

AGENDA
COUNTY COMMISSION MEETING
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, OCTOBER 17, 2023, AT 6:00 P.M.

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. Public Comments
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - * A. Consider budget amendments and appropriations.
 - B. Consider Lewis Howard Property. -Jim Vincent
 - C. Consider Dean Corvin Rd property to be read into the minutes.
-Jim Vincent
 - D. Consider Resolution To Approve The Lease Agreement With Pine Grove Fire District Association For 3,120 Sq. Ft. Building and a 1,925 Sq. Ft. Building Located At 314 Euchee Chapel Road, Spring City, Tennessee. -Billy Thedford
 - E. Consider Resolution To Approve The Lease Agreement With Rhea County E-911 Emergency Communication District. -Leo Stephens

F. Consider Resolution To Allocate The Sum Of \$5,000 From The Hotel Motel Tax For Improvements To The Old Washington Boat Ramp. -Leo Stephens

10. ELECTION OF NOTARY

11. COUNTY EXECUTIVE'S REPORT

12. COUNTY ATTORNEY REPORT

13. COMMISSIONER COMMENTS

14. ADJOURNMENT

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number 1391, page 41, County Register's Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities and other facilities have been filed.

OWNER:
LEWIS HOWARD
LEWIS HOWARD
384 EVERGREEN ROAD
DAYTON, TN 37321

TAX MAP 61 PARCEL 38.05 AND PARCEL 36.02
DB 199 P 41 AND DB 301 P 377
0.213 ACRES FROM RHEA COUNTY TO HOWARD

DATE 20 23 OWNER
DATE 20 23 OWNER

OWNER:
RHEA COUNTY TN
373 CHURCH ST
DAYTON TN 37321

CERTIFICATION FOR EXISTING SEPTIC SYSTEM
The existing septic system is located as shown on the plot (lot(s)).
The location includes the septic tank and all field lines. To the best of my knowledge, the septic system is in proper working order on this date and the septic system(s) is/are contained within the boundary of the individual lot.

DATE 10-2 20 23 OWNER
DATE 10-2 20 23 OWNER

OWNER:
RUBEN SOTO
DB 504 P 467

CERTIFICATION OF E-911 APPROVAL
I hereby certify that I have reviewed this plot and find that it conforms to the County's E-911 requirements. I further hereby certify that the preparer of the plot has submitted a drwg file in the State Plane Coordinates to the 911 office of the final approved layout shown on this plot.

DATE 10-2 20 23 OWNER
DATE 10-2 20 23 OWNER

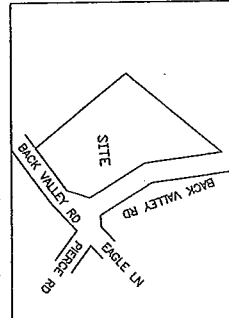
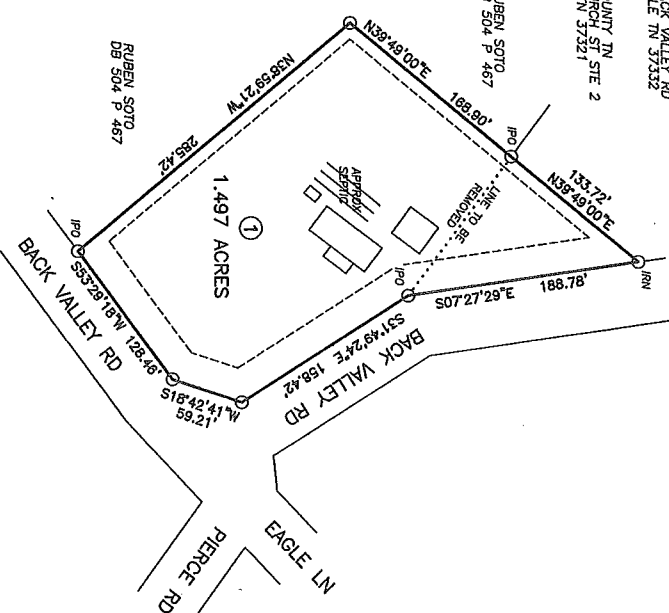
OWNER:
RUBEN SOTO
DB 504 P 467

CERTIFICATION OF WATER SERVICE
I hereby certify that the lake(s) on this plot is/are served by an existing water main of the CITY OF DAYTON. Service is available in accordance with the utility's fine connection policies.

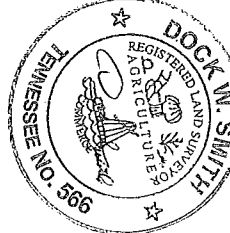
DATE 9/28 20 23 WATER DEPARTMENT

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plot shown hereon has been found to comply with the Rhea County Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the planning commission, and that it has been approved for recording in the Office of the County Register.

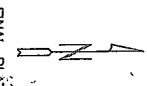
DATE 20 23 SECRETARY PLANNING COMMISSION



SET BACK 25' FRONT 10' SIDES 15' BACK
THIS PROPERTY IS NOT IN THE FLOOD ZONE
FEMA MAP 47015102300 NOV. 5 2008



DOCK SMITH
384 EVERGREEN ROAD
DAYTON, TN 37321
423-775-0826



FINAL PLAN
LEWIS HOWARD S/D
LOCATED IN THE 3RD DISTRICT OF
RHEA COUNTY, TENNESSEE
SCALE 1"=100'
AUG 14 2023



CERTIFICATE OF SURVEY ACCURACY
I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a class 2 Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

DATE AUG 14 20 23
REGISTERED LAND SURVEYOR NUMBER 566

This instrument prepared by
State of Tennessee
Department of Transportation
Legal Office
Region 2
7512 Volkswagen Drive
Chattanooga, TN 37416

Federal Project No. N/A
State Project No. 72006-2209-04
Rhea County
Tract No. 21 and 23
Excess Land
Request No. 7177

QUITCLAIM DEED

<u>ADDRESS OF NEW OWNER:</u>	<u>REAL TAX RESPONSIBILITY:</u>	<u>MAP PARCEL:</u>
Rhea County, Tennessee 1475 Market Street, Suite 301 Dayton, TN 37321	Same	108 / 021.00

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the covenants and agreements hereinafter contained, the **STATE OF TENNESSEE**, acting by its **Commissioner of Transportation**, under the authority of Tennessee Code Annotated, Section 12-2-112(a)(8), hereby Quitclaims unto **RHEA COUNTY, TENNESSEE**, for a public use purpose, subject to reversion to the State of Tennessee for failure to continue public ownership and use, all its right, title and interest, in and to the following described real estate located in Rhea County, Tennessee:

Beginning at a point of intersection between the east property line of Shaw and the present right of way line of State Route 60 on highway project no. 61009-3209-04, said point being 103.81' feet± left of State Route 60 centerline station 278+20, thence curving to the left in a southeasterly direction an arc length of 435.40' feet± along a non-tangential curve concave easterly having a radius of 11562.97' feet± and a chord bearing of south 19 degrees 52 minutes 45 seconds west 435.37' feet± to a point, 103.81' feet± left of State Route 60 centerline station 273+89, said point also being 48.97' feet± left of Dean Corvin Road centerline station 28+97, thence curving to the left in a southwesterly direction an arc length of 220.79' feet± along a non-tangential curve concave southerly having a radius of 348.97' feet± and a chord bearing of south 89 degrees 51 minutes 41 seconds west 217.12' feet± to a point, 309.39' feet± left of State Route 60 centerline station 273+20, said point also being 48.97' feet± left of Dean Corvin Road centerline station 27+07, thence south 71 degrees 44 minutes 11 seconds west 119.33' feet± to a point, 405.25' feet± left of State Route 60 centerline station 272+51, said point also being 48.97' feet± left of Dean Dean Corvin Road centerline station 25+88, thence along the existing right-of-way line as follows: curving to the left in a northwesterly direction an arc length of 141.65' feet± along a non-tangential curve concave northwesterly having a radius of 478.25' feet± and a chord bearing of north 46 degrees 05 minutes 11 seconds east 141.13' feet± to a point in the present right-of-way line of State Route 60, point being 339.71' feet± left of centerline station 273+72, said point also being 110.14' feet± left of Dean Corvin Road centerline station 27+13, thence curving to the right in a northeasterly direction an arc length of 161.03' feet± along a non-tangential curve concave southeasterly having a radius of 2154.63' feet± and a chord bearing of north 41 degrees 24 minutes 01 seconds east 160.99' feet± to a point being 278.57' feet± left of State Route 60 centerline station 275+17, said point also being 212.85' feet± left of Dean Corvin Road centerline station 27+94, thence curving to the right in a northeasterly direction an arc length of 355.17' feet± along a non-tangential curve concave southeasterly having a radius of 1324.89'

Federal Project No. N/A
State Project No. 72006-2209-04
Rhea County
Tract No. 21 and 23

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feet± and a chord bearing of north 49 degrees 46 minutes 12 seconds east 354.10'
feet± to a point of beginning, containing 1.492 ac., more or less.

This conveyance is made and accepted subject to the following conditions which will be binding upon the Grantees, their successor and assigns, and shall run with the land in perpetuity.

Said conditions are as follows:

- (1) no person, on the grounds of sex, handicap, race, color, religion, age, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any public accommodations which may be constructed on the above-described land.
- (2) that in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced and in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors and by first-tier subcontractors in the selection of the retention of second tier subcontractors.
- (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on the above described land.
- (4) that the Grantees comply with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and 23 U.S.C., Section 324;
- (5) that this conveyance is subject to any interest a person(s), business, governmental entity, or utility may have in the placement and maintenance of existing utility facilities located on the property.
- (6) Ingress or egress to S.R. 60 is not allowed from the herein-described property.

REFERENCE: The Legal Description contained herein was prepared by the Tennessee Department of Transportation, Region 2, 7512 Volkswagen Drive, Chattanooga, TN 37416. All references are derived from official plans on file at the Tennessee Department of Transportation, 13th Floor, James K. Polk Building, 505 Deaderick Street, Nashville, TN 37243-0348.

Being part or all of the property acquired by the State of Tennessee by deeds recorded in Book 252, Page 10 and Book 250, page 193 in the Register's Office of Rhea County, Tennessee.

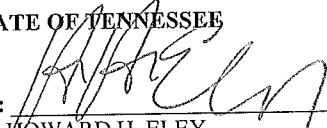
IN WITNESS WHEREOF, the **STATE OF TENNESSEE**, acting through its Commissioner of Transportation, has caused this instrument to be executed this the 6th day of September, 2023.

Federal Project No. N/A
State Project No. 72006-2209-04
Rhea County
Tract No. 21 and 23

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STATE OF TENNESSEE

BY:


HOWARD H. ELEY
DEPUTY GOVERNOR AND
COMMISSIONER OF TRANSPORTATION

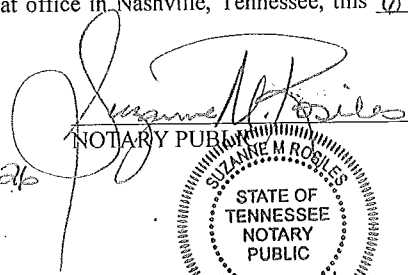
STATE OF Tennessee)

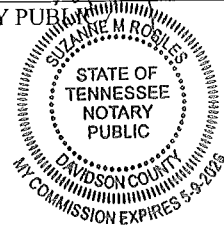
COUNTY Davidson)

Personally appeared before me, a Notary Public, in and for said County and State, HOWARD H. ELEY, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Deputy Governor and Commissioner of Transportation, and that, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the State of Tennessee by himself as such Deputy Governor and Commissioner of Transportation.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 6 day of September, 2023.

My Commission Expires: May 9, 2026


NOTARY PUBLIC



This conveyance is exempt from the payment of privilege tax under T. C. A. § 67-4-409(f).

RESOLUTION _____

**RESOLUTION TO APPROVE THE LEASE AGREEMENT WITH
PINE GROVE FIRE DISTRICT ASSOCIATION FOR A 3,120 SQ. FT. BUILDING
AND A 1,925 SQ. FT. BUILDING LOCATED AT 314 EUCHEE CHAPEL ROAD,
SPRING CITY, TENNESSEE**

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into a lease agreement with Pine Grove Fire District Association for a 3,120 sq. ft. building and a 1,925 sq. ft. building as well as ingress and egress to the property located at 314 Euchee Chapel Road, Spring City, Tennessee 37381, which is necessary for the fire-fighting equipment and associated needs in this area of the county; and

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into the lease, attached herewith as Exhibit "A"; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Rhea County Board of Commissioners hereby authorizes and approves the Lease Agreement attached hereto and incorporated herein as Exhibit "A" with Pine Grove Fire District Association for a 3,120 sq. ft. building and a 1,925 sq. ft. building as well as ingress and egress to the property located at 314 Euchee Chapel Road, Spring City, Tennessee 37381.

Duly passed and approved this _____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

Property Lease Agreement

THE PINE GROVE FIRE DISTRICT ASSOCIATION TO: RHEA COUNTY FIRE DEPARTMENT

This Lease Agreement (the "Agreement") is made and entered on the _____ day of _____, 2023 (the "Effective Date") by and between The Pine Grove Fire District Association, a not-for-profit entity (the "Landlord") and Rhea County, Tennessee, a political subdivision organized under the laws of the State of Tennessee, for the use and benefit of the RHEA COUNTY FIRE DEPARTMENT, (the "Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

1. **Property.** Landlord, in consideration provided in this Agreement, leases to Tenant a 3,120 square foot building, a 1925 square foot building as well as parking area, including ingress and egress to the property, located at 314 Euchee Chapel Road, Spring City, Tennessee 37381 (the "Property").
2. **Term.** This agreement will begin on the _____ day of _____, 2023 (the "Start Date") and will continue for a period of one year with automatic renewals and shall terminate upon notice of termination as forth herein below. Tenant will vacate the Property upon termination of the Agreement and Landlord cancels automatic renewal at least 30 days prior to the renewal date.
3. **Rent.** Tenant will pay to Landlord rent in the amount of \$1.00 (the "Rent"), payable annually. There will be no rent increases through the term of the lease. As further consideration, Landlord may retain any improvements to the property, as agreed upon, once the Lease Agreement terminates and the Tenant vacates the premises.
4. **Possession.** Tenant will be entitled to possession of the Property on the first day of the term of Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties and automatic renewal has been exercised.
5. **Use of Property/Absences.** Tenant will occupy and use the property to operate a volunteer firefighter's organization and store and maintain and service vehicles and fire equipment, etc.
6. **Insurance.** Tenant is responsible for securing insurance for the premises to the extent of their use and for their personal property.
7. **Termination of Lease Agreement.** Notwithstanding any other provision of this Agreement, Landlord or Tenant may terminate this Agreement upon 30 days written notice after the full term of the lease unless mutually agreed upon by both parties.
8. **Alterations and Improvements.** Tenant is permitted to make improvements to the Property to accommodate storing the vehicles and/or training employees. Any and all alterations, changes, and improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant,

be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

THE PINE GROVE FIRE DISTRICT ASSOCIATION

By: _____
Name: _____
Title: _____

Date: _____

Tenant:

**RHEA COUNTY, TENNESSEE for the use and
benefit of the RHEA COUNTY FIRE DEPARTMENT**

By: _____
Jim Vincent, County Executive

Date: _____

RESOLUTION _____

**RESOLUTION TO APPROVE THE LEASE AGREEMENT WITH
RHEA COUNTY E-911 EMERGENCY COMMUNICATION DISTRICT**

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into a lease agreement with the Rhea County E-911 Emergency Communication District for the building and property with all improvements located at 8860 Back Valley Road, Evensville, TN 37332 ; and

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into the lease, attached herewith as Exhibit "A"; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Rhea County Board of Commissioners hereby authorizes and approves the Lease Agreement attached hereto and incorporated herein as Exhibit "A" with the Rhea County E-911 Emergency Communication District the building and property with all improvements located at 8860 Back Valley Road, Evensville, TN 37332.

Duly passed and approved this _____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

Property Lease Agreement

RHEA COUNTY, TENNESSEE TO THE E-911 RHEA COUNTY COMMUNICATION DISTRICT

This Lease Agreement (the "Agreement") is made and entered on the ____ day of _____, 2023 (the "Effective Date") by and between RHEA COUNTY, TENNESSEE, a political subdivision organized under the laws of the State of Tennessee, (the "Landlord") and the E-911 Rhea County Communication District, (the "Tenant"). Subject to the terms and conditions stated below the parties agree as follows:

- 1. Property.** Landlord, in consideration provided in this Agreement, leases to Tenant the building and property with all improvements located at 8860 Back Valley Road, Evensville, TN 37332 (the "Property").
- 2. Term.** This Agreement will begin on the ____ day of _____, 2023 (the "Start Date") and will continue for a period of _____ () years and shall terminate upon notice of termination as forth hereinbelow. Tenant will vacate the Property upon termination of the Agreement, unless Landlord and Tenant have extended this Agreement in writing or signed a new agreement.
- 3. Rent.** Tenant will pay to Landlord rent in the amount of **\$1.00** (the "Rent"), payable annually. There will be no rent increases through the term of the lease. As further consideration, Landlord may retain any improvements to the property, as agreed upon, once the Lease Agreement terminates and the Tenant vacates the premises.
- 4. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing.
- 5. Use of Property/Absences.** Tenant will occupy and use the Property to operate an E-911 Communication District for the use and benefit of Rhea County, Tennessee and store and maintain and service vehicles and emergency communication equipment, etc.
- 6. Insurance.** Tenant is responsible for securing insurance for the premises to the extent of their use and for their personal property.
- 7. Maintenance.** Tenant is responsible for all upkeep of the property, interior and exterior maintenance of the facility, including the roof, heat and A/C systems, plumbing and electrical systems, any replacement of flooring, fixtures or windows and doors.
- 8. Termination of Lease Agreement.** Notwithstanding any other provision of this Agreement, Landlord or Tenant may terminate this Agreement upon 180 days' written notice after the full term of the lease unless otherwise mutually agreed upon by both parties.

9. Alterations and Improvements. Tenant is permitted to make improvements to the Property upon express permission from the Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

RHEA COUNTY, TENNESSEE

By: _____
Jim Vincent, County Executive

Date: _____

Tenant:

E-911 Rhea County Communication District

By: _____
Shane Clark,
E-911 Rhea County Communication District Director

Date: _____

RESOLUTION NO. _____

RESOLUTION TO ALLOCATE THE SUM OF \$5,000.00 FROM THE HOTEL MOTEL TAX FUND FOR IMPROVEMENTS TO THE OLD WASHINGTON BOAT RAMP

WHEREAS, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding from the Hotel Motel Tax Fund in the amount of \$5,000.00 for improvements to the Old Washington Boat Ramp; and

WHEREAS, the Legislative Body has determined that this project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, the Legislative Body has determined that this project meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

WHEREAS, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

NOW THEREFORE, BE IT RESOLVED, by the Legislative Body of Rhea County, Tennessee, that the sum of \$5,000.00 shall be allocated from the Hotel Motel Tax Fund for improvements to the Old Washington Boat Ramp.

Duly passed and approved this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk