

**MINUTES  
ROANE COUNTY COMMISSION  
REGULAR MEETING  
OCTOBER 21, 2013**

**STATE OF TENNESSEE  
COUNTY OF ROANE**

**BE IT REMEMBERED**, that the County Commission of Roane County, Tennessee convened in regular session in Kingston, Tennessee on the 12<sup>TH</sup> day of August, 2013 at 7:00 P.M.

The Commission was called to order by **Bailiff Lloyd Cook**.

Invocation was given by **Commissioner Cantrell**.

The Pledge of Allegiance to the Flag of the United States of America was led by Lloyd Cook.

Present and presiding was the Honorable **James Brummett** and the following Commissioners: **Bacon, Berry, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder**. (15)

Absent: -0-

**THEREUPON** Chairman **Brummett** announced the presence of a quorum. Also present was the Honorable **Ron Woody**, County Executive, County Clerk **Barbara Anthony**, Budget Director **Kaley Walker**, County Attorney **Tom McFarland**, Deputy Clerk **Bobbie Tipton** and Zoning Officer **Kay Christopher**.

At this time **Commissioner Forrester** recognized Seth Haynes, the Roane County High School Football player that broke his neck in the October 18, 2013 football game. He reported that Seth was out of ICU and was hopeful that he would make a full recovery, but that he would not be able to play football. There were several events scheduled to raise money to help the family with medical bills.

**APPROVE MINUTES OF THE September 9, 2013 MEETING.**

**MOTION** was made by **Commissioner Forrester** with second by **Commissioner Johnson** to approve the minutes of the September 9, 2013 meeting.

Motion to **Passed** upon unanimous voice vote.

**ACCEPTANCE OF COMMITTEE REPORTS AND CORRESPONDENCE:**

1. **Minutes** of Local Emergency Planning Committee 02-20-2013
2. **Minutes** of Local Emergency Planning Committee 10-02-2013
3. **Minutes** of Joint School Board/County Commission 09-12-2013
4. **Minutes** of Fire Board 08-13-2013
5. **Minutes** of Fire Board 09-10-2013
6. **Minutes** of Non-Profit Committee 08-22-2013
7. **Minutes** of Public Utility Board 08-27-2013
8. **Letter** from Edward C. Shumaker resident of Roane County to Gene McClure of Roane County Wastewater about the special monthly sewer charges of Grand Vista Bay development area 08-14-2013
9. **Minutes** of Road Committee 08-27-2013
10. **Minutes** of Budget Committee 08-28-2013
11. **Minutes** of School Liaison Committee 08-29-2013
12. **Minutes** of Public Records Committee 09-04-2013
13. **Minutes** of Planning Commission 08-14-2013
14. **Minutes** of Property & Solid Waste Committee 09-26-2013
15. **Minutes** of Sheriff's Liaison Committee 08-05-2013
16. **Minutes** of Sheriff's Liaison Committee 10-07-2013
17. **Minutes** of Beer Board 09-10-2013
18. **Minutes** of Beer Board 10-08-2013
19. **Report**, annual Sheriff's Office financial statement for year ended 06-30-2013. 08-27-2013
20. **Letter** from State of Tennessee Director Sandra Thompson of the Office of State and Local Finance acknowledging receipt of 2014 County budget for the fiscal year from County Executive Woody. 08-23-2013
21. **Plan of Action** from Sheriff Jack Stockton to seek advice from County Executive Ron Woody and District Attorney General and Judges concerning inmate capacity and the issue of overcrowding as confirmed by yearly jail inspection and assessment of minimum standard deficiency of living conditions within the county jail. 08-27-2013
22. **Letter** from County Executive Ronald B. Woody to Don M. Brown Transportation Planner of the East Tennessee Development District recommending top 3 future candidate roadway projects.08-29-2013

23. **Letter** from Kent Calfee, Tennessee State Representative 32<sup>nd</sup> district to Commissioner John Schroer of Tennessee Department of Transportation concerning safety conditions of narrow and dangerous road segment at mile marker 7.1 on SR72 in Roane County. 09-16-2013
24. **Letter** from Director of Roane County Schools Gary D. Aytes regarding a resolution asking Governor Bill Haslam and General Assembly to address the disconnect existing between the county school board and the State Department of Education 09-27-2013
25. **Letter** from County Executive Ronald B. Woody to Senator Ken Yager, State Representative Kent Calfee, and State Representative Ron Travis concerning State Education Funding for Roane County as compared to the percentages of required local funding of other cities and counties in Tennessee.
26. **Letter** from State of Tennessee Director Susan Gullette of Systems and Administration to Property Assessor David Morgan acknowledging notification by property assessor's office of plans to change to a different computer system used for the appraisal and assessment of property for property tax purposes. 10-02-2013
27. **Order of Dismissal** Roane County vs. Roy Rule 08-29-2013
28. **Order of Dismissal** Roane County vs. Roy Rule 09-16-2013

Motion to receive the Committee Reports and Correspondence was made by **Commissioner Kelley** with second by **Commissioner Moore**.

Motion to adopt as **Passed** upon voice vote.

**NOTARIES:**

The following persons desiring to be elected as a Notary Public in Roane County were presented to the Commission by County Clerk **Barbara Anthony**: Shelley G. Jackson, Kristy M. Brackett, Terri L. Lacey, Rhonda A. Justice, Treva L. Loy, Penny L. Wilson, Tabitha Riggs, Karen W. Wilkerson, J. Austin Mink, Sharon Reynolds Clark, Wilma Jean Eblen, Sherry Pl May, Debra E. Baker, Sandra Kay Isham, Brenda Hall McDonald, Shayla Alicia Hall, Kathy Tilley, Russell C. Byrd.

Motion to elect was made by **Commissioner Bacon** with second by **Commissioner Forrester**.

Motion **Passed** upon unanimous voice vote.

**HEARING OF DELEGATION:** None

**COUNTY ATTORNEY'S REPORT:**

**Attorney McFarland** updated the commission on the status of lawsuits concerning the County.

**COUNTY EXECUTIVE'S REPORT:**

As you can see on your agenda, we filed a number of resolutions this month that represent work items of our county and at the appointed time would be glad to address any questions related to those resolutions.

Regarding Correspondence reports:

Correspondence #11 reflected the School Liaison Committee meeting of August 29, 2013.

Correspondence #3 are minutes of the Joint Meeting on September 12, 2013 from those two meetings, you have action by the school board (Correspondence #24), a letter from my office

(Correspondence #25), along with a resolution for consideration (Resolution #10-13-16). The School Liaison Committee is scheduled to meet this Thursday @ 6:00 p.m. at the Central Office. I will be unavailable due to a prior obligation.

You will also note a number of correspondences related to our jail. It is my understanding and we may have received the correspondence after the filing deadline that we will not be decertified while working on our Plan of Action.

For the record I have distributed to the Commissioners the 2014 County Commission Redistricting Maps as received today from the Tennessee Comptroller of the Treasury Office.

County approved appropriations for bonuses have been approved by elected officials and distributed to eligible employees.

**SPECIAL ORDERS:**

Motion to waive the twelve day rule and add Resolution # 10-13-17 to the agenda was made by **Commissioner Ellis** with second by **Commissioner Berry**.

Motion **Passed** upon unanimous voice vote.

**Confirmation of the reappointment of Allen Williams, Jane Long, and Randy Scarborough to the Planning Commission due to the expiration of terms. The new terms will expire October 25-2017.**

Motion to confirm was made by **Commissioner Berry** with second by **Commissioner East**.

Motion **Passed** upon unanimous voice vote.

**Confirmation of the appointment of Allen Townsend to the Roane County Environmental Review Board to fill a vacancy caused by the resignation of Frank Kornegay. The term will expire July 30, 2016.**

Motion to confirm was made by **Commissioner Moore** with second by **Commissioner Granger**.

Motion **Passed** upon unanimous voice vote.

**Approval of Surety Bond #14907864 for Scott Guinn, Youth Intake Officer in the amount of \$2500.00.**

Motion to approve was made by **Commissioner Johnson** with second by **Commissioner Collier**.

Upon roll call vote the following commissioners voted Aye:  
**Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis,  
Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson,  
Tedder (15)**

Thereupon the chairman announced that the motion bond was  
had been approved.

**ZONING RESOLUTIONS: None**

**OLD BUSINESS: None**

**NEW BUSINESS:**

**RESOLUTION # 10-13-01**

**IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE**

**A RESOLUTION honoring the service of MARJORIE PLEMONS EARICK to the Roane County School System and the citizens of Roane County.**

WHEREAS, Marjorie Earick passed away on September 15, 2013 at the age of 72; and

WHEREAS, Marjorie Earick served Roane County as an employee of the Roane County Board of Education as Food Service Manager for sixteen (16) years; and

WHEREAS, Marjorie Earick served Roane County as member of Roane County Board of Education for three (3) years; and

WHEREAS, during her tenure on the Board of Education she was an advocate for the future of education in Roane County; and

WHEREAS, it is altogether fitting and proper that her service be honored by the Roane County Commission:

NOW, THEREFORE BE IT RESOLVED, that the Roane County Commission, meeting in regular session on October 21, 2013, does hereby unanimously honor the service of Marjorie Plemons Earick, by spreading this resolution across the minutes of this Commission meeting.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the family of Marjorie Earick. UPON MOTION of Commissioner Collier, seconded by Commissioner Forrester,

The following Commissioners voted Aye: Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)

The following Commissioners Passed: -0-

The following Commissioners voted No:-0-  
THEREUPON, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

**RESOLUTION # 10-13-02  
IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE**

**A RESOLUTION** honoring the service of **Alvin B. Poole** to the Roane County Veteran's Affairs Office.

**WHEREAS**, Roane County honors the service of all military men and women; and

**WHEREAS**, the Roane County Veteran's Affairs Office provides veterans' benefits services; and

**WHEREAS**, **Mr. Alvin B. Poole** was a veteran of World War II; and

**WHEREAS**, **Mr. Alvin B. Poole** served as a Roane County Veteran's Affairs Officer for thirty (30) years; and

**WHEREAS**, it is altogether fitting and proper that his service to the United States of America and to Roane County be honored by the Roane County Commission:

**NOW, THEREFORE BE IT RESOLVED**, that the Roane County Commission, meeting in regular session on October 21, 2013, does hereby unanimously honor the service of **Alvin B. Poole**, by spreading this resolution across the minutes of this Commission meeting.

**BE IT FURTHER RESOLVED** that a copy of this resolution be presented to his wife, Mrs. Emma Rose Poole.

**UPON MOTION** of **Commissioner Goddard**, seconded by **Commissioner Moore**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder.**

The following Commissioners Passed: **-0-**The following Commissioners voted No **-0-**

**THEREUPON,** the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

**Resolution #10-13-03**

**A RESOLUTION authorizing Roane County to refund to: Wells Fargo  
Re: Jerry and Brenda Norton, 1 Home Campus, MAC X2302-04D, Des  
Moines IA 50328, the sum of \$1,113.78.**

**WHEREAS**, taxes on the following parcel were changed by the  
Property Assessor's office.

Reason: Rollback was assessed in error

Map	Group	Parcel No.	Year	Amount of tax paid	Refund
017.00			2012	\$1,113.78	1,113.78

**NOW, THEREFORE, BE IT RESOLVED**, that **ROANE COUNTY** is hereby authorized  
to refund to Wells Fargo RE: Jerry and Brenda Norton, 1 Home Campus,  
MAC X2302-04D, Des Moines, IA 50328, the sum of \$1,113.78.

Upon motion of **Commissioner Kelley** ,seconded by **Commissioner  
Collier**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett,  
Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger,  
Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners passed: **-0-**

The following Commissioners voted No: **-0-**

Therefore, the County Chairman announced to the Court that said  
resolution had received a constitutional majority and ordered same  
spread record.

**Resolution #10-13-04**

**A RESOLUTION authorizing Roane County to refund to: Christopher J. Peddicord, PO Box 1726, Harriman TN 37748, the sum of \$59.00.**

**WHEREAS**, taxes on the following parcel were changed by the Property Assessor's office.

Reason: mobile home removed due to fire 9/25/23

Map	Group	Parcel No.	Year	Amount of tax paid	Refund
026M	A	013.02	2012	\$85.00	\$59.00

**NOW, THEREFORE, BE IT RESOLVED**, that **ROANE COUNTY** is hereby authorized to refund to Christopher J Peddicord, PO Box 1726, Harriman TN 37748, the sum of \$59.00.

Upon motion of **Commissioner Kelley** ,seconded by **Commissioner Collier**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners passed: -0-

The following Commissioners voted No: -0-

Therefore, the County Chairman announced to the Court that said resolution had received a constitutional majority and ordered same spread record.

**Resolution # 10-13-05**

**A RESOLUTION authorizing Roane County to refund to: Willard Mead  
RE: Mead Copy and Print Shop, 100 N Skyline Drive, Rockwood TN  
37854, the sum of \$44.00.**

**WHEREAS**, taxes on the following parcel were changed by the  
**Property Assessor's office.**

Reason: business license closed with the state in 2011

Map	Group	Parcel No.	Year	Amount of tax paid	Refund
054L	A	12.00 P010	2012	\$44.00	\$44.00

**NOW, THEREFORE, BE IT RESOLVED**, that **ROANE COUNTY** is hereby authorized to refund to Willard Mead, 100 N Skyline Drive, Rockwood TN 37854, the sum of \$44.00.

Upon motion of **Commissioner Kelley** ,seconded by **Commissioner Collier**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners passed: -0-

The following Commissioners voted No: **-0-**

Therefore, the County Chairman announced to the Court that said resolution had received a constitutional majority and ordered same spread record.

**Resolution # 10-13-06**

**A RESOLUTION to place in surplus certain Roane County equipment and vehicles.**

**WHEREAS**, the Roane County Purchasing Department has determined that certain equipment and vehicles (see attached list) are of no longer use to certain departments, and

**WHEREAS**, the Property Committee of the Roane County Commission has met and voted to recommend approving this list of equipment and vehicles to be declared surplus, and

**WHEREAS**, any equipment or vehicles that can be used by other county offices will be transferred and not sold, and

**WHEREAS**, the Roane County Purchasing Department now seeks to have said equipment and vehicles declared surplus, and

**NOW, THEREFORE, BE IT RESOLVED** that this equipment and vehicles are hereby declared surplus property and they may be disposed of pursuant to T.C.A. 5-14-108.

**SECTION 1.** All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

**SECTION 2.** This resolution shall become effective upon passage, the public welfare requiring it.

Upon motion of **Commissioner Collier**, seconded by **Commissioner Kelley**, the following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder 15)**

The following Commissioners Passed: **-0-**

The following Commissioners voted No: **-0-**

**THEREUPON**, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

**See attachment**

**Resolution # 10-13-07**

**A RESOLUTION allocating the available space for use by service organizations affiliated with the Roane County Government.**

**WHEREAS**, the University of Tennessee Agricultural Extension Office previously was located on the third floor of the Roane County Courthouse; and

**WHEREAS**, with added security policies and procedures for Courthouse security, the University of Tennessee Agricultural Extension Office has temporarily relocated to the previous Roane County Juvenile Center; and

**WHEREAS**, for about 18-24 months before and during property reappraisal, the County had leased facilities due to the additional required space; and

**WHEREAS**, the State Department of Veteran's Affairs has requested that Roane County consider bringing the Veteran Service Officers and Services in house as a more proactive and accountable program; and

**WHEREAS**, recently a Veteran's Service Officer vacancy has occurred due to death and another position is being used on a very limited basis and a third person is considering resigning; and

**WHEREAS**, available space exists on the third floor of the Courthouse due to the relocation of the University of Tennessee Agricultural Extension Office; and

**WHEREAS**, Roane County now has available space on the third floor of the Courthouse for reappraisal; and

**WHEREAS**, the Roane County Property Committee met on September 26, 2013 and recommends that available space on the third floor of the Courthouse be assigned to the Roane County Assessor of Property for the upcoming 2015 Reappraisal.

**NOW, THEREFORE, BE IT RESOLVED** that Roane County Commission does, hereby, allocate available space as follows:

- University of Tennessee Agricultural Extension Office to the old Juvenile Facility in Midtown
- The county Assessor of Property to the offices previously used by the UT Agricultural Extension Office with the exception of the office formerly used by UT Extension Agent Grant Palmer
- UT Extension Agent Grant Palmer's former office to the County Executive for potential use as a Veteran's Service Office.

**BE IT FURTHER RESOLVED** that the Assessor of Property's space shall be assigned beginning January 1, 2014 and expiring December 31, 2015 unless extended.

UPON MOTION of **Commissioner Collier**, seconded by **Commissioner Kelley**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners Passed: **-0-**

The following Commissioners voted Nay: **-0-THEREUPON**, the County Chairman announced to the Commission that said resolution received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-08**

**A RESOLUTION authorizing the County Executive to enter into a lease agreement with Jon Loden for one year.**

**WHEREAS**, Roane County entered into an agreement with Jonathan J. Loden and wife Vicki A. Loden on January 1, 2009; and

**WHEREAS**, the purpose of the lease agreement was for the storage and servicing of Emergency Services vehicles and equipment and other county vehicles and equipment; and

**WHEREAS**; it is the county's desire to renew said agreement for a period of one year beginning the 1<sup>st</sup> day of February, 2014, with the understanding that the county can exit the agreement at any time with no penalties if the said vehicles/equipment are moved to a county-owned storage facility; and

**WHEREAS**, the Lessee shall pay Lessor as rental for the subject premises (described herein below) the sum of \$1,800.00 per month commencing on the 1<sup>st</sup> day of February, 2014 and continuing on the same day of each succeeding month during the term hereof. The rental payments of \$1,800.00 per month shall be made directly to Lessor at 1259 A Gallaher Road, Kingston, TN 37763, or such place as the Lessor shall designate in writing.

**SUBJECT PROPERTY:** Lessor leases to Lessee the building and lot, referred to as the demised premises, situated at 102 Sycamore Road, Harriman, County of Roane, State of Tennessee, Map #0640, Group B, CTL map 046J, Parcel 00800. The demised premises consist of a commercial building, and fenced parking lot. It is understood that no representation or warranty is made with respect to the erection or expansion of adjoining areas or to the time other store buildings will be erected and occupied.

**NOW, THEREFORE BE IT RESOLVED**, that the Roane County Commission does hereby authorize the County Executive to enter into an agreement with Jonathan J. Loden and wife Vicki A. Loden to lease the aforesaid subject property at a rental rate of \$1,800.00 per month for a period of one year beginning February 1, 2014.

**BE IT FURTHER RESOLVED** that the County can exit the agreement with no penalties in the event said vehicles/equipment are moved to a county-owned storage facility.

**UPON MOTION of Commissioner Moore, seconded by Commissioner Ellis.**

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners Passed: -0-

The following Commissioners voted No:-0-

**THEREUPON**, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

### **LEASE AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> day of February 2014 between **Jonathan J. Loden and wife Vicki A Loden**, herein referred to as **LESSOR**, and **Roane County Government**, herein referred to as **LESSEE**.

#### **WITNESSETH:**

1. **SUBJECT PROPERTY:** Lessor leases to Lessee the building and lot referred to as the demised premises situated at 102 Sycamore Rd. Harriman, County of Roane, State of Tennessee, Map # 0460. Group B, Ctl. map #0461, Parcel 00800. The demised premises consist of a commercial building, and fenced parking lot. It is understood that no representation or warranty is made with respect to the erection or expansion of adjoining areas or to the time other store buildings will be erected and occupied.

#### **. USE OF PREMISES:**

**A. Purposes.** Lessee shall use the demised premises for the purpose of storing and servicing Emergency Management vehicles and equipment and other County vehicles and equipment. No part of the demised premises shall be used for any other purpose without prior written consent of Lessor.

**B. Public Auction.** No sale at auction by Lessee or others shall be made in or from the demised premises.

**C. Maintenance of Premises.** The Lessee shall at all times maintain all of the demised premises in a clean, neat, and orderly condition. The lessee shall not use the demised premises or any part, or permit any part of the demised premises to be used, or permit any act whatsoever to be done on the demised premises in a manner that will violate or make void or inoperative any policy of insurance held by the Lessor.

**D. Use Impairing Structural Strength.** The lessee shall not permit the demised premises to be used in any manner that will impair the structural strength of the store building or permit the installment of any machinery or apparatus the weight or vibration of which may tend to injure or impair the foundations or structural strength of the foundations.

**E. Garbage Disposal.** The lessee shall not burn or incinerate any rubbish, garbage, or debris, at, in or about the demised premises, and shall cause all containers, rubbish, garbage, and debris accumulated therein to be stored within the demised premises to be hauled away from the premises for disposal prior to the accumulation of any substantial quantity.

**F. Public Regulations.** In the conduct of its business in and about the demised premises, Lessee shall observe and promptly comply with all laws, ordinances, and regulations of public authorities.

### **3. TERM:**

**A.** The term of this Lease shall be for a period of One (1) year commencing on the 1<sup>st</sup> day of February 2014 and ending on the 31<sup>st</sup> day of January 2015. The Lessee is given the right or option to release the premises subject to Lessor's consent. Lessee reserves the right to terminate the lease with no penalties in the event the vehicles/equipment (**See Section 2. A.**) are moved to a county-owned storage facility. Both parties, Lessor and Lessee have the option to terminate this lease agreement pending a sixty (60) day notice in writing should either party choose to exercise this option.

**4. RENTAL:** lessee shall pay Lessor as rental for the subject premises the sum of \$ 1800.00 per month commencing on the 1st day of February 2014, and continuing on the same day of each succeeding month during the term hereof. The rental payments of \$1800.00 per month shall be made directly to Lessor at 1259 A Gallaher Road. Kingston, TN 37763, or such place as the Lessor shall designate in writing.

### **5. PARKING AREA AND COMMON FACILITIES:**

**A. Maintenance:** Lessee, throughout the term of this lease, shall maintain and keep in good order, condition, and repair the parking area and common facilities, all costs and expenses incurred in

connection therewith, including but not limited to repairs and janitorial.

**B. Governing Regulations:** Lessee will comply with and cause its employees and agents to comply with all rules and regulations adopted by Lessor in connection with the use of the parking area and common facilities and with all supplements and amendments which Lessor may subsequently adopt. It is understood and agreed that such rules and regulations shall pertain to the safety, care, use and cleanliness of the parking area and common facilities and preservation of good order. No rules and regulations now in effect or subsequently adopted shall be inconsistent with any provisions of this lease or unreasonable interfere with the Lessee's use and enjoyment of the demised premises. All rules and regulations and supplements and amendments which Lessor may adopt shall be in writing, and a copy shall be delivered to Lessee.

**C. Violation of Regulations.** If the Lessee shall fail, within three (3) hours after receipt of written notice of any violation by the Lessee or its employees or agents of any such rules or regulations to cure such violation, such failure shall constitute a default under this lease.

**6. INSTALLATION AND MAINTENANCE OF FIXTURES:** Lessee shall purchase and install in the demised premises all trade fixtures, floor coverings, all required equipment, and furnishings to be installed in the demised premises and necessary or proper for the operation of its business as expeditiously as possible.

Lessor grants permission for Lessee to enter the demised premises for tenant improvements on February 1, 2011 for installation of all trade fixtures, floor coverings, all required equipment, and furnishings necessary or proper for the operation of its business as expeditiously as possible.

All such trade fixtures, floor coverings, all required equipment, and furnishings shall be of first quality and commensurate in appearance and in keeping with the demised premises; and Lessee throughout the term of this lease shall maintain them in good order, condition, and repair at its own cost and expense.

## **7. SIGNS, EXTERIOR LIGHTING AND FIXTURE**

**A. Installation and Removal of Signs:** Lessee shall not install any signs advertising its business on the exterior of the building or roof. Lettering advertising said business may be placed on the doors and windows of said suite with prior written consent of Lessor. Any lettering placed on the doors and windows of said suites shall be removed upon the expiration or sooner termination of this lease, and all damage caused by the erection, maintenance, or removal of any and all such lettering shall be fully repaired at the cost and expense of Lessee

**B. Installation of Exterior Lighting and Fixtures.** Lessee shall not install any exterior lighting, exterior plumbing facilities, exterior shades or awnings, amplifiers, or similar devices, or use any advertising medium which may be heard or experienced outside the demised premises, such as loudspeakers, phonographs, or radio broadcasts, without Lessor's prior written consent.

**8. UTILITIES:** Lessee shall pay before delinquency for utilities including electricity, telephone, water and garbage removal services consumed by Lessee on the demised premises.

**9. TAXES:** Lessee shall pay before delinquency any and all personal property and business taxes assessed against the demised premises or arising out of the operation of the business operated on the demised premises. Property tax increases shall be reflected and applied to lease payments.

**10. INSURANCE:** Throughout the lease term, the Lessee shall be responsible for keeping the demised premises continuously Insured against all risks that are customarily insured against in like size endeavors, paying or providing for payment as soon as the same shall become due, all the premiums with respect thereto, including but not limited to property insurance on the Lessee's improvements made for Lessee's benefit of not less than the full value thereof. Lessee shall further maintain public liability insurance with minimum limits of \$1,000,000.00 for injury or death of one person and \$2,000,000.00 for injury or death of more than one person for the benefit of Lessee, making Lessor an additional insured there under. Lessee shall deliver to Lessor within thirty (30) days after the date of

this agreement either policies or certificates of insurance and in the event that Lessee falls to timely provide said insurance coverage and evidence of insurance, then Lessor shall have the option to secure said insurance coverage at the cost and expense of Lessee or to declare this lease null, void and of no further effect.

**11. REPAIRS:**

**A. By Lessee:** Lessee has made such inspection as it deems necessary, has satisfied itself as to the condition of the premises and is relying upon its own investigation. Lessee shall, at its own cost and expense, keep and maintain all of the demised premises, including but not limited to HVAC equipment, store fronts, bulkheads, roof, plumbing, electrical components, exterior entry and exit doors, exterior walls, ornamental facing, plate glass, and glazing in or on the demised premises, in good order, condition, and repair, and in compliance with all applicable laws and regulations, during the entire term of this lease, except for those repairs required of the Lessor to be made and damage occasioned by fire, earthquake, or other cause. The Lessee shall return the premises to the Lessor at the termination of the Lease in the same condition. Lessee shall indemnify and hold Lessor harmless from any and all mechanic's liens or claims of liens and all attorney's fees, costs, and expenses which may accrue, grow out of, or be incurred by reason of or on account of such lien or claim of lien.

**12. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS.**

**A. Lessor's Liability:** Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by any defect of gas pipes or steam pipes, or from broken steps, or from the backing up of any sewer pipe, or from the bursting, leaking, or running of any tank, tub, washstand, water closet, or waste pipe, drain, or any other pipe or tank in, upon, or about the premises, or from the escape of steam or hot water from any boiler or radiator. or for any such damage or injury occasioned by water being upon or coming through the roof, stairs, walks, or any other place upon or near the premises or for any such damage or injury done or

occasioned by the falling of any fixture, plaster, or stucco, or for any such damage or injury caused by wind or by the act, omission, or negligence of cotenants or other persons, occupants of the same building or of adjacent buildings or contiguous property.

**B. Waiver of Claims Against Lessor.** All claims against the Lessor for any damage or injury as provided in Section 12. paragraph A, are waived by Lessee.

**13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:** Lessee shall make no alterations, additions or improvements to the leased premises without first obtaining the written consent of Lessor. All alterations, additions, and improvements shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

**14. UNLAWFUL ACTIVITIES:** Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind.

**15. INDEMNIFICATION OF LESSOR**

**A. Lessee's Notice of Work to be performed.** Lessee shall serve a written notice on Lessor at least ten (10) days prior to permitting any work to be commenced in or on the demised premises.

**B. Liens and Encumbrances.** The lessee shall protect, save, and hold harmless the Lessor and the demised premises and all improvements placed on the premises from all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of the Lessee on the demised premises, and shall promptly and within ten (10) days after the filing of any lien for record fully pay and satisfy the lien, and shall reimburse the Lessor for all loss, damage, and expense, including a reasonable attorney's fee which it may suffer or be put to by reason of any such claims of lien, demands, charges, encumbrances, or litigation.

In the event the Lessee shall fail to pay and fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation; or should proceedings be instituted for the foreclosure of any

such lien or encumbrance, the Lessor shall have the right at its option, at any time after the expiration of the ten (10) day period to pay the lien or any portion of it, with or without the costs and expenses claimed by such claimant, and in making such payment the Lessor shall be the sole judge of the legality of the claims. All amounts so paid by the Lessor shall be repaid by the Lessee to the Lessor upon demand, together with interest thereon at the rate of fifteen (15%) percent per annum from the date of payment by the Lessor until repayment is fully made.

**C. Personal Injuries; Violations of Law:** Lessee covenants and agrees at all times to indemnify and save harmless the Lessor and the demised premises from and against any cost, liability, or expenses arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the demised premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee. Lessee shall indemnify and save harmless the Lessor from any penalty, damage, or charge incurred or imposed by reason of any violation of law or ordinance by Lessee or any person or persons holding under Lessee, and from any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

**16. DAMAGE OR DESTRUCTION:** In case of destruction of the building or the premises or damage thereto from any cause so as to make it untenable, Lessee, if not then in default here-under, may elect to terminate this Lease as of the date of said destruction. In the event of such termination., there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies held by Lessor covering such building or any part thereof. On such termination, rent, taxes, assessments, and any other sums payable by Lessee to Lessor hereunder, shall be prorated as of the termination date, and in the event any rent, taxes, or assessments shall have been paid in advance, Lessor shall rebate the same for the unexpired period for which payment shall have been made.

In Case of destruction of the building on the premises or damage thereto from any cause so as to make it

untenable, Lessee agrees Lessor is not liable for any damage done to Lessee's property, for any loss associated with such damage or destruction, or for any loss of business or profits as a result of such damage or destruction, excepting damage caused by destruction resulting from the actions of the Lessor such as original faulty construction.

**17. LATE CHARGES:** Lessee acknowledges that late payment of rent will cause Lessor to incur cost not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. If any installment of rent is more than five (5) days past due, Lessee shall pay Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs of Lessor incurred for extra accounting charges and late charges imposed by their lenders

**18. DEFAULT:**

**A. Lessor's right to repossess, operate, or re-let:**

If the rental reserved by this lease to other charges to be paid under this lease by Lessee, or any part of this Lease, are not paid, when due and remain unpaid for a period thirty (30) days after notice in writing, or If Lessee fails to promptly perform any other covenant, condition, or agreement by it to be performed under this lease and such failure shall continue for a period of thirty (30) days after notice in writing specifying the nature of such failure, or Lessee abandons under this lease to be performed by it which cannot be cured, then, and in any such event Lessee shall be deemed to be in default and Lessor, without further notice, may at its option take possession of the demised premises, including all improvements and fixtures and equipment located at, in, or about the premises. Lessor shall take, operate, or re-let the premises, in whole or in part, for the account of the Lessee to such tenant or tenants as the Lessor in good faith may deem proper of the full term of this lease. Lessor shall receive all proceeds and rent accruing from such operation or re-letting of the demised premises or fixture and equipment. Lessor shall apply these proceeds first to the payment of all costs and expenses incurred by the Lessor in obtaining the possession of, and the operation or re-letting of

the premises or fixtures and equipment including reasonable attorney's fees, commissions, and collection fees, and any alterations or repairs reasonably necessary to enable the Lessor to operate or re-let the premises or fixtures and equipment; and second, to the payment of all such amounts as may be due or become payable under the provisions of this lease. The remaining balance, if any, given by the Lessor to the Lessee, shall be paid over to the Lessee at the expiration of the full term of this lease or on the sooner termination of the lease by written notice of termination.

**B. *Repossession or re-letting not a termination.***

***Lessor's right to terminate not forfeited.*** No repossession, operation, or re-letting of the premises or of fixtures and equipment shall be construed as an election by the Lessor to terminate this lease unless a written notice of such an intention is given by the Lessor to the Lessee. Notwithstanding any such operation or re-letting without termination of this lease, the Lessor may at any time thereafter elect to terminate this lease in the event that the Lessee remains in default under this lease.

**C. *Lessee's obligation to pay deficiencies.*** In the event the proceeds or rentals received by the Lessor under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due under this lease, the Lessee shall pay to the Lessor on demand such deficiency as may from time to time occur or exist.

**D. *Lessor's right to perform Lessee's duties at Lessee's cost.*** Notwithstanding any provision as to notice contained in this lease, if in Lessor's judgment the continuance of any default by Lessee, other than for the payment of money for the full period of the notice otherwise provided for, will jeopardize the premises or the rights of Lessor. Lessor may without notice, elect to perform those acts in respect of which Lessee is in default, at Lessee's cost and expense and Lessee shall then reimburse Lessor, with interest, on ten (10) days' notice by Lessor to Lessee.

**E. *Lessor's right to terminate lease.*** In the event of Lessee's default as stated in Section 8A, Lessor may, at its option, without further notice, terminate this

lease and any and all interest of Lessee under this lease, and may then take possession of the demised premises by legal proceedings.

**F. Lessor's right on termination to recover amount equal to rent reserved.** If this lease is terminated by the Lessor by reason of any default by Lessee, Lessor shall be entitled to recover from the Lessee, at the time of such termination, the excess, if any, of the amount of rent reserved in this lease for the balance of the term of the lease over the reasonable rental value of the premises for the same period. It is agreed that the "reasonable rental value" shall be the amount of rental which Lessor can obtain as rent for the remaining balance of the term.

**G. Lessor's remedies cumulative.** Each and all of the remedies given to the Lessor in this lease or by law are cumulative, and the exercise of one right or remedy by the Lessor shall not impair its right to exercise any other right or remedy.

**H. Limitations of notice period by government order.** Notwithstanding any provision as to notice in Section 18, if Lessee is required to comply with any governmental regulation or order within a period less than that to which Lessee would otherwise be entitled to notice, Lessee shall not be entitled to notice beyond the period within which such compliance may be required by such regulations or order.

19. **REMEDIES UPON DEFAULT:** In the event of any such default by Lessee, then in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the option to terminate the Lease and all rights hereunder to giving written notice of its intention to terminate to the Lessee.

20. **ACCESS TO PREMISES:** Lessee shall permit Lessor or its agents to enter the demised premises during the normal business hours of 8:00 A.M. until 6:00 P.M. to inspect the premises or make repairs as called for under this Lease.

21. **NOTICE:** Whenever in this lease It is provided or required that notice and/or demand be given or served by either party on the other, such notice and/or demand shall be deemed to have been duly given if it is in writing forwarded by certified mail, and address to as follows:

**Lessor:** Jonathan J. Loden  
Vicki A. Loden  
1259 Gallaher Rd.  
Kingston, TN. 37763

**Lessee:** Roane County Government  
Ron Woody, County Executive  
P O Box 643  
Kingston TN 37763

**22. WAIVER:** The waiver by Lessor of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any future waiver of the same provision.

**23. ATTORNEY'S FEES:** Should it be necessary to enforce any of the provisions of this Agreement, the Lessee shall be responsible for the payment of all reasonable attorney's fees and all costs and expenses in connection there with.

**24. TIME:** Time is of the essence of this Lease.

**25. HEADINGS:** The headings used in this lease are for convenience and shall not be resorted to for purposes of interpretation or construction of this lease.

**26. SINGULAR AND PLURAL:** The plural shall be substituted for the singular number or vice-versa in any place or places in which the context may require such substitution or substitutions.

**27. AMENDMENTS TO BE IN WRITING:** This lease may be modified or amended only by writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

**IN WITNESS WHEREOF,** the parties hereto have caused this instrument to be executed as of the day and date first above written.

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
**Government**

**Jonathan J. Loden**

**Roane County**

**By:**

\_\_\_\_\_  
**Vicki A. Loden**  
**County Executive**

**Roane**

**RESOLUTION NO. 10-12-09**

**IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE**  
**A RESOLUTION approving a lease between Anthony Kirkland and**  
**Roane County Government and authorizing the County Executive to**  
**execute said lease.**

**WHEREAS**, Anthony Kirkland has requested that his lease with  
Roane County Government be renewed for a period of two years;  
and

**WHEREAS**, the Property Assessor has advised that the commercial  
rent for the property should be \$2,880 per year.

**NOW, THEREFORE BE IT RESOLVED**, that the Roane County Commission  
does hereby approve the lease between Anthony Kirkland and Roane  
County Government, a copy of which is attached hereto and made a  
part hereof.

**BE IT FURTHER RESOLVED** that the Roane County Commission does  
hereby authorize the County Executive to execute said lease  
between Anthony Kirkland and Roane County Government.

**UPON MOTION of Commissioner Barry**, seconded by **Commissioner**  
**Moore**.

The following Commissioners voted Aye: **Bacon, Barry, Brummett,**  
**Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger,**  
**Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners Passed:-**0-**

The following Commissioners voted No:-**0-**

**THEREUPON**, the County Commission Chairman announced to the  
Commission that said resolution had received a constitutional  
majority and ordered same spread of record.

**Resolution # 10-13-10**

**A RESOLUTION setting charges for copies and records research for departments and offices of the Roane County government.**

**WHEREAS**, the Tennessee Public Records Act provides Tennessee citizens the right to receive copies of public records; and

**WHEREAS**, the Office of Open Records Counsel (OORC) has established the Schedule of Reasonable Charges for Copies of Public Records as required by Public Chapter 1179, Acts of 2008; and

**WHEREAS**, T.C.A. § 10-7-503(a)(7)(C)(1) authorizes records custodians to charge reasonable costs consistent with the Schedule of Reasonable Charges for Copies of Public Records.

**NOW, THEREFORE, BE IT RESOLVED** that Roane County does hereby accept the Schedule of Reasonable Charges for Copies of Public Records as approved and periodically updated by the Office of Open Records Counsel as attached

**BE IT FURTHER RESOLVED** that various offices may charge above the Schedule of Reasonable Charges for Copies of Public Records and not charge an hourly rate for minor assistance with those charges running up to \$.50 per copy(as of October 1, 2013) which is herein accepted and approved and must be prominently displayed.

**BE IT FURTHER RESOLVED** that charges established under separate legal authority are not governed by the schedule, and are not to be added to or combined with charges authorized under the schedule.

UPON MOTION of **Commissioner Collier**, seconded by **Commissioner Berry**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners Passed:-0-

The following Commissioners voted Nay: -0-

**THEREUPON**, the County Chairman announced to the Commission that said resolution received a constitutional majority and ordered same spread of record.

**See attachment**

**Resolution # 10-13-11**

**A RESOLUTION to amend the General Fund to designate \$5,000 previously appropriated for unspecified nonprofits.**

**WHEREAS**, the budget committee provided a designed amount of money to be distributed to local nonprofits, and

**WHEREAS**, the nonprofit committee requested leaving \$5,000 undesignated until such time as notice and applications were available, and

**WHEREAS**, the nonprofit committee reviewed the applications and recommend the following allocation.

**NOW, THEREFORE, BE IT RESOLVED** that the Nonprofit money be allocated as follows:

	Current Allocation	Adjustment	Ending Allocation
Roane Achieves	-	2,000	2,000
RCADC	-	1,000	1,000
Children's Reading Foundation	-	1,000	1,000
Mid East	13,547	<u>1,000</u>	14,547
Total Allocation		5,000	

Upon motion of **Commissioner Forrester**, seconded by **Commissioner Kelley**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

No:-0-

Passed: -0-

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-12**

**IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE**

**A RESOLUTION to amend the General Fund (101) to receive and appropriate grant money for three Governor's Highway Safety Office (GHSO) grants.**

**WHEREAS**, Roane County has been awarded three grants from the GHSO, and

**WHEREAS**, all three grants require no match money, and

**WHEREAS**, two of these grants have been received by Roane County in previous years, and the last one is supplemental in nature.

**NOW, THEREFORE, BE IT RESOLVED** that the General Fund (101) be amended as follows:

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
<b>Revenue</b>					
101	46980-NT14	Other State Grants	-	18,000	18,000
<b>Expenditures</b>					
	Sheriff's Department				
101	54110-187-NT14	Overtime Pay	-	10,000	10,000
	54110-355-NT14	Travel	-	5,000	5,000
	54110-790-NT14	Other	-	3,000	3,000

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
<b>Revenue</b>					
101	46980-RD14	Other State Grants	-	70,850	70,850
<b>Expenditures</b>					
	Sheriff's Department				
101	54110-187-RD14	Overtime Pay	-	17,000	17,000
	54110-790-RD14	Other	-	53,850	53,850

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
<b>Revenue</b>					
101	46980-HV14	Other State Grants	-	5,000	5,000
<b>Expenditures</b>					
	Sheriff's Department				
101	54110-790-HV14	Other Equipment	-	5,000	5,000

Upon motion of **Commissioner Kelley**, seconded by **Commissioner Moore**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

No: **-0-**                      Passed **-0-**

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-13**

**A RESOLUTION to amend the General Capital Projects Fund (171) subfunds Balance (BAL) and Other Facility Improvements (OFI) to reduce the appropriation as related the Health Department roof project and to appropriate money for expansion/renovation of the old juvenile center to be used for UT Ag Extension.**

**WHEREAS**, work on the roof repairs at the Health Department are encumbered and anticipated to come in below budget, and

**WHEREAS**, the BAL subfund has fund balance that can be appropriated for projects as needed.

**NOW, THEREFORE, BE IT RESOLVED** that the General Capital Projects Fund (171) subfunds BAL and OFI be amended as follows:

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
<b>Sub Fund BAL</b>					
<b>Expenditure</b>					
Transfer Out					
171	99100	590-OFI      Transfer Out	-	100,000	100,000
<b>Fund Balance</b>					
171	34585	Restricted for Capital Projects	107,992	(100,000)	7,992

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
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		Sub Fund OFI				
<b>Revenue</b>						
171	49800	BAL	Transfer In	-	100,000	100,000
<b>Expenditure</b>						
General Administration Projects						
171	91110	707- UTEX	Building Improvements	137,500	112,500	250,000
		707- ROOF	Building Improvements	15,716	(10,000)	5,716
<b>Fund Balance</b>						
171	34585		Restricted for Capital Projects	10,002	(2,500)	7,502

Upon motion of **Commissioner Kelley**, seconded by **Commissioner Collier**.

-

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

No:-0-

Passed: -0-

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-14**

**A RESOLUTION to amend the General Capital Fund (171) subfund Courthouse and Jail Maintenance (CHJ) to provide for new thermostats at the new jail.**

**WHEREAS**, the need to enhance heating and cooling controls were identified during a property committee meeting, and

**WHEREAS**, this adjustment was inadvertently left out of the original Courthouse and Jail Maintenance budget during the budget process.

**NOW, THEREFORE, BE IT RESOLVED** that the General Capital Projects Fund (171) subfund CHJ be amended as follows:

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
		Sub Fund CHJ			
		<b>Expenditure</b>			
171		General Administration Projects			
	91110	707-Jail Building Improvements	-	5,000	5,000
		<b>Fund Balance</b>			
171	34585	Restricted for Capital Projects	31,999	(5,000)	26,999

Upon motion of **Commissioner Johnson** seconded by **Commissioner Granger**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

No:-0- Passed: -0-

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

**Resolution #10-13-15**

**A RESOLUTION to amend the General Fund (101) to reconcile the approved budget and as the result of better estimates and adjust certain estimated 2013 revenue which shall be posted as 2014 revenue due to timing.**

**WHEREAS**, the Election Commission has received a grant to purchase software, and

**WHEREAS**, additional expense has been identified in relation to the repair of the fence at the new jail, and

**WHEREAS**, some revenues from the prior fiscal year were not received in time to be counted as 2013 revenue, thus shall be written off as 2013 revenue and added to the 2014 revenue estimates.

**NOW, THEREFORE, BE IT RESOLVED** that the General Fund (101) be amended as follows:

Upon motion of Commissioner **Collier** seconded by **Commissioner Kelley**.

The following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners voted No:-0-  
The following Commissioners Passed: -0-

Thereupon, the Chairman announced that said Resolution had received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-16**

**A RESOLUTION requesting the State Board of Education and the Tennessee General Assembly to consider improvements to the Tennessee Secondary Governmental Education Program.**

**WHEREAS**, the Tennessee General Assembly approved The Education Improvement Act of 1992, along with establishing powers and duties of the State Board of Education (**T.C.A.** 49-1-302); and

**WHEREAS**, The Education Improvement Act created a state funding formula known as the Basic Education Program (BEP); and

**WHEREAS**, the BEP has two distinct and separate formulas that earn funds for secondary governmental education:

1. **Cost Model.** Wherein cost drivers or factors which relate to delivery of education services generates funds, i.e., students generate a need for teachers, teacher has a cost which generates funds. The Cost Model is a shared cost between the State and local governments.
2. **TACIR Index/CBER Index.** A factor or group of factors (indexes) which considers a county's ability to fund education relative to other counties in the state. This factor or group of factors is known as TACIR Index and/or CBER Index. The Index impacts the State's and local governmental contribution percentages; and

**WHEREAS**, Roane County adopted Resolution# 02-12-15 in February 2012 asking the state to address weaknesses in the **Cost Model** funding formula; and

**WHEREAS**, Roane County now requests, in addition to addressing weaknesses in the **Cost Model**, also and more specific to Roane County addressing inequities in state funding due to weaknesses in the **TACIR** and **CBER Indices** ; and

**WHEREAS**, Roane County has been determined by the Indices to be the 14<sup>th</sup> wealthiest system of the 136 school systems in the state; and

**WHEREAS**, Roane County is considered wealthier than systems such as Alcoa and Maryville and many other city systems; and

**WHEREAS**, since Roane County is considered wealthier than other systems, Roane County receives substantially less state revenues.

**NOW, THEREFORE, BE IT RESOLVED** that the Roane County Commission does hereby request that the Tennessee General Assembly and State Board of Education explore, study, and recommended changes to the Indices.

**BE IT FURTHER RESOLVED** that the Tennessee General Assembly, along with the State Board of Education should further work to improve education funding by:

1. Fully funding the BEP formula
2. Insuring accurate student count (main component of earning funds)
3. Insuring proper indexes (most questionable and complex portion of the BEP formula)

**BE IT FURTHER RESOLVED** that the Roane County Executive is hereby directed to forward a certified copy of this resolution to Roane County's State legislators, Senator Ken Yager, Representative Kent Calfee and Representative Ron Travis; the State Board of Education, and *any other appropriate state office(s)* with the request that Roane County's position, recommendations, and input be considered when the state education funding formula is discussed.

**UPON MOTION** of **Commissioner Berry**, seconded by **Commissioner Kelley**, the following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners passed: **-0-**

The following Commissioners voted No: **-0-**

**THEREUPON** the County Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

**Resolution # 10-13-17  
IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE\**

**A RESOLUTION APPROVING THE SALE OF BACK TAX PROPERTY FOR THE HIGHEST BID RECEIVED AND FORT NOT LESS THAN THE MINIMUM PRICE SET BY THE BACK TAX COMMITTEE, WAIVING ALL FEES AND BACK TAXES.**

**WHEREAS**, the properties on the attached list have gone through the procedures required to sell back tax property in both the Clerk & Master's and the County Executive's offices, and **WHEREAS**, there were no bids on any of the properties on the attached list and now these properties are surplus to Roane County, and

**WHEREAS**, the Back Tax Property has met and has recommended a minimum amount that will be accepted for the properties on the attached list (as is evidenced in the August 8, 2012 meeting minutes of the Back Tax Committee), and

**WHEREAS**, the Roane County Commission by resolution can waive all back taxes and fees owed on the attached property,

**NOW, THEREFORE, BE IT RESOLVED** that the properties on the attached list are to be sold by the Purchasing Department to the highest bidder and not less than the minimum prices recommended by the Back Tax Committee as noted in the committee's meeting minutes dated August 8, 2012, and that all fees and back taxes are hereby waived.

SECTION 1. All resolutions in conflict herewith be and the same are repealed insofar as such conflict exists.

SECTION 2. This resolution shall become effective upon passage, the public welfare requiring it.

Upon motion of **Commissioner Forrester**, seconded by Commissioner Cantrell, the following Commissioners voted Aye: **Bacon, Berry, Brummett, Cantrell, Collier, East, Ellis, Forrester, Goddard, Granger, Johnson, Kelley, Moore, Nelson, Tedder (15)**

The following Commissioners Passed: **-0-**

**The following Commissioners voted No: -0-**

**THEREUPON**, the County Commission Chairman announced to the Commission that said resolution had received a constitutional majority and ordered same spread of record.

Motion duly made by **Commissioner Moore** with second by **Commissioner Granger**, the October 21, 2013 meeting stood adjourned at 8:55 P.M.

**APPROVED:**

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**Chairman James Brummett**

**Attest:**

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**County Clerk Barbara J. Anthony**