER / LOGIN](#)[SEE MORE: PULLEY](#)[PREVIOUS / NEXT](#)

RP104BB

\$ 93.65

Quantity: 1

[ADD TO CART](#)

Stainless sideplates, 2 3/8" aluminum sheave,
ball bearing and stainless steel axle.

MBS	Rope Capacity	Size	Weight	Eff
8500lbs	5/8"	4.25x3.25in	0.65lb	

[Pulley care / Maintenance](#)

January 7, 2016

South Cumberland State Park Partnership Letter

Dear Tennessee Trails Association (TTA),

As the 'Interim' park manager at the South Cumberland State Park, I am offering this letter to explain the wonderful partnership that our park has with the Friends of South Cumberland.

The Friends is a 501C3 support group established in the late 1990's and this group is dedicated to supporting activities that promote and protect South Cumberland Recreation Area. The group has a tremendous board of talented people that conduct regular board meetings to plan and conduct business. The Friends also have many active committees that focus on specific activities for our visitors and this keeps the group's energy high and efficient.

The Friend's activities and efforts have been too numerous to provide a complete list, however some of the highlights are provided below:

- Raised over \$600,000 in donations and \$2.5 million in grants to complete a "Saving Great Spaces" fund raiser to purchase critical holdings of land adjacent to the park boundary to protect the natural and cultural features of the park. The Friend's acquisition effort allowed a partnership with the state of Tennessee resulting in the addition of over 8,500 acres to South Cumberland.
- Purchased a new patrol truck for Stone Door so that the ranger did not have to borrow the maintenance truck to perform his duties. The state was unable to fund this vehicle that is required by policy. As a result of this donation, many visitors have been provided emergency medical, law enforcement and rescue services that may not have otherwise been available.
- Partnered with the Monteagle Assembly to build a ranger residence at Grundy Forest. This park trailhead area experienced over 30 vehicle burglaries over several months. Once the residence was completed and a ranger was moved on site, the car burglaries stopped.
- Paid to have a contractor build a picnic shelter at the South Cumberland visitor center. The state was unable to fund the shelter. Almost every day, visitors picnic, meet, have family reunions, etc. under this picnic shelter. Without this facility many of these activities would not have been enjoyed on the park.
- The Friends partner with the state of Tennessee, Tennessee Parks and Greenways Foundation, South Cumberland Wilderness Society, Savage Gulf Preservation League, The Land Trust For Tennessee, The Conservation Fund, Lyndhurst and Benwood Foundations and many other groups to leverage their efforts and share ideas.
- Purchased two rescue/patrol dogs to support law enforcement and help protect visitors.

Page 1 of 2

- Provide annual outreach to local school children in grades 3-5 as well as adult environmental education providing environmental programs and training.
- Provided six canoes, canoe trailer and paddle gear, rock climbing ropes, harnesses, helmets and rock climbing gear so that park staff can offer special programs to benefit park visitors.
- Conducts and supervises numerous work days to clean and repair trails, build bridges and improve park and trail signage.
- Conducts an annual "Cumberland Wild"/ "Trails and Trilliums" event to raise awareness of the park and promote opportunities for recreation and education on the park.
- Supports annual community programs including an Easter Egg Hunt and a Fishing Rodeo on park lands that are attended by hundreds of local children and families.
- Promotes the park in print and TV media, sends monthly emails about park events, maintains a website on park activities that has over 1,000 subscribers, and produces a quarterly newsletter that is mailed to 800 supporters.

The list of benefits that the Friends have given to South Cumberland is long and impressive. It is impossible to list all the good things that good Friends do for each other. The park's relationship with the Friends is too deep to be put in a letter, but I have attempted to do that here. Our relationship has grown to the point that there is little separation between the Friends and the park. The two are one and South Cumberland would be so much less of a place and so much less valuable to the public if it were not for the support and concern of the Friends.

I would certainly say that the Friends efforts have been and are constantly invaluable to the successful operation of the park. Please contact me if I can offer any further testimony to document the value that the Friends provide to South Cumberland State Park.

Thank you,

George Shinn
'Interim' Park Manager, South Cumberland State Park
(931)924-2980
George.Shinn@tn.gov

Tennessee Trails Association – Evan Means Small Grants Program
Application Form

Please use this form to fill out the grant application, or copy and paste the different sections into another Word document and save the completed application as a PDF if submitting electronically. Deadline to apply: December 31 of each year!

Project Name: Big Dig 2016
Project Location: Neon Crab Orchard, TN
Applicant Organization: Cumberland Trail Conference
Organization Address: 404 Thurman Ave, Suite 102
Crossville, TN 38555
Contact Name: Roy Garrett
Contact Address: 161 Indian Rd, Crab Ridge, TN
Contact Cell Phone: 615-765-4343
Contact email: garrett.roy1@att.net

For grant reviewer use
Date received _____

State amount requested from the Evan Means Small Grants Program: \$ 2,500.00
BRIEF description of your organization and history:

see attached

Project Description in detail: Use a separate sheet of paper to explain how and why this project will benefit the people of Tennessee and the state system of hiking trails.

see attached

Will other groups be involved in this project with you? Please list their involvement and actions:

see attached

List any other funding sources and amounts to be used to complete this project:

see attached

Please attach any drawings of bridges, signs, etc. that are being built. Who drew up these plans?

Please attach (as separate sheet) a copy of the total project budget, include a detailed materials list showing costs.

Attach letters of support from any partners and/or government agencies.

Also attach proof of the IRS 501(c)(3) status if your group is NOT a chapter or associate organization of the Tennessee Trails Association.

To apply, mail this information and any other supporting documents you wish to include to:

Evan Means Small Grants Program
Tennessee Trails Association
P.O. Box 41446
Nashville, TN 37204

If you have questions about this grant program, please call Bob Richards at 615-210-1932, or email grants@tennesseetrails.org.

DESCRIPTIONS FOR EVAN MEANS GRANT
APPLICATION OF 2016

BRIEF HISTORY OF CUMBERLAND TRAILS CONFERENCE (CTC): The history of the CTC is familiar to most TTA members. In 2015 the Conference was reorganized into a nonprofit 501(c)(3) corporation. The purpose of the corporation remains as before, to construct, support and promote the Cumberland Trail project in East Tennessee, through the efforts of paid employees and volunteers and funds raised from private and non-Tennessee State Parks sources.

PROJECT DESCRIPTION: After a long hiatus, the Cumberland Trails Conference reestablished its **Big Dig** trail-building program in the fall of 2015. The project is to be repeated this year. The work will be directed by a senior trail building assistant, 2 additional paid part-time staff members and a number of volunteers. (Last year there were from 8 or ten to as many as 18 volunteers on a given day). The construction effort will again be devoted to work along Daddy's Creek north of Crab Orchard, TN. Lodging and meals will be provided for staff and volunteers over a 4 week interval in October-November 2016. Funds are required for staff wages, food and lodging, and fuel for equipment (Ditch Witch). Estimated cost is of the order of \$20,000.

WILL OTHER GROUPS BE INVOLVED?: Yes, a modest amount of work will be provided by Cumberland Trail State Park rangers, primarily some trail marking and flagging by ranger Anthony Jones.

OTHER FUNDING SOURCES: The CTC has an organized fund raising effort in support of the **2016 Big Dig**. In addition to TTA, grant applications are being made to Middle Tennessee Natural Gas, Wild Trails, American Hiking Society, Community Foundation of Greater Chattanooga, Rock Creek Outfitters, Smokey Mt. Hiking Club, Keen Effect, REI, Cumberland County Bank, and local County Governments (County Commissions). Grant requests fall in the range of \$500 to \$5,000. The 2016 goal for total Big Dig funding is \$20,000 to \$25,000.

APPENDIX: Photo depictions of 2015 Big Dig efforts.



CTC employee Red Young Preparing a path for utilization of the Ditch Witch on Daddy's Creek above Crab Orchard, TN



Picking the best pathway on Daddy's Creek



Volunteers digging trail on Big Dig
2015

DandZ

From: dmanashikes@comcast.net
Sent: Thursday, January 28, 2016 7:04 PM
To: dmanashikes@comcast.net
Subject: Fwd: Sitemason proposal for the new TTA website.
Attachments: SiteMason TNTRAILS, Website Proposal-01.07.2016.pdf

From: "Carolyn Miller" <cardan@frontiernet.net>
To: "Townley Tim" <membership@tennesseetrails.org>, "Chapter Memphis" <memphis@tennesseetrails.org>, "Watson Carolyn" <watsoncrt@yahoo.com>, "Burroughs Doug" <wm.doug.burroughs@gmail.com>, "Richards Bob" <richfam2013@comcast.net>
Cc: "Whitehead Bruce and Gena" <trailwalker80@gmail.com>, "Manas Diane" <secretary@tennesseetrails.org>, "Woods Kathy" <kwoodz@comcast.net>
Sent: Saturday, January 9, 2016 8:06:39 AM
Subject: Fw: Sitemason proposal for the new TTA website.

More information for us to consider in regards the website.

Carolyn

From: Robert Richards
Sent: Thursday, January 07, 2016 9:53 PM
To: Carolyn Miller
Subject: Sitemason proposal for the new TTA website.

Carolyn,

Attached is the proposal from Sitemason for the new TTA website.

Please pass the proposal on to the website committee and let me know if there are any questions.

You should contact Bryon directly if you need they should come to the Feb 6th BOD mtg.

Thanks,

Bob R.



Robert (Bob) Richards, CPRP, MTB
Recreation Educational Services Division
TN Greenways and Trails Coordinator
WR Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243
615-532-0753 (office)
615-532-0732 (fax)
615-483-2294 (cell)
www.connectwithtn.com

From: Margaret Matens [margaretmatens@gmail.com]
Sent: Thursday, January 07, 2016 1:50 PM
To: richfam2013@comcast.net; grants@tennesseetrails.org; Richards@tn.gov
Cc: Carolyn Miller
Subject: Evan Means Small Grants Program Proposal- Friends of South Cumberland

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Robert

Attached is our grant proposal as well as the supporting documents and map.
We appreciate Carolyn giving us an extension on the deadline.
I was having computer issues.
Carolyn gave me an email address for you at Tn.gov but it bounced back, so I am sending to several other addresses.
Please let me know if this has reached you!

And let me know if you need anything else.

Thanks for all you do for Tennessee hikers!

Margaret Matens
FSC Director of Marketing

DandZ

From: dmanashikes@comcast.net
Sent: Thursday, January 28, 2016 7:04 PM
To: dmanashikes@comcast.net
Subject: Fwd: Offering website services for Non-profits: Looks interesting Fw: I Called Today: Outreach 20/20

From: "Carolyn Miller" <cardan@frontiernet.net>
To: "Townley Tim" <timtownley@bellsouth.net>, "Richards Bob" <richfam2013@comcast.net>, "Memphis Chapter" <charlie.bright2010@gmail.com>, "Watson Carolyn" <watsoncrt@yahoo.com>, "Burroughs Doug" <wm.doug.burroughs@gmail.com>
Cc: "Whitehead Bruce and Gena" <trailwalker80@gmail.com>, "Manas Diane" <secretary@tennesseetrails.org>, "Woods Kathy" <kwoodz@comcast.net>, "Dresser Donald" <donald_dresser@usit.net>
Sent: Saturday, January 9, 2016 8:01:35 AM
Subject: Offering website services for Non-profits: Looks interesting Fw: I Called Today: Outreach 20/20

Dear Website committee members,

I was contacted by this information through the Soddy Daisy Chapter.

I have looked at their website and it looks interesting.

Do you have any information that you would like to have from their contact?

Would one of you like to contact them to follow up with them?

Carolyn

below is the person that contacted me:

Maryann Weiss
Outreach 20/20
www.CharityAdvantage.com/Outreach
800-677-4180 x350

From: Carolyn Miller
Sent: Saturday, January 09, 2016 7:57 AM
To: Maryanne Weiss - Outreach 20/20
Subject: Re: I Called Today: Outreach 20/20

Maryanne,

Sorry, that I could not answer the phone when you called.

I was finishing my work budgets and was unable to get to the phone.

I would like to speak with you.

I will be out of town on a work assignment until next Wednesday.

Could we please speak then?

If I have a chance, I will try to send an e-mail to summarize some of my thoughts.

Thanks for the generous offer.

We definitely are interested.

Carolyn Miller

From: Maryann Weiss - Outreach 20/20
Sent: Friday, January 08, 2016 11:48 AM
To: Carolan@frontiernet.net
Subject: I Called Today

Hello Carolyn,

I called today and wasn't able to reach you. Did you have any questions that I can answer for you?

Best Regards,

Maryann Weiss
Outreach 20/20
www.CharityAdvantage.com/Outreach
800-677-4180 x350

SITEMASON® BUILD ON US®

ESTIMATE

Prepared for:	Tennessee Trails Association
Prepared by:	Byron Fanning
Date:	January 7, 2016

tennesseetrails.org

Web Site Development

SITEMASON - Tennessee Trails Association, Version 3

About Sitemason

Sitemason is a product of Sitemason, Inc., a privately held, Nashville-based company formed in September 1999, by Tim Moses, Chief Executive Officer and Thomas Conner, President and Chief Financial Officer. The foundation of our development model and strategy began at Telslink Corporation, a Middle Tennessee-based Internet Service Provider (co-founded by Moses), regarded as one of Nashville's most prominent ISPs. Over the past ten years, Sitemason has been rigorously tested, refined, and enhanced and continues to undergo constant improvement. The core success strategy of our business is our software philosophy: we employ the best programming practices and technologies to design our product for optimal use and scalability for a widely diverse user base and we support our customers' use of our product with comprehensive and personalized technical support.

Sitemason has been a proud supporter and sponsor of the Tennessee Trails Association, donating web hosting, online security packages, and support since 1999.

Sitemason Key Features

Software that grows with you.



Hosted Platform

Say goodbye to software updates and security patches. Sitemason was a cloud service before the term was even coined.



No Boundaries

Don't feel boxed in by another CMS. Sitemason lets you work the way you want. Unlimited pages, multiple site management, and customizable interfaces are a few ways you keep control.



News & Events

At its core, Sitemason is a publication service. Our tools give users powerful controls over syndication in formats including RSS and iCal.



Forms

Build insanely powerful user forms through a simple interface. From a contact form all the way to processing credit cards, get just the info you want from users.



Commerce

Whether it's simple sales or a full blown shopping cart, Sitemason has a commerce solution that fits the bill.



Integrations

Sitemason natively integrates with many of your favorite services to extend what's possible on our platform.



Visual Media

Add your favorite media assets through our built in tools. Add galleries of pictures and videos, or include an MP3 to compliment a story.



User Access

Member areas, private intranets, VIP content? No problem. Sitemason's user management easily allows you to control access to various parts of your site with multiple user groups.



Navigation

There is a near universal failure of CMS's to provide logical hierarchical navigation. Ever try to manage a 2000 page website in WordPress? Large site management is our bread and butter.

Estimate

The below estimate is based off our initial meeting and email correspondence. Should this information be inaccurate or incomplete, the scope and cost of the project may be modified. Therefore, we can only estimate costs. Any modifications requested after Sitemason programming has begun could result in significant cost overages and will render all time estimates null and void.

Estimates are based on an hourly rate of \$125/hr. A detailed breakdown of the below feature sets can be provided upon request. The purpose of this estimate is to initiate conversations regarding desired functionalities, required capabilities, and budget expectations. The estimate can easily be updated up and down depending on these conversations. The below total estimate is based on the 'Discussed and proposed features' below. The estimate includes account setup, design, development, project management, and training documentation.

Design and Development

Sitemason proposes working closely with the Tennessee Trails Association Website team and Board of Directors to design and develop a website with responsive capabilities for tablet and mobile bringing them current with modern best practices for design, usability, and conversion. The Tennessee Trails Association website will serve as a hub for chapter communication regarding meetups and other events, the go-to resource for trail locations, details, and directions, as well as encourage users to support the association via donations, volunteering, and memberships.

Included in the proposal is a consolidation of content from the soon-to-be defunct <http://connectwithtn.com/> website as well, making the TTA website an extremely valuable resource to find trails across the state.

Discussed and proposed features:

- *Responsive design*
 - Website design responds to screen resolution so that the website is highly functional on any device. The website will have a catered experience for mobile and tablets.
- *Events calendar*
 - Capable of filters by chapter and other categories
 - iCal, ATOM, and RSS
 - These options add subscription capabilities for the end-user so your calendar items automatically flow into the calendar tools they use everyday (Google calendar, Outlook, etc)
 - Organization/chapter submitted events with approval process
- *Membership CRM integration*
 - Potential to move membership data into consolidated CRM for ease of management, security, flexibility in data reporting, automatic subscription, etc
- *Integrated chapter blogs on site*
 - Move chapter blogs onto tennesseetrails.org domain in an effort to help with SEO, keep users on site, and keep consistent messaging and information
- *Integrated Amazon online store*
- *Classifieds Ads marketplace for members to sell personal equipment*
 - Streamlined process for classified submissions
- *Photo gallery (if desired)*

- Subscription system for Chapter calendars and news feeds so that users are automatically updated
- Searchable directory of trails, links to PDF maps where applicable, directions, descriptions, etc.
 - Easily managed system for your team
 - Heavy focus on user experience so this becomes the go-to resource
- Email marketing capability
 - Possibility of moving newsletters and other consistent communications into streamlined email marketing platform. This will bring consistency to the branding as well as save man hours for execution of messages.

Estimate range based on the above features: \$18,000-27,500

Examples and Inspiration

The input and opinions of the Tennessee Trails Association Website Team is crucial to this endeavor. A prudent exercise would be to collect a list of websites you admire from both a design and functionality perspective. For the purposes of this estimate here are a few examples we have drawn from:

- <http://www.greenwaysfornashville.org/>
- <http://www.greenwaysfornashville.org/maps-trails/interactive-map>
- <http://www.appalachiantrail.org/>
- <https://rootsrated.com/>
- <http://alltrails.com/>
- <https://www.imba.com/>
- <http://parks.ky.gov/>
- <http://tnstateparks.com/>
- <http://www.alapark.com/>

Recurring Costs:

Software License/Hosting- Sitemason will host the website in a shared server configuration equipped with the Sitemason content management system. Website administration will be password protected and Sitemason can accounts assigned to authorized personnel as established by the client.

The license fee will be subscription based, meaning the client has access to the Sitemason user interface and tools for as long as the client or its assignee subscribes to the service. Either party may cancel the subscription with a 60 written days notice.

Hosting features include:

- The client may use as many Sitemason tools as needed.
- The client will have two supported user accounts. More supported accounts can be set up for the additional monthly fee of \$20. Unlimited un-supported users may be added.
- Web hosting storage capacity of 40.0 GB
- Data transfer of 400.0 GB per month
- Dedicated monitoring and notifications will be setup for 1 email account
- Load Balancers and option to use custom SSL for secure site hosting
- FTP Access/static pages are available for any non-Sitemason features
- Technical support available to supported users Monday through Friday from 9:00 am central to 5:00 pm central except U.S. federal government holidays.

Monthly Sitemason hosting/license fee: US \$165/month

This proposal is valid until February 17, 2016.

PAYMENT TERMS AND AGREEMENT TO PROPOSAL

We propose payment as follows:

- ~~20% (of overall estimate) down-payment.~~ Hours spent on project work will be deducted from this initial first payment.
- Then, All costs will be billed for hours worked, twice a month, on the 15th and the end of each month. Payment will be due 15 days from date of bill.
- Once the contract is signed, recurring fees (website hosting and Sitemason license fees) to be paid monthly, quarterly, or annually according to the clients preference. ~~A 10% discount (\$200) is offered on annual payments.~~

If this proposal is acceptable to you, please acknowledge where indicated below. Thank you for the opportunity to submit this proposal.

I accept and agree to the terms and conditions of this proposal as well as the "Terms of Use and

Sitemason, Inc.

By: *Byron Fanning*
Name: Byron Fanning
Title: CRO
Date: 1/7/16

Tennessee Trails

By: _____
Name: Carolyn Miller
Title: President
Date: _____



TTA Membership Report

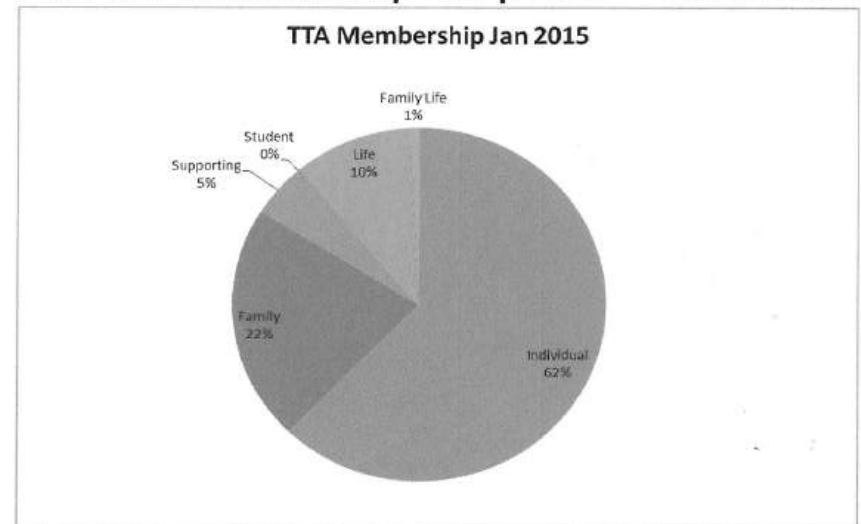
1st Quarter 2016

Tim Townley – Membership Dir.

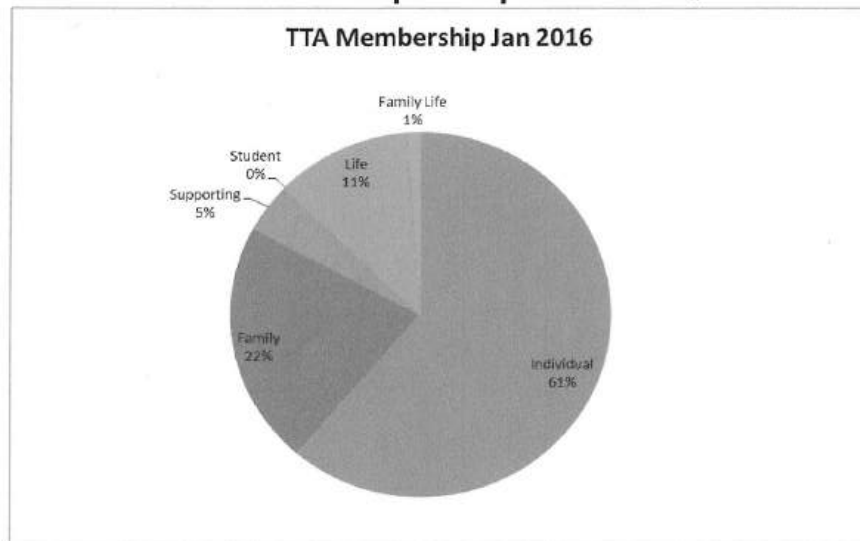
TTA Membership Report – Q1 2016

Date	Total	Individual	Family	Supporting	Student	Life	Family Life
Jan-15	508	316	110	24	1	52	5
Mar-15	487	303	102	23	1	53	5
Apr-15	458	281	96	22	1	53	5
May-15	488	309	98	22	1	53	5
Jun-15	485	302	103	21	1	53	5
Jul-15	480	297	101	23	1	53	5
Aug-15	460	285	92	24	1	53	5
Sep-15	458	282	93	24	0	54	5
Oct-15	496	308	105	24	0	54	5
Nov-15	459	275	100	25	0	54	5
Dec-15	478	287	106	26	0	54	5
Jan-16	472	289	102	21	0	54	6

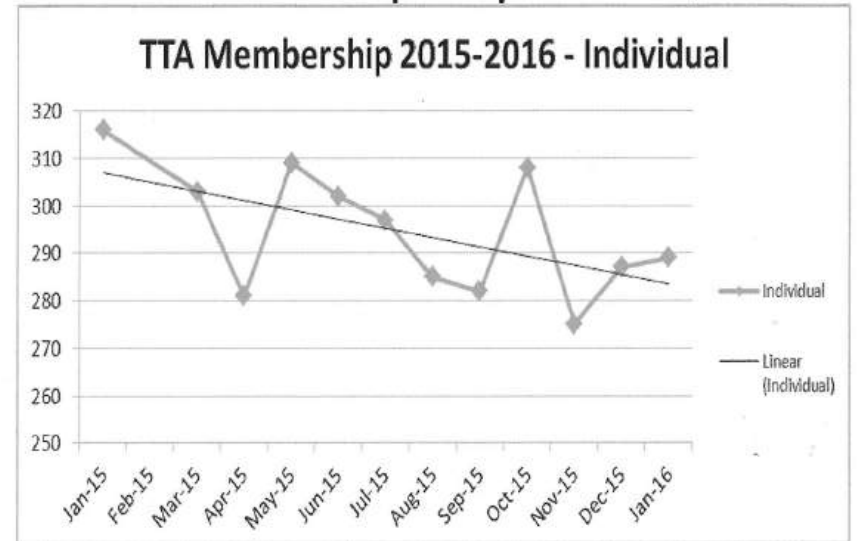
TTA Membership Report – Q1 2016



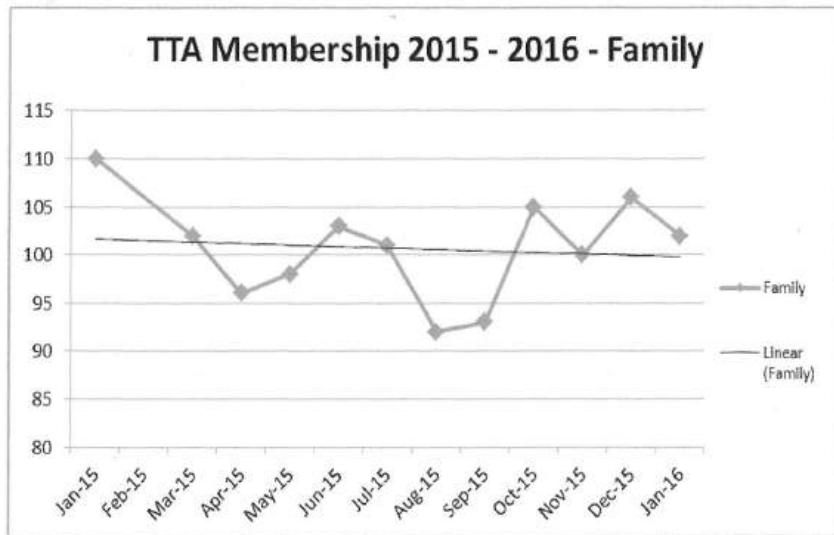
TTA Membership Report – Q1 2016



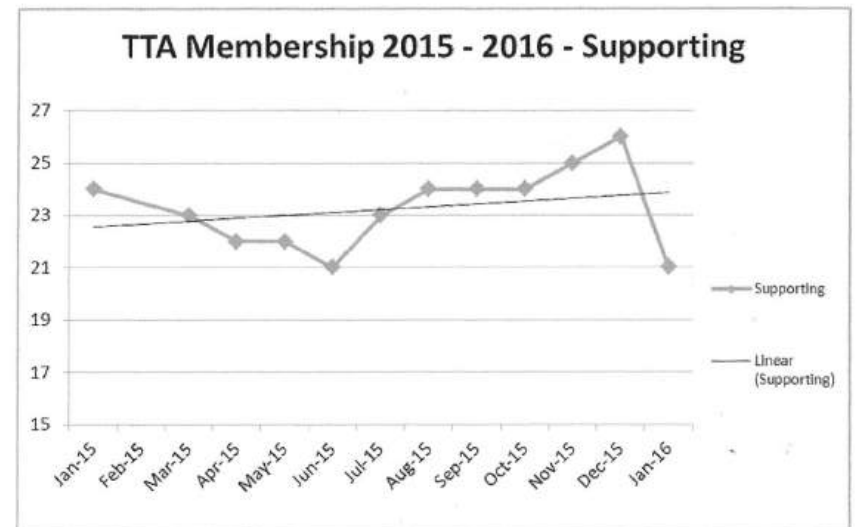
TTA Membership Report – Q1 2016



TTA Membership Report – Q1 2016



TTA Membership Report – Q1 2016



**MEMORANDUM OF UNDERSTANDING
REGARDING POST-CLOSING RELATIONSHIP OF TTA AND CTC**

THIS AGREEMENT ("MOU") is made and entered into as of January 1, 2016 (the "Closing Date") by and between **TENNESSEE TRAILS ASSOCIATION, INC.**, a Tennessee nonprofit corporation ("TTA"), and **CTC FORMATION GROUP, INC.**, a Tennessee nonprofit corporation ("CTC").

WITNESSETH:

WHEREAS, TTA is a Tennessee nonprofit, public benefit corporation classified as a public charity under Internal Revenue Code Section 501(c)(3), founded in 1968 to promote the development of a statewide system of hiking trails;

WHEREAS, CTC is a Tennessee nonprofit, public benefit corporation classified as a public charity under Internal Revenue Code Section 501(c)(3), founded in 2015 to (a) serve as an advocate for the Cumberland Trail in Tennessee as a scenic foot trail, (b) provide construction and maintenance support to the Cumberland Trail State Scenic Park (CTSSP), and (c) provide for the conservation of natural resources and promotion of rational development within the counties surrounding the CTSSP, so as to preserve its natural beauty and intrinsic value for posterity;

WHEREAS, CTC was originally an associate organization of TTA operating under its authority;

WHEREAS, in early 2015, recognizing the focused mission of CTC, TTA voted to spin off CTC into a separate corporation;

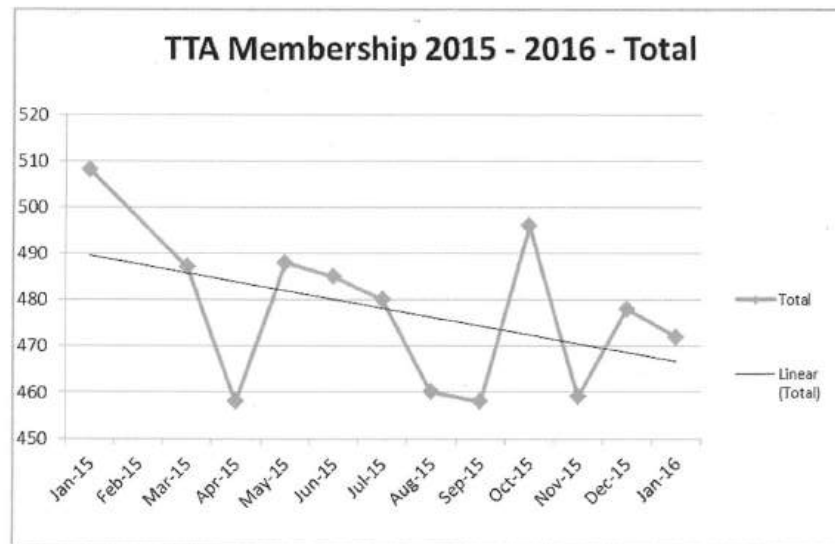
WHEREAS, CTC was formed pursuant to an Agreement to Form a Corporation entered into between TTA and the Organizers of CTC, for the purpose of assuming responsibility for the operations of the CTC from and after the Closing Date;

WHEREAS, the execution of this MOU is a pre-condition to the transfer of assets from CTC to TTA; and

WHEREAS, the purpose of this MOU is to define the working relationship between TTA and CTC, the manner in which the two organizations have agreed to collaborate, and the general terms and conditions of the parties' relationship;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

TTA Membership Report – Q1 2016



1. Mutual Cooperation. TTA and CTC agree to cooperate in the furtherance of both organizations' mutual goals. Such cooperation will include, but will not be limited to, the following:

(a) TTA and CTC will work cooperatively to assist each organization in building and recruiting members and volunteers, including but not limited to sharing TTA and CTC membership organizational databases. TTA and CTC will continue to make their respective newsletters, websites, and other media sources available to each other as a shared resource to promote volunteer recruiting, and to advertise outings, programs, and other announcements related to the two organizations' common interests.

(b) TTA may at its discretion discount membership fees to members of CTC and CTC may at its discretion discount membership fees to members of TTA.

(c) To the extent that certain future projects require more detail, the terms and conditions of such projects shall be set forth in statements of work that shall be attached to this MOU and deemed incorporated herein.

2. Shared Board Positions. TTA and CTC shall each consider amending their bylaws to provide a seat on its board of directors for a representative of the other organization. Once such amendments are in place, it is the intent that TTA appoint one of its board members to serve for a one year term on the board of directors of CTC and CTC appoint one of its board members to serve for a one year term on the board of TTA. TTA and CTC each understand and agree that any member so designated will have the same legal duties as any other director to the organization on whose board he or she serves.

3. Use of Names and Logos. This MOU does not authorize either party, without the prior written consent of the other party, to use in advertising, publicity, public communications or otherwise (including, but not limited to, any press releases, sales materials, product literature, web sites, or using the relationship that is established under this MOU for the purpose of soliciting funds from current or potential donors) the name of the other applicable party or its trustees, directors, officers, managers, staff members, employees, students, or agents thereof, or any trade name, trademark, service mark, symbol, or logo, or any abbreviation, contraction or simulation thereof (the "Marks") owned by the other party, without such party's prior written consent. Such consent is hereby given for TTA to use the registered names and logos of CTC, and for CTC to use the registered names and logos of TTA, solely to meet the mutual objectives of the two organizations as provided for under this MOU.

4. Grant Proposals. Both TTA and CTC maintain grant programs to other agencies. Recognizing the mutual goals of the two organizations, TTA may submit grant proposals in accordance with the rules of the CTC grant program and CTC may submit grant proposals in accordance with the rules of the TTA grant program. However, no special consideration over other agencies will be given to either organization.

5. Fund Raising. TTA and CTC will each support and promote the fund raising efforts of the other.

6. Confidentiality. (a) Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose Confidential Information to the Receiving Party as defined in this Section 6 in connection with the negotiation of and performance under this MOU. "Confidential Information" means (i) all information disclosed in tangible form by the Disclosing Party and marked "confidential" or "proprietary", and (ii) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure.

(b) The Receiving Party agrees to protect Confidential Information (whether disclosed before or after the Effective Date) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees or independent contractors who have a demonstrable need to know, who have been notified that such information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this MOU.

(c) The Receiving Party's obligation to protect Confidential Information under this MOU will expire two (2) years from the date of expiration or termination of this MOU.

(d) The restrictions set forth in this Section 6 will not apply to any Confidential Information: (i) after it has become generally available to the public through no fault of the Receiving Party or its consultants, agents or subcontractors; (ii) that is rightfully in the Receiving Party's possession before disclosure to the Receiving Party by the Disclosing Party; (iii) is independently developed by the Receiving Party without the developing person(s) having access to the Disclosing Party's Confidential Information; or (iv) is received by the Receiving Party in good faith from a third party not subject to an obligation of confidentiality.

(e) In addition, the Receiving Party may disclose Confidential Information if required to do so by statute, administrative process or court order, provided that (i) the Receiving Party gives the Disclosing Party sufficient advance notice of such disclosure requirement; (ii) the Receiving Party cooperates with the Disclosing Party, at the expense of the Disclosing Party, in trying to seek a protective order in connection therewith; and (iii) the scope of such disclosure is limited to the extent possible.

7. Information and Communication. This collaboration will be coordinated through the offices of the Chairman of CTC and the President of TTA.

8. Funding. The parties to this MOU may from time to time jointly seek funding to implement the activities of the collaboration. Potential donors and funding agencies shall be sought through joint efforts to achieve the goals and objectives of this MOU. The parties agree

that, unless otherwise provided for in this MOU, the financial arrangement for any project undertaken under this MOU will be set forth in the applicable Statement of Work for the project.

9. Notices. All notices required to be given under this MOU shall be sufficient if given in writing and sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address given below, or at such other address (or addresses) as may be provided by notice given under this section. All notices given pursuant to this MOU shall be effective when mailed. The party giving notice should retain a postmarked Certified Mail Receipt as evidence of the mailing date.

(a) Notice to CTC Formation Group, Inc. shall be sent to the Principal Office of the Corporation as stated on the records of the Tennessee Secretary of State. That office address is currently as follows (subject to change):

CTC Formation Group, Inc.
409 Thurman Ave., Suite 102
Crossville, TN 38555-4561

(b) Notice to Tennessee Trails Association shall be sent to the Principal Office of the Corporation as stated on the records of the Tennessee Secretary of State. That office address is currently as follows (subject to change):

Tennessee Trails Association, Inc.
23 Devil Creek PL
Monterrey, TN 38574-7074

(c) The party giving notice has the burden of confirming the currency of the other party's Principal Office address on the records of the Tennessee Secretary of State.

10. Duration; Amendment; Assignment. This MOU is valid for an initial period of five (5) years, commencing on the date of the last signature below. This MOU may not be amended or modified except with the written consent of both parties. Neither party may assign or subcontract its rights or obligations under this MOU in whole or in part without the prior written consent of the other party.

11. Termination; Force Majeure. (a) Either party shall be permitted to unilaterally terminate this MOU for any reason, without liability, by giving written notice to the other party not less than ninety (90) days prior to termination. Notwithstanding the foregoing, either party may terminate this MOU at any time upon written notice to the other party if the other party: (a) materially breaches this MOU or the terms of any mutually agreed on Statement of Work, and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; (ii) ceases to do business in the normal course; or (iii) becomes or is declared insolvent or bankrupt.

(b) If because of a Force Majeure, either party is unable to perform in whole or in part its obligations as set forth in this MOU, then such party will give the other party prompt written notice of such cause, and will be relieved of those obligations to the extent it is unable to perform for thirty (30) days from the notice date, and thereafter for as long as such cause continues. "Force Majeure" shall mean any earthquake, fire or other acts of God, riot, war, act of terrorism, formal restrictions on travel imposed by a governmental agency, or political instability that, in the reasonable opinion of a party, renders it undesirable to travel to a destination to render services under this MOU. If after thirty (30) days the party affected by such Force Majeure is unable to continue performance, the other party may terminate this MOU pursuant to subsection (a) of this Section 11. Neither party will be liable for any loss, injury, delays or damages suffered or incurred by the other party due to the above causes or to the termination of the MOU pursuant to this subsection 11(b).

12. Independent Contractors. Nothing contained in this MOU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This MOU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

13. Binding Effect; Assignment. This MOU shall be binding upon and shall inure to the benefit of the respective parties hereto and their successors and permitted assigns.

14. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original.

15. Governing Law; Venue. This MOU shall be governed by and construed in accordance with the law of the State of Tennessee. Any litigation brought with respect to this MOU or the transactions contemplated hereby shall be brought in a court of competent jurisdiction in Cumberland County, Tennessee.

16. Severability. In the event that any provision of this MOU is declared invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this MOU, and the remainder of this MOU shall remain in full force and effect according to its terms.

17. Waiver. Any of the terms or conditions of this MOU which may be waived may be waived in writing at any time by any party hereto which is entitled to the benefit thereof.

18. Enforcement. The parties hereto agree that the provisions of this MOU and the performance of each party hereunder may be enforced by any right or remedy available at law or in equity, including, but not limited to, the remedy of specific performance.

19. Dispute Resolution. (a) Scope. Any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach of this Agreement, (referred to in this Section as a "dispute") shall be settled according to the procedure set forth in this Section 19.

(b) Informal Conference. In the event a dispute arises between or among the parties, each party shall be obligated to meet and confer with the other(s) in good faith, on reasonable notice, and at a mutually agreeable location. The parties agree that if any party refuses to participate in such a conference, or if such a conference fails to produce a mutually acceptable resolution of the dispute within fifteen (15) calendar days after the parties' receipt of notice of the dispute, the other party or parties may submit the matter to mediation or arbitration pursuant to this Section 19.

(c) Mediation. In the event a dispute arises between or among the parties that cannot be settled by informal conference as set forth above, the parties may, on mutual agreement, submit the matter to mediation to be conducted in Cumberland County, Tennessee. The process for selecting the mediator shall be determined by the mutual written consent of the parties. If the parties fail to agree to a process within ten (10) calendar days from a request, the requesting party may proceed to invoke the arbitration process provided for herein. The consent of any party to such mediation may be withdrawn at any time, without cause.

(d) Arbitration. (i) In the event a dispute cannot be settled by informal conference or mediation as set forth above, or in the event either party refuses or withdraws consent to mediation, the matter shall be settled by arbitration before a single arbitrator in Cumberland County, Tennessee. The process for selecting the arbitrator, and the rules for arbitration, shall be determined by the mutual written consent of the parties. If the parties fail to agree to an arbitrator or the rules for arbitration within ten (10) calendar days after receipt of a demand for arbitration, the arbitration shall proceed in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, except as modified below. Judgment on the award rendered by the arbitrator or panel of arbitrators may be entered in any court of competent jurisdiction.

(ii) Immediately after the filing of the submission or the answering statement or the expiration of the time within which the answering statement is to be filed, the AAA shall send simultaneously to each party to the dispute an identical list of ten (10) (unless the AAA decides that a greater number is appropriate) names of persons chosen from AAA's National Roster of Commercial Arbitrators. The parties will attempt to agree on an arbitrator from the submitted list, and if they are able to do so, they will promptly advise the AAA of their choice. The same person may serve as both mediator and arbitrator only with the consent of all parties.

(iii) If the parties are unable to agree on an arbitrator within fifteen (15) calendar days of the date the AAA transmitted the list, each party to the dispute shall have an additional seven (7) calendar days in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual

preference, the AAA shall invite the acceptance of one (1) arbitrator to serve. If the parties fail to agree on any of the persons named within the time specified by AAA, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall appoint an arbitrator from among other members of AAA's National Roster of Commercial Arbitrators without the submission of additional lists. The arbitrator selection process set forth above shall apply regardless of whether there are two or more claimants or two or more respondents involved in the dispute.

(iv) Each party shall bear its own costs and expenses, and an equal share of the arbitrator's fees and administrative fees of arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective as of the date of the last signature below.

**TENNESSEE TRAILS ASSOCIATION,
INC. ("TTA")**

**CTC FORMATION GROUP, INC.
("CTC")**

By: _____
Carolyn Miller, President

By: _____
Rob Weber, Chairman

Date: _____

Date: _____