

AGENDA
COUNTY COMMISSION MEETING
TUESDAY, SEPTEMBER 19th, 2023 AT 6:00 P.M.
CONFERENCE ROOM, PHIL SWAFFORD BUILDING

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. OLD BUSINESS
 - A. Consider the purchase of software for the Building Department.
-Building Inspector
8. **NEW BUSINESS**
 - A. Public Comments
 - B. Election of Chairman
 - C. Election of Vice Chairman
 - D. Election of Finance Committee
 - E. Election of Budget Committee
 - F. Consider budget amendments and appropriations.
 - G. Consider recommendation from the Veterans Affairs Officer
Search Committee. -Phillip Dunn

- H. Consider Resolution Designating The Bridge Spanning Muddy creek on Toestring Valley Road as the “Cecil Broyles Smith Memorial Bridge” to Commemorate His Very Distinguished and Heroic Dedication to the Preservation of Our Freedoms and Way of Life in America and Rhea County. -Phillip Dunn
- I. Consider Resolution To Re-Appoint Members To The Rhea County 9-1-1 Emergency Communications District Board of Directors. -Jim Vincent
- J. Consider Resolution Modifying the County Provided Group Health Insurance for Qualified Employees. -Jim Vincent
- K. Consider Resolution Approving The Lease Agreement With Rhea Medical Center For The Office Space Located On The 3rd Floor Of The Rhea County Annex Building. -Jim Vincent
- L. Consider Resolution Re-Appointing members to the Rhea County Planning Commission. -Jim Reed
- M. Consider finishing the Rhea County Fire Department Training Center. -Jim Reed
- N. Consider road work at the Hwy 30 Boat Ramp. -Leo Stephens
- O. Consider signage for Brayton Mountain. -Mark Cashman

9. ELECTION OF NOTARY

10. COUNTY EXECUTIVE’S REPORT

11. COUNTY ATTORNEY REPORT

12. COMMISSIONER COMMENTS

13. ADJOURNMENT

RESOLUTION NO. _____

A Resolution Designating the Bridge Spanning Muddy Creek on Toestring Valley Road as the "Cecil Broyles Smith Memorial Bridge" to Commemorate His Very Distinguished and Heroic Dedication to the Preservation of Our Freedoms and Way of Life in America and Rhea County.

WHEREAS, Cecil Broyles Smith was born March 9, 1929, in Spring City, Tennessee (Rhea Springs), the third child of Arthur Bryan Smith and Iva Lavonia Broyles. He was a 1946 graduate of Spring City High School, attended the University of Tennessee for one year then enlisted in the United States Air Force in 1948; and

WHEREAS, he married Bonnie Jo Denton of Dayton, Tennessee, enjoying 60 years of marriage and together they raised two daughters, Lyn and Kim and one son, Bryan; and

WHEREAS, while serving in the United States Air Force for 20 years, he completed his Bachelor's Degree in Civil Engineering from Oklahoma State University and later earned his Masters in Business Administration from Georgia State University; and

WHEREAS, Cecil Broyles Smith, was the first pilot to graduate from flight school before earning a college degree and rather than serve tenure as a co-pilot, he was promoted to pilot of a B-26 as the Korean Conflict arose. He was the first 2nd Lieutenant and youngest to fly across the Pacific Ocean, being named 1st Lieutenant upon his arrival at K-9 Pusan; and

WHEREAS, he continued to complete 55 night missions with the 729th Bomber Squadron, 452nd Wing. His service taking him and his wife to Sculthorpe, England (19th Tactical Recon Squadron, RB45 Reconnaissance Bomber) from 1954-1957; then onto seven U.S. State assignments where he tested 9 bomber and fighter planes. Captain Smith was then "hand picked" by General Robert Cardenas to go to Kadena Air Force Base in

Okinawa to test pilot the Republic F-105 Thunderchief “ThunderThud” (12th Tactical Fighter Squadron) the first supersonic tactical fighter-bomber and single-engine combat aircraft in history; and

WHEREAS, Cecil Broyles Smith earned many accolades and medals, the highest honor being The Distinguished Flying Cross for bombing the largest ammo dump in Ichon, North Korea. Being highly decorated, he was awarded the Air Medal, Air Medal, 2nd Oak Leaf Cluster, Distinguished Unit Citation with One Oak Leaf Cluster, National Defense Service Medal, with one Bronze Service Star (one for the Korean War era, the second for the Vietnam War era), Korean Service Medal, United Nations Service Medal, Republic of Korea Presidential Unit Citation Air Force Reserve Medal and the Air Force Longevity Service Award Ribbon, with Four Oak Leaf Clusters; and

WHEREAS, upon retiring as a Major in 1968, he was hired by Delta Airlines in Atlanta as an Airfield Planning Engineer. Upon his 1993 retirement, Cecil and Bonnie returned home to Spring City on Watts Bar Lake.

WHEREAS, the members of the Rhea County Legislative Body believe the best way to permanently recognize and commemorate his distinguished military career and many contributions would be to name a bridge in his honor; and

WHEREAS, there exists a bridge on Toestring Valley Road spanning Muddy Creek in the community where Cecil Broyles Smith was born and raised and returned in his retirement; and

WHEREAS, the members of the Rhea County Legislative Body desire to designate this bridge as the “Cecil Broyles Smith Memorial Bridge” to commemorate his heroic and distinguished service to his country; and

NOW THEREFORE, BE IT RESOLVED that the Rhea County Board of

Commissioners do hereby declare the bridge spanning Muddy Creek on Toestring Valley Road in the Spring City Community be designated as the “Cecil Broyles Smith Memorial Bridge” to commemorate his very distinguished and heroic dedication to the preservation of our freedoms and way of life in America and Rhea County.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



**Rhea County E-911
Emergency Communications District**
PO Box 85
Evansville, TN 37332
Phone (423) 775-6078
Fax (423) 775-5042
E911@volstate.net

August 14, 2023

Honorable Jim Vincent
County Executive
County of Rhea

Earl "Bo" Kaylor
Chairman

Dear Mr. Vincent:

On behalf of the Rhea County Emergency [9-1-1] District we respectfully request the re-appointment of Tommy Solomon, Brad Harrison and Leo Stephens to the Board of Directors for the emergency district.

Thanking you in advance for your continued help and support.

Sincerely,



Bo Kaylor

RESOLUTION NO. _____

**RESOLUTION TO RE-APPOINT MEMBERS TO
THE RHEA COUNTY 9-1-1 EMERGENCY COMMUNICATIONS
DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County 9-1-1 Emergency Communications District Board of Directors; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to re-appoint members to the Rhea County 9-1-1 Emergency Communications District Board of Directors to serve their expiring terms; and

WHEREAS, the Board of County Commissioners for Rhea County has recommended that Tommy Solomon, Brad Harrison and Leo Stephens be re-appointed to serve the next four (4) year terms; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Tommy Solomon, Brad Harrison and Leo Stephens be re-appointed to serve as members of the Board of Directors on the Rhea County 9-1-1 Emergency Communications District Board for the next four (4) year terms.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20__ .

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION MODIFYING THE COUNTY PROVIDED
GROUP HEALTH INSURANCE FOR QUALIFIED EMPLOYEES**

WHEREAS, Rhea County provides group health insurance for qualified employees who elect coverage; and

WHEREAS, based upon the continued rise in costs and in an effort to provide the best healthcare insurance for Rhea County employees the Rhea County Legislature deems it necessary to modify the County provided group health insurance for qualified employees as follows:

CURRENT EMPLOYEES:

Employees currently being provided group health insurance by the County shall continue to receive coverage at no cost to the employee.

UPGRADE TO "STANDARD-BENEFITS"

Employees being provided group health insurance by the County are receiving "limited-benefits" in their PPO Plan. Each employee provided group health insurance by the County will now be upgraded to receive "standard-benefits" in their PPO Plan, which provides better coverage, lower co-pays and lower deductibles. These additional benefits will be provided by and at the sole expense of the County for an additional cost of \$1,632.00 per covered employee.

COSTS FOR SPOUSES OR FAMILY COVERAGE

Qualified Employees who desire to continue or to begin coverage of a spouse or family on the County provided group health insurance shall pay 75% of the monthly costs and the County shall pay 25% of the monthly costs.

NEW HIRES

Newly hired and qualified employees who elect to have the County provided group health insurance shall pay 25% of the monthly costs and the County shall pay 75% of the monthly costs; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Rhea County does hereby modify the County provided group health insurance for qualified employees as set forth hereinabove, effective upon the date of passing, the public welfare requiring it.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20 ____.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION _____

**A RESOLUTION APPROVING THE LEASE AGREEMENT WITH
RHEA MEDICAL CENTER FOR OFFICE SPACE LOCATED ON THE 3RD FLOOR OF
THE RHEA COUNTY ANNEX BUILDING**

WHEREAS, the Rhea County Board of Commissioners finds that the public good will be served by entering into a lease agreement with Rhea Medical Center for office space located on the 3rd Floor of the Rhea County Annex Building which is necessary for the accounting and billing systems, and will generally promote the overall plan to provide additional space to Rhea Medical Center; 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 Rhea Medical Center for office space located on the 3rd Floor of the Rhea County Annex Building

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

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

LEASE AGREEMENT

RHEA COUNTY, TENNESSEE TO RHEA MEDICAL CENTER

This Lease Agreement (this "Lease") is dated as of the ____ day of _____, 2023, by and between Rhea County, Tennessee, a political subdivision of the State of Tennessee ("Landlord"), and Rhea Medical Center ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to entire 3RD Floor of the Rhea County Annex Building (the "Premises") located at 375 Rhea County Highway, Suite #300, Dayton, TN 37321.

TERM. The lease term will begin on the ____ day of _____ 2023 for a period of Sixty (60) Months.

LEASE PAYMENTS. Tenant shall pay to Landlord no monthly installments payments during this Sixty (60) Month Period, however, Tenant will be responsible for Utilities as set forth hereinbelow.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. The Premises shall be used to conduct the business of the tenant and may not be used for any other purpose without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PARKING. Tenant shall be entitled to use parking space(s) available for the parking of the Tenant's employees' motor vehicle(s), however, the first two rows closest to the building are not for employee parking and shall be left open for day to day business of visitors.

PROPERTY INSURANCE. Landlord shall maintain sufficient property insurance for the Premises including any extended coverage on the building and parking lot. Tenant is responsible for maintaining casualty insurance on its own personal property and shall name the Landlord as an additional insured.

RENEWAL TERMS. This Lease shall be re-negotiated at the time of renewal, unless either party gives written notice of termination no later than 90 days prior to the end of the term.

MAINTENANCE. Landlord shall have the responsibility to always maintain the Premises in good repair and shall be responsible to maintain the exterior of the building, parking lot, common areas, grounds, plumbing and the HVAC system. Tenant shall have access to the trash dumpster located on the premises, if necessary, however Landlord will be responsible for picking up trash each week from the 3rd Floor when trash is put in an agreed upon location.

UTILITIES AND SERVICES. The tenant shall be responsible to pay the total sum of \$1,000.00 per month for the utilities in the building where the rented space is located. Payment for utilities will be due and payable on the 30th day of each month. Tenants shall provide their own janitorial services within the rented space.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than \$100,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within 60 days, or if the cost of repair is \$100,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon 20 days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. The defaulting party shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by either party by reason of their defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$65.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant may construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections and provide necessary services. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully

resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not sublease their interest in the Premises, without the prior written consent of Landlord. Tenant may not assign their interest in the Premises, upon prior written consent of the Landlord.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD: Rhea County, Tennessee
1475 Market St. Suite 301
Dayton, Tennessee 37321

TENANT: Rhea Medical Center
9400 Rhea County Highway
Dayton, Tennessee 37321

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Tennessee.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

RHEA COUNTY, TENNESSEE

By: Jim Vincent, County Executive

Date: _____

TENANT:

RHEA MEDICAL CENTER

By: Hoss Whitt, CEO

Date: _____

RESOLUTION NO. _____

**RESOLUTION TO REAPPOINT MEMBERS TO
THE RHEA COUNTY PLANNING COMMISSION AND BEER BOARD**

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County Planning Commission and the Rhea County Beer Board; and

WHEREAS, the members of the Planning Commission also serve as members of the Beer Board for Rhea County; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to reappoint members to the Planning Commission and the Beer Board for expiring terms; and

WHEREAS, the Rhea County Board of County Commissioners approves the following members to be reappointed to the Planning Commission and Beer Board:

<u>Member:</u>	<u>Term Begins:</u>	<u>Term Expires:</u>
Shane Clark	September 1, 2023	August 30, 2027
Teresa Congiolo	September 1, 2023	August 30, 2027
Jeff McDaniel	September 1, 2023	August 30, 2027
Jim Reed	September 1, 2023	August 30, 2027

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that the following members shall be reappointed to the Rhea County Planning Commission and the Rhea County Beer Board for the term August 2023 through August 2027:

1. Shane Clark
2. Teresa Congiolo
3. Jeff McDaniel
4. Jim Reed

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION TO ALLOCATE THE SUM OF \$47,300.00 TO
COMPLETE CONSTRUCTION OF THE RHEA COUNTY VOLUNTEER
FIRE DEPARTMENT TRAINING CENTER**

WHEREAS, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding in the amount of \$47,300.00 to complete construction of the Rhea County Volunteer Fire Department Training; and

WHEREAS, the Legislative Body has determined that completing the construction of the Fire Department Training Center will better serve the community by eliminating the need to send volunteer firefighters to train outside the county, and will save the volunteer fire departments money by not having to pay for transportation, lodging and meals for volunteers to train out of county; 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 \$47,300.00 shall be allocated to complete construction of the Rhea County Volunteer Fire Department Training Center.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION TO ALLOCATE THE SUM OF \$ _____ FROM THE
HOTEL MOTEL TAX FUND TO DEVELOP AND CONSTRUCT THE ROAD GOING
TO THE OLD WASHINGTON BOAT DOCK AND THE PARKING AREA**

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 \$ _____ to develop and construct the road going to the Old Washington Boat Dock and the Parking Area; and

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

WHEREAS, the Legislative Body has determined that this development 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 \$ _____ shall be allocated from the Hotel Motel Tax Fund to develop and construct the road going to the Old Washington Boat Dock and the Parking Area.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk