

**AGENDA**  
**RHEA COUNTY COMMISSION WORKSHOP**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, AUGUST 8<sup>TH</sup>, 2023, 6:00 P.M.**

1. Prayer
2. Pledge To Flag
3. Discuss letter from Sheriff concerning School Resource Officers. -Sheriff's Department
4. Discuss software for the building department. -Building Inspector
5. Discuss Rhea County Growth Plan. -RETC Director
6. Discuss RETC updates. -RETC Director
7. Discuss License Agreement between Rhea County and TDOT. - Jim Vincent
8. Public comments
9. County Official comments
10. County Executive comments
11. Commissioner comments
12. Adjourn

**Commission Meeting**  
**Tuesday, August 15, 2023, 6:00 P.M.**

Rhea County Sheriff's Department  
7800 Rhea County Hwy  
Dayton, TN 37321  
<http://www.rheacountytn.gov>

Sheriff's Office: 423-775-7837  
Jail: 423-775-7838  
Fax: 423-775-5463  
Dispatch: 423-775-2442

At the beginning of 2023 legislative session, Governor Lee introduced a new bill to strengthen physical security at every public school as a result of the school shooting in Nashville, TN. The Sheriff's Department has applied for a new grant that is funded through the State of Tennessee regarding school resource officers (SRO). Law Enforcement agencies that currently provide SRO's are eligible for this grant.

The Sheriff's office currently has 8 SRO's employed, costing a total of \$518,455 per year. The SRO grant program is not to exceed \$75,000 per year, per SRO, at each K-12 public school. This grant will cover 7 of the 8 officers' salaries. This grant will reimburse approximately \$452,000 in salaries for the SRO's. The grant is approved for 3 years with annual application. That would be approximately \$1,356,000 over the 3-year period.

I would like an additional SRO to be a floating officer between the schools through the grant. The additional SRO would respond if there is a major problem, check in with the other officers, and also cover if any of the other officers are out sick or take a vacation, making sure an officer stays present in every school. If the grant is not renewed after the 3 years by the State then the County would only have to assume 1 new officer.

This would mean that the County would only be responsible for covering 2 SRO salaries while we are receiving the grant. The other 7 SRO's salaries would be covered by the grant, for a total of 9 SRO's county-wide. I would ask that the SRO's salaries remain in my budget and use the grant money to reimburse the salaries for the 7 SRO's. This way, at the end of the 3 years or for however long this grant continues, the County does not have to come up with \$452,000 per year for their salaries.

This grant provides us with the opportunity to provide extra money for the County while helping us achieve our goal of school security. Ensuring the safety of our children and educators at school has been and always will be a priority of mine.

#### Breakdown:

Grant money available – \$525,000

Number of current SRO's – 8

Asking for 1 additional SRO to a total of 9 with the 9<sup>th</sup> being a roving supervisor to monitor all schools

Amount of salaries (7) covered by grant – approx. \$452,000

Amount of salaries (2) County would pay – approx. \$132,600

County Savings over 3-year period – approx. \$1,356,000

Remaining Grant Money for Equipment & Training – approx. \$73,000

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 2  
7512 Volkswagen Drive  
Chattanooga, TN 37416  
(Local Government)

Project Nos. 72005-2210-04  
61001-2205-04  
Tract: 4  
Rhea County  
Request No. 7176

### LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and **RHEA COUNTY, TENNESSEE** (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to construct and maintain a gravel parking lot underneath the bridge over the Tennessee River on State Route 30 at mile marker 17.186 in Rhea County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to construct and maintain a gravel parking lot underneath the bridge over the Tennessee River on State Route 30 at mile marker 17.186 in Rhea County, Tennessee, (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for a public use purpose, subject to cancellation for failure to continue public use for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a ten (10) year, renewable license which shall begin on \_\_\_\_\_, 20\_\_\_\_ and shall end on \_\_\_\_\_, 20\_\_\_\_.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the

Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
13. **COMPLIANCE** - All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and

regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, 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 shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would

result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

- 18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
- 19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
- 20. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

Rhea County, Tennessee  
1475 Market Street, Suite 301  
Dayton, Tennessee 37321

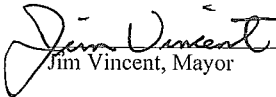
**TO THE STATE:**

TN Department of Transportation  
ATTN: Brian Dickerson  
James K. Polk Building, 6<sup>th</sup> Floor  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

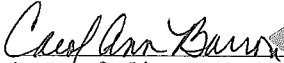
**RHEA COUNTY, TENNESSEE**

  
Jim Vincent, Mayor

**SIGN  
HERE**

DATE: 8/1/23

APPROVED AS TO FORM  
AND LEGALITY:

  
Attorney for Licensee

**SIGN  
HERE**

DATE: 8/2/23

**STATE OF TENNESSEE**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Howard H. Eley  
Deputy Governor and Commissioner  
Tennessee Department of Transportation

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

# Rhea County Government - License Agreement - SR-30

## DEPARTMENT OF TRANSPORTATION BUREAU OF PLANNING AND DEVELOPMENT RHEA MEIGS COUNTIES

STATE ROUTE 30  
BRIDGE AND APPROACHES OVER  
THE TENNESSEE RIVER  
(NEAR WASHINGTON FERRY)

R.O.W.  
STATE HIGHWAY NO. 30 F.A.S. NO. 30

END PROJ. NO. 72005-2210-04 (RHEA CO.) BEGIN PROJ. NO. 61001-2205-04 (MEIGS CO.)  
STA. 137+15 (R.O.W.) STA. 157+15 (R.O.W.)

BEGIN PROJECT 72005-2210-04 (RHEA CO.)  
STA. 100+00.00 (R.O.W.)

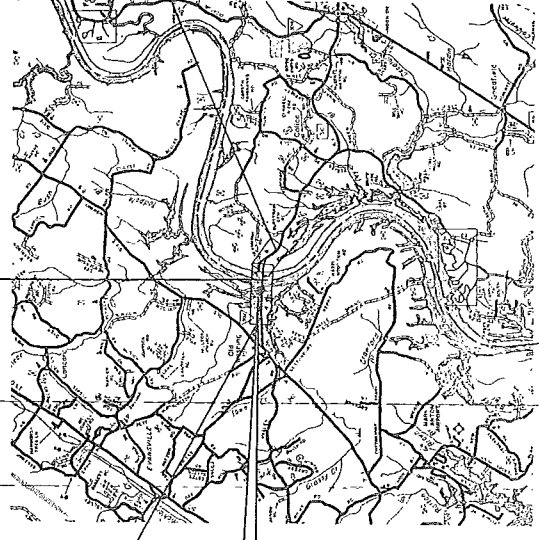
END PROJECT 61001-2205-04 (MEIGS CO.)  
STA. 168+50.00 (R.O.W.)

AREA TO BE LICENSED  
1.23 ACRES ±

**EXHIBIT A**  
Index of Sheets

SHEET NO.	TITLE SHEET
1	TYPICAL SECTIONS
2-2A	PRESENT LAYOUT & SHEETS
3-6	PROPOSED B. PROFILE LAYOUT SHEETS
4-4-6A	SIDE ROAD AND DRIVEWAY PROFILES
7-7A	DRAINAGE MAP
8	CULVERT SECTIONS
9	CORNER REFERENCE POINTS
10	

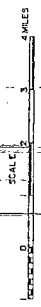
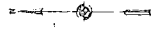
FILE NO. F-29  
DESIGN DIVISION  
TENNESSEE D.O.T.



RHEA COUNTY	R.O.W. LENGTH	0.703	MILES
MEIGS COUNTY	R.O.W. LENGTH	0.594	MILES
TOTAL	R.O.W. LENGTH	1.297	MILES

Page 1

NO EQUATIONS  
NO EXCLUSIONS



SPECIAL NOTES

**Map Information**  
Requestor: Rhea County Tennessee Government  
County: Rhea  
Federal No: N/A  
State No: 72005-2210-04  
Tract No: 4  
1 inch = 14,232 feet  
0 4,000 8,000 16,000 24,000 32,000 Feet

**TRAFFIC DATA**

AUT. (25% F)	1000
AUT. (20% F)	4000
DAY (20% F)	250
T. (20% F)	18.7
V. (20% F)	2
W. (20% F)	60 1/2

TENN.	Year	1994	Sheet No.	1	
STATE PROJ. NO.	72005-2210-04	PROJECT NO.	72005-2210-04	TRACT NO.	4
REV. 2-6-94 CHANGE YEAR TO 1994					

APPROVED: *Paul M. ...* DIRECTOR, DESIGN DIVISION  
DATE  
APPROVED: *...* COMMISSIONER

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
DIVISION ADMINISTRATOR

# Rhea County Government - License Agreement - SR-30

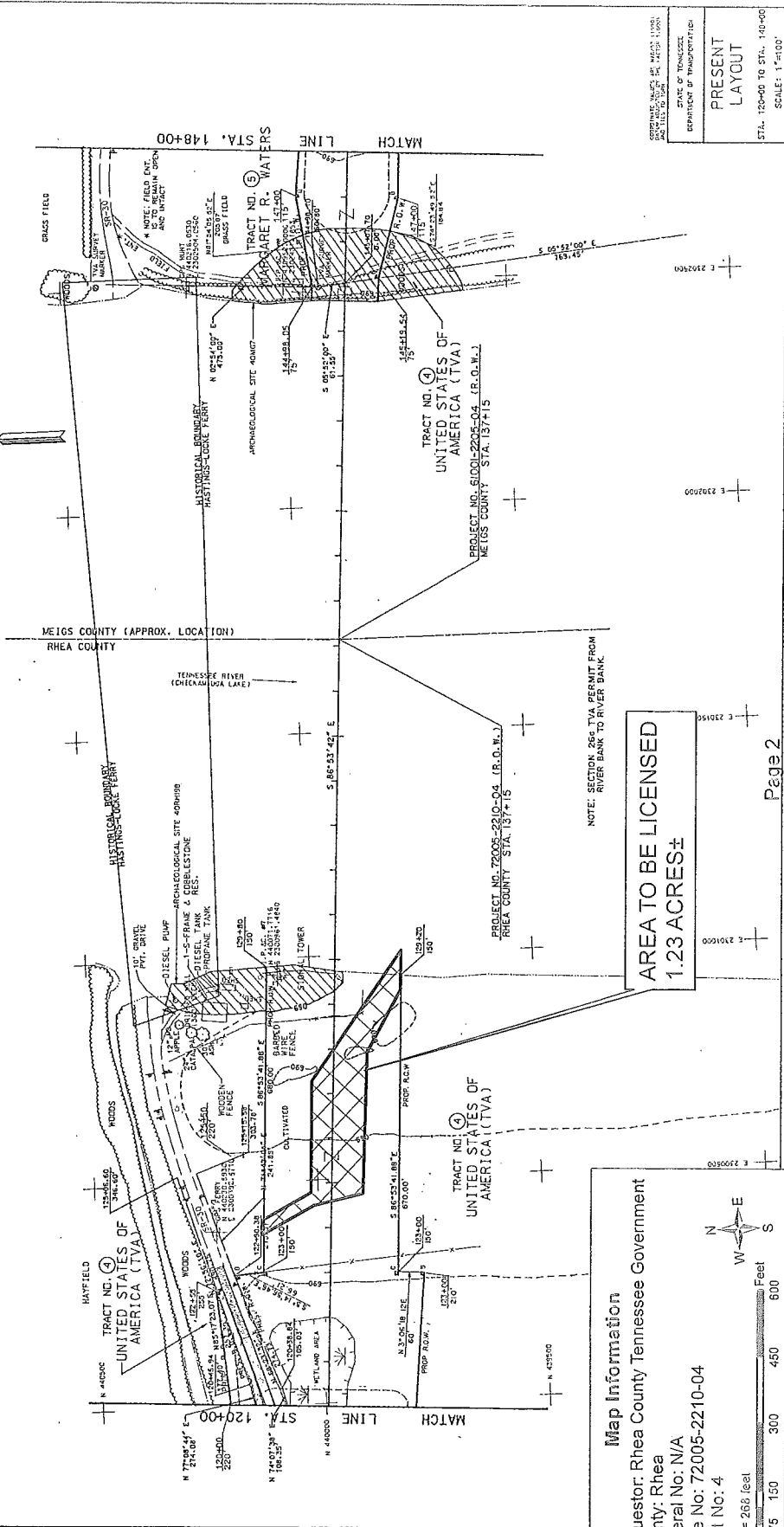
EXHIBIT A

DESIGN DIVISION  
FILE NO. 1-29

N 441000

TYPE	YEAR	PROJECT NO.	TRACT NO.
R.O.W.	1994	72005-2210-04	5
R.O.W.	1994	15001-2205-04	5
CONST.	1994	72005-2210-04	5
CONST.	1994	15001-2205-04	5

REV. 2-8-94: DRAWING YEAR TO 1994.  
EXTENDED SEE CONTIGS.



**Map Information**  
 Requestor: Rhea County Tennessee Government  
 County: Rhea  
 Federal No: N/A  
 State No: 72005-2210-04  
 Tract No: 4  
 1 inch = 268 feet  
 0 75 150 300 450 600 Feet

AREA TO BE LICENSED  
1.23 ACRES±

NOTE: SECTION 266 TVA PERMIT FROM RIVER BANK TO RIVER BANK.

STATE OF TENNESSEE  
 DEPARTMENT OF TRANSPORTATION  
**PRESENT LAYOUT**  
 STA. 120+00 TO STA. 140+00  
 SCALE: 1"=100'



