

**AGENDA**  
**COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, MAY 16<sup>TH</sup>, 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 bid process for short term rental location service. -  
Debbie Byrd
  - C. Consider Courthouse Request For Use Form. -Jim Vincent
10. ELECTION OF NOTARY
11. COUNTY EXECUTIVE'S REPORT
12. COUNTY ATTORNEY REPORT
13. COMMISSIONER COMMENTS
14. ADJOURNMENT

# Historic Rhea County Courthouse

## Request for Use

DATE OF APPLICATION \_\_\_\_\_

NAME OF INDIVIDUAL MAKING REQUEST \_\_\_\_\_

INDIVIDUAL'S ADDRESS \_\_\_\_\_

INDIVIDUAL'S PHONE # \_\_\_\_\_

INDIVIDUAL'S E-MAIL \_\_\_\_\_

GROUP REPRESENTING \_\_\_\_\_

FACILITIES NEEDED:      2<sup>nd</sup> Floor Courtroom       Museum   
1<sup>st</sup> Floor Lobby       Grounds   
1<sup>st</sup> Floor Conference       3<sup>rd</sup> Floor Conference

PURPOSE OF USE \_\_\_\_\_  
\_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_ TIME OF EVENT \_\_\_\_\_

APPROXIMATE NUMBER TO ATTEND \_\_\_\_\_

PAYMENT REQUIRED:      RENTAL FEE \_\_\_\_\_

During the above specified period, I (we) accept the personal liability of all members and guests in and on the grounds of the Rhea County Courthouse. I certify that I have read, understand, and agree to abide by all rules and/or constraints set forth in this contract.

SIGNED (Must be signed by an individual or group representative assuming responsibility for contractual agreement)

X \_\_\_\_\_ DATE \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**Rules Regarding Use of Venue Space or Grounds at the Historic Rhea County Courthouse**

1. Where the situation warrants, special individual or group contracts will be prepared in lieu of the standard contract used.
2. Rhea County Government reserves the right to visit/inspect the venue spaces and/or grounds during any scheduled rental period.
3. Rhea County Government will not be responsible for items left following an event or activity.
4. The Historic Rhea County Courthouse does not have a kitchen, but food and drinks are allowed to be served in the building.
5. Requests to serve any form of alcohol at the Historic Rhea County Courthouse will be reviewed by the County Attorney to ensure legal requirements are met.
6. Individuals and/or groups renting the venue space and/or grounds agree that no changes will be made to existing facilities. Damages resulting from use of facilities, regardless of circumstances, will be the responsibility of the individual and/or group using said facility.
7. Youth must be supervised by adults at all times.
8. Individuals and/or groups must comply with terms listed under "FEE SCHEDULE" section of this document. Also, they must agree to pay any unexpected cost (i.e., those resulting from facility damage, returned checks, cleaning charges, etc.) which results from facility use.
9. Individuals and/or groups must complete the "Historic Rhea County Courthouse Cleaning Checklist" immediately following the event and must meet the satisfaction of the renting agency.
10. If venue space is not cleaned properly, there will be a fee of \$150 will be charged to the individual and/or group that used the space.
11. Any violation of this contract shall prohibit any further use of this facility.

**Historic Rhea County Courthouse Policy**

- The facilities are available to all eligible persons regardless of age, race, color, national origin, sex, disability, religion, or veteran status. If any questions arise concerning eligibility of use for a specific activity or group, they will be referred to the County Executive for resolution.
- Non-profit organizations may request use of the venue space and/or grounds. Typically, a fee will not be required but will be evaluated on a case-by-case basis. However, donations are appreciated as there are expenses associated with the use of water, electricity, and natural gas at the building. This also applies to groups and/or individuals wishing to hold benefits for medical expenses or personal losses.

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

Procedure for Renting Venue Space or Grounds at the Historic Rhea County Courthouse

1. Individuals and/or those representing groups which wish to use the venue space and/or grounds should contact Jacob Ellis, 1475 Market St., Dayton, TN, 423-762-2890, [ellisj@rheacounty.org](mailto:ellisj@rheacounty.org), for information, requirements, etc.
2. A standard or special contract must be completed before a reservation is entered on the Historic Rhea County Courthouse calendar.
3. Rent may be paid at any time prior to a scheduled event or activity. It MUST be paid (if not before) when an individual or group representative picks up keys for building access. Rent checks should be made payable to **Rhea County Trustee**.
4. If user desires, an inspection of the facility and/or grounds will be made by a county employee prior to time facility is used.
5. Buildings and grounds must be cleaned immediately after event or activity and keys returned to Rhea County Government.
6. Once keys have been returned, an inspection will be made to determine proper clean up and no damage to the facilities.

**Fee Schedule**

Venue Space	Fee (single day)	Fee (multiple days)	Remarks
2 <sup>nd</sup> Floor Courtroom	\$100	\$150	Includes 1 <sup>st</sup> & 2 <sup>nd</sup> floor restrooms
1 <sup>st</sup> Floor Lobby	\$50	\$100	Includes 1 <sup>st</sup> floor restrooms
1 <sup>st</sup> Floor Conference	\$50	\$100	Includes 1 <sup>st</sup> floor restrooms
3 <sup>rd</sup> Floor Conference	\$50	\$100	Includes 1 <sup>st</sup> floor restrooms
Museum	\$75	\$100	Includes 1 <sup>st</sup> floor restrooms
Grounds	\$250	\$300	Does not have access to the building
Grounds, Lobby, Museum, 2 <sup>nd</sup> Floor Courtroom	\$300	\$500	Includes 1 <sup>st</sup> & 2 <sup>nd</sup> floor restrooms, trash pickup, and custodial supplies

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

Insurance

Groups charging admission and/or selling food or beverages of any kind:

Coverage	Limit	
Gen. Liability	Per Occurrence \$1,000,000	Products/Comp
	Operation \$1,000,000	
	Aggregate \$1,000,000	
	Fire Legal \$1,000,000	
Premises Medical Payment	\$5,000	Workers comp, if applicable Statutory

Hold Harmless

Indemnification and Hold Harmless: User shall indemnify and hold harmless Rhea County from:

- a) Any claims, damages, cost, and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of User, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, cost and attorney fees arising from any failure of User, its officers, employees, and/or agents including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) User shall pay Rhea County any expenses incurred as a result of User's failure to fulfill any obligations in a timely manner under this Contract.

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

## Historic Rhea County Courthouse Cleaning Checklist

### 1<sup>st</sup> and 3<sup>rd</sup> Floor Conference Room

- Put room back as it was found.
- Wipe down tables if necessary.
- Remove trash.
- Turn off lights.

### 1<sup>st</sup> Floor Lobby

- Put room back as it was found.
- Wipe down folding tables if used.
- Fold tables for storage and lean them against a wall.
- Sweep floors if necessary.
- Remove trash.
- Turn off lights.

### Museum

- Wipe down display cases if necessary.
- Sweep floors if necessary.
- Shut any open doors.
- Turn off lights.
- Remove trash.

### 2<sup>nd</sup> Floor Courtroom

- Put room back as it was found.
- Wipe down tables/podiums if used.
- Remove trash.
- Put folding chairs back if used.
- Turn off sound system.
- Turn off lights.
- Close doors

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

### Grounds

- Make sure all trash is picked up.
- Empty trash cans.
- Clean off stage area if used.
- Put stage seating back on the stage.
- Close all used outlet cover boxes.

### Restrooms

- Flush the toilets.
- Clean toilets and sinks if needed.
- Sweep floors if needed.
- Turn off lights.
- Remove trash.
- Replace toilet paper and paper towels if needed.

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