

**MINUTES  
ROANE COUNTY COMMISSION  
REGULAR MEETING  
FEBRUARY 09, 2015**

**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 9<sup>th</sup> day of February, 2015 at 7:00 P.M.

The Commission was called to order by **Bailiff Jerry White**.

Invocation was given by **Commissioner Hooks**.

The Pledge of Allegiance to the Flag of the United States of America was led by **Bailiff Jerry White**.

Present and presiding was the Honorable **James Brummett**, and the following Commissioners: **Bell, Berry, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

Absent: -0-

**THEREUPON Chairman Brummett** announced the presence of a quorum. Also present was the Honorable **Ron Woody**, County Executive, Budget Director **Kaley Walker**, County Clerk **Barbara Anthony**, County Attorney **Greg Leffew**, Deputy Clerk **Bobbie Tipton**, Zoning Officers **Kay Christopher** and Building Inspector **Glen Cofer**.

**APPROVE MINUTES OF THE JANUARY 09, 2015 EETING.**

**MOTION** was made by **Commissioner Moore** with second by **Commissioner Fink** to approve.

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

**ACCEPTANCE OF COMMITTEE REPORTS AND CORRESPONDENCE:**

1. Minutes of Building Inspector & Codes Review 07-28-13
2. Minutes of Environmental Review Board 10-09-14.
3. Minutes of Environmental Review Board 11-20-14.

4. Minutes of Public Utility Board 12-16-15.
5. Minutes of Board of Zoning Appeals 12-17-14.
6. Minutes of Board of Planning Commission 12-17-14.
7. Minutes of Cable TV 12-18-14.
8. Minutes of Budget Committee 01-06-15.
9. Minutes of Emergency Services 01-08-15.
10. Minutes of Fire Board 10-21-14.
11. Minutes of Road Committee 01-20-15.
12. Minutes of Beer Board 01-13-15.
13. Minutes of Industrial Liaison Committee 01-20-15.
14. Letter from Attorney Leffew re: 2014 County Audit of Roane County, pending or threatened litigation and Unasserted Claims and Assessments. 01-19-15.
15. Letter from Attorney Leffew re: Property management cases. 01-02-15.
16. Letter from Attorney Leffew re: landowner temporary variance. 01-28-15
17. Letter from Attorney Leffew re: Tiger Haven. 12-04-1
18. Letter from Attorney Drinnon to Attorney Leffew re: Tiger Haven. 12-18-14.
19. Letter from Attorney Leffew re: Tiger Haven. 01-15-15.
20. Community Probation Services re: money grossed 01-05-15
21. Letter from TVA re: Kingston Fossil Plant's Proposed Modification. 01-17-15.
22. Letter to Executive Woody from TDEC re: Public Notice to extend comment period. 01-07-15.
23. Letter to Larry Kelly re: Payment in-lieu of Tax 01-9-15.
24. Letter to Executive Woody re: Bridge over Cardiff Creek. 01-09-15.
25. Letter to Executive Woody re: agreement to extend comment period regarding TVA's application to modify Landfill permit in the Kingston Fossil fuel plant. 01-14-15.
26. Letter from Executive Woody re: public comment of the Tentative permit modifications for ash landfill. 01-20-15.
27. Letter to Ms. Thompson, Director Office of State and Local Finance re: budget letters received 11-24-14 and 01-26-15.
28. Roane and Morgan County Health Department District Organizational Profile.
29. Proclamation re: Purchasing Month of March 2015.

**30. Letter from State Board of Equalization re: Notice  
Of noncompliance with reappraisal requirements.  
12-30-14.**

Motion to accept was made by **Commissioner Berry** with second  
by **Commissioner Moore**.

**Commissioner Berry** discussed items # 7, 17, 18, and 19.

Motion **Passed** upon unanimous 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**: Brooke N. Burney, Christine  
Fredette, T.D. Holloway, Susan N. Lively, Lori Denisse Rhody,  
Connie Voyles and Sandra White.

Motion to accept was made by **Commissioner Meadows** with  
second by **Commissioner East**.

Motion **Passed** upon unanimous voice vote.

**HEARING OF DELEGATION: None**

**COUNTY ATTORNEY'S REPORT:**

**County Attorney Leffew** discussed lawsuits and answered questions  
from the Commission.

**COUNTY EXECUTIVE'S REPORT:**

County Executive reported that a schedule would be set up for  
the Budget Workshop.

He also discussed the Fire Board.

**SPECIAL ORDERS:**

Motion to waive the 12 day rule and add Resolution # 02-15-10 to the agenda was made by **Commissioner Hooks** with second by **Commissioner Collier**.

Motion **Passed** upon unanimous voice vote.

**OLD BUSINESS: None**

**NEW BUSINESS**

Teresa Brittain, Executive Director of the Free Medical Clinic in Oak Ridge, TN discussed its services to the Commission.

**Resolution # 02-15-01**

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

**A Resolution acknowledging the work of the *Free Medical Clinic* in providing treatment to Roane County citizens and proclaiming February 2015 "Free Medical Clinic Month" in Roane County**

**WHEREAS**, the *Free Medical Clinic* has been treating patients for five years, contributing significantly to the good health of the citizens of Roane County and surrounding areas;

**WHEREAS**, the *Free Medical Clinic* is a non-profit primarily volunteer staffed organization offering free medical services to those who live in Anderson, Roane, and Morgan Counties, who do not have insurance and cannot afford to pay for medical services due to their income level; and

**WHEREAS**, the *Free Medical Clinic* opened in January 2010 and has served nearly 4000 patients in more than 20,000 visits and

**WHEREAS**, the *Free Medical Clinic* physicians, nurses and support staff have volunteered more than 25,000 hours of time and expertise in providing comprehensive care to patients with compassion, dignity and respect; and

**WHEREAS**, in fulfilling its mission, the *Free Medical Clinic* provides treatment to patients needing care for diabetes, high

blood pressure, elevated cholesterol and other serious chronic illnesses; and

**WHEREAS**, in offering citizens classes in smoking cessation, nutrition for individuals with diabetes and other subjects promoting healthier life styles, the *Free Medical Clinic* further contributes to the overall wellness of our citizens; and

**WHEREAS**, healthy people create healthy families and are better citizens of the community;

**NOW THEREFORE, BE IT RESOLVED**, by the Roane County Commissioners of Roane County, Tennessee meeting in regular session on this 9th day of February, 2015, that Roane County acknowledges the efforts of the *Free Medical Clinic* in providing healthcare services to citizens of Roane County; and

**BE IT FURTHER RESOLVED** the month of February, 2015 shall be proclaimed as "Free Medical Clinic Month" in Roane County.

**MOTION** was made by **Commissioner Moore**, second by **Commissioner Granger** to adopt.

**MOTION Passed** upon unanimous voice vote.

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

At 7:45 p.m. Chairman Brummett announced that the Commissioners and County Attorney Leffew would adjourn into Executive Session in another Courtroom.

The meeting reconvened at 8:50 p.m. and took a 10 minute recess.

The meeting reconvened at 9:p.m. and continued the meeting.

**Resolution # 02-15-02**

**A RESOLUTION TO URGE THE TENNESSEE GENERAL ASSEMBLY TO AMEND  
TITLE 70, CHAPTER 4, PART 4 RELATIVE TO THE REGULATION OF EXOTIC  
ANIMALS**

**WHEREAS**, Roane County is home to an animal sanctuary and rescue facility, which houses exotic animals such as tigers, lions, leopards and cougars; and

**WHEREAS**, such exotic animals pose a danger to Roane County citizens should they escape from the facility; and

**WHEREAS**, Roane County has no jurisdiction to regulate the above mentioned facility to better protect its citizenry, but rather, regulation of such facilities is vested in the Tennessee Wildlife Resources Agency pursuant to Title 70, Chapter 4, Part 4 of the Tennessee Code; and

**WHEREAS**, the Board of County Commissioners of Roane County, Tennessee believe the current law should be amended to provide for more stringent regulations relating to the housing of exotic animals; and

**WHEREAS**, the Board of County Commissioners of Roane County, Tennessee believe the current law should be amended to incorporate provisions found in Ohio law, specifically R.C. § 935.04, which requires wild animals to be implanted with microchips;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Roane County, Tennessee, meeting in regular session on this 9th day of February, 2015, in Kingston, Tennessee, that the Tennessee General Assembly is urged to examine the current statutes related to the above mentioned facilities and amend such laws to place more stringent requirements on facilities housing exotic animals.

**BE IT FURTHER RESOLVED**, that the county clerk shall send copies of this resolution to the members of the General Assembly representing Roane County.

Motion to adopt was made by **Commissioner Hooks**, with second by **Commissioner Berry**.

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

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

**Resolution #02-15-03**

**A Resolution authorizing the Roane County Attorney to seek relief from the Chancery Court for bids on certain properties entered on behalf of Roane County at the 2010 delinquent tax sale.**

Motion to adopt was made by **Commissioner Moore** with second by **Commissioner Collier**.

Motion to amend was made by **Commissioner Ellis** with second by **Commissioner Kelley** to amend by removing the first 3 properties.

Upon roll call vote the following Commissioners voted to adopt the amendment: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

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

Therefore the Chairman announced that the amendment **Passed**.

**Resolution # 02-15-03 As Amended**

**A Resolution authorizing the Roane County Attorney to seek relief from the Chancery Court for bids on certain properties entered on behalf of Roane County at the 2010 delinquent tax sale.**

**WHEREAS**, the following properties were offered for sale at the 2010 Roane County delinquent tax sale, pursuant to Order entered in Roane County Chancery Court Case No. 2012-75:

<u>Property Owner</u>	<u>Tax Map Reference</u>	<u>Address</u>
Fikret Gencay	1/26F/G/26F/20	309 Roane Street
Fikret Gencay	1/26F/H/26F/29	Roane Street

**WHEREAS**, because no bids were offered on any of the aforesaid properties, the Clerk and Master entered a bid on each of the aforesaid properties, on behalf of Roane County, as she was required to do pursuant to *Tennessee Code Annotated* § 67-5-2506.

**WHEREAS**, the sale of the above described properties to Roane County was confirmed by decree of the Roane County Chancery Court entered in said case on April 23, 2014.

**WHEREAS**, after said decree confirming sale was entered, Roane County learned that the aforesaid properties posed an environmental risk because of asbestos and lead based paint.

**WHEREAS**, Roane County could not have obtained said information before said delinquent tax sale, because said properties consist of locked, vacant store buildings that Roane County had no access to.

**WHEREAS**, had Roane County known, prior to said delinquent tax sale, that said properties posed an environmental risk, the County Commission could have voted to require the Clerk and Master to not enter a bid, on behalf of Roane County, on the aforesaid properties, pursuant to *Tennessee Code Annotated* § 67-5-2501 and 2506.

**NOW, THEREFORE, BE IT RESOLVED** by the Roane County Commission as follows:

1. Each of the properties referred to above pose an environment risk.
2. The County Attorney is hereby authorized to file a Motion in Roane County Chancery Court Case No. 2012-75, or take any other action necessary, to request that Roane County be relieved from its bids on each of the aforesaid properties, because said properties pose an environmental risk.

Motion to adopt as amended was made by **Commissioner Moore**, and seconded by **Commissioner Collier**.

The following Commissioners voted aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows** (15)

The following Commissioners passed: (0)

The following Commissioners voted no: (0)

Thereupon, the Chair announced to the Commission that said Resolution has received a constitutional majority and ordered the same spread of record.

**Resolution # 02-15-04  
Tennessee Consolidated  
Retirement System**

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

**A RESOLUTION to authorize an employer participating in the Tennessee Consolidated Retirement System to change from its existing regular defined benefit plan to either the alternate defined benefit plan or the local government hybrid plan in accordance with Tennessee Code Annotated, Title 8, Chapter 35, Part 2, or to the hybrid retirement plan for state employees and teachers in accordance with Tennessee Code Annotated, Title 8, Chapter 36, Part 9.**

**WHEREAS**, Tennessee Code Annotated, Title 8, Chapter 35, Part 2, and Title 8, Chapter 36, Part 9 allow an employer participating in the Tennessee Consolidated Retirement System ("TCRS") to change from its existing regular defined benefit plan to either the alternate defined benefit plan, the local government hybrid plan, or to the hybrid retirement plan for state employees and teachers; and

**WHEREAS**, effective           October 1          , 2015 (the "Effective Date"),  
(Must be the 1<sup>st</sup> day of any quarter following 6 months' notice to TCRS)

Roane County, Tennessee (the "Employer")  
desires to change from its existing  
(Name of Employer)

regular defined benefit plan to either the alternate defined benefit plan or the local government hybrid plan in accordance with Tennessee Code Annotated, Title 8, Chapter 35, Part 2, or to the hybrid retirement plan for state employees and teachers in accordance with Tennessee Code Annotated, Title 8, Chapter 36, Part 9 and in accordance with the following terms and conditions; and

**WHEREAS**, employees of the Employer who were hired by the Employer prior to October 1, 2015 and who are members of TCRS on the Effective Date shall continue membership in TCRS pursuant to the regular defined benefit plan as it exists for such Employer on the Effective Date; provided, however, any such employee who thereafter (i) leaves or is discharged from employment with the Employer, (ii) loses membership in TCRS pursuant to Tennessee Code Annotated, Section 8-35-104(a)(1) or (a)(2), and (iii) later returns to employment with the Employer shall participate prospectively in whatever plan exists for that Employer on the date the employee returns to employment; and

**WHEREAS**, employees of the Employer, other than those employees described in the preceding "Whereas", shall participate in either the alternate defined benefit plan, the local government hybrid plan, or the hybrid retirement plan for state employees and teachers, as selected below, and as otherwise provided in this Resolution;

- A. TYPE PLAN. (CHECK BOX 1 OR BOX 2 OR BOX 3). The Employer adopts the following type plan:

- (1)  Alternate Defined Benefit Plan.
- (2)  Local Government Hybrid Plan (If this Plan is chosen, the Employer MUST also maintain a defined contribution plan on behalf of its employees who will be covered by the Plan and pass the attached resolution that describes the type of defined contribution plan the Employer will adopt. The defined contribution plan could provide for employer contributions of 0% to up to 7% of its employees' salaries).
- (3)  State Employee and Teacher Hybrid Plan (If this Plan is chosen, the Employer MUST also maintain a defined contribution plan on behalf of its employees who will be covered by the Plan whereby the Employer makes a mandatory employer contribution on behalf of each of its employees participating in the Plan equal to 5% of the respective employee's salary subject to the cost controls and unfunded liability controls of the Hybrid Plan. The Employer must also pass the attached resolution that describes the type of defined contribution plan the Employer will adopt).

B. ASSUMPTION OF EMPLOYEE CONTRIBUTIONS. (CHECK BOX 1 OR BOX 2 OR BOX 3 - IF THE STATE EMPLOYEE AND TEACHER HYBRID PLAN IS SELECTED ABOVE, NO EMPLOYEE CONTRIBUTIONS MAY BE ASSUMED AND BOX 1 MUST BE CHECKED). The Employer shall:

- (1)  NOT assume any employee contributions.
- (2)  ASSUME 2.5% of its employees' contributions.
- (3)  ASSUME 5.0% of its employees' contributions.

C. COST-OF-LIVING INCREASES FOR RETIREES. (CHECK BOX 1 OR BOX 2 - IF EITHER THE LOCAL GOVERNMENT, OR THE STATE EMPLOYEE AND TEACHER HYBRID PLAN IS SELECTED ABOVE, COST-OF-LIVING INCREASES FOR RETIREES MUST BE GIVEN, SUBJECT TO ANY APPLICABLE COST CONTROLS AND UNFUNDED LIABILITY CONTROLS, AND BOX 2 MUST BE CHECKED). The Employer shall:

- (1)  NOT provide cost-of-living increases for its retirees.
- (2)  PROVIDE cost-of-living increases for its retirees.

D. ELIBILITY OF PART-TIME EMPLOYEES. (CHECK BOX 1 OR BOX 2). The Employer shall:



wherein the total combined employer contributions to such plans exceed 3% of the employee's salary, unless the Local Government Hybrid Plan or the State Employee and Teacher Hybrid Plan is adopted by the Employer for such employee. If either the Local Government Hybrid Plan or the State Employee and Teacher Hybrid Plan is adopted by the Employer, the Employer may make employer contributions to the defined contribution plan component of that Plan and to any one or more additional tax deferred compensation or retirement plans on behalf of such employee provided that the total combined employer contributions to such plans on behalf of the employee does not exceed 7% of the employee's salary.

**UPON MOTION** of **Commissioner Johnson**, seconded by **Commissioner Collier**, the following Commissioners voted yes:

**Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows**  
**(15)**

The following Commissioners voted No: **(0)**

The following Commissioners passed: **(0)**

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

**Resolution # 02-15-05  
Tennessee Consolidated  
Retirement System**

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

**A RESOLUTION to allow a political subdivision of the State of Tennessee to contribute to a tax deferred retirement plan in accordance with Tennessee Code Annotated, Title 8, Chapters 34 - 37.**

**WHEREAS**, Tennessee Code Annotated, Section 8-35-111(b)(3) provides that all tax deferred retirement plans established by public employers participating in the Tennessee Consolidated Retirement System ("TCRS"), wherein employer contributions made, must be approved by the TCRS director; and

**WHEREAS**, Tennessee Code Annotated, Section 8-35-111(b)(3) further provides that the total combined employer contributions to all such additional tax deferred retirement plans made on behalf of a single employee, other than those made pursuant to a salary reduction agreement, cannot exceed three percent (3%) of the employee's salary, unless the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919; and

**WHEREAS**, in the event the political subdivision has adopted the hybrid plan authorized in Tennessee Code Annotated, Section 8-35-256, or in Tennessee Code Annotated, Section 8-36-919, the total combined employer contributions made by the political subdivision to the defined contribution plan component of the hybrid plan and to any one or more additional tax deferred compensation or retirement plans on behalf of single employee does not exceed seven percent (7%) of the employee's salary, or such lower amount as required by the Internal Revenue Code; and

**WHEREAS**, \_\_\_\_\_, Roane County, Tennessee  
\_\_\_\_\_ desires to make  
employer contributions to the  
(Name of Political Subdivision)

following plan(s) in addition to the contributions it makes to TCRS.

**PLAN DATA:**

Type of Plan: 401(k)

Plan Administrator's Name: Great-West Financial

Address: P.O. Box 1700, Denver CO 80201

Beginning Date of Plan: 10/1/2015 Phone: \_\_\_\_\_

Employer Contributions as Percentage of Employee's Salary: 5%

Type of Plan: \_\_\_\_\_

Plan Administrator's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Beginning Date of Plan: \_\_\_\_\_ Phone: \_\_\_\_\_

Employer Contributions as Percentage of Employee's Salary: \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners \_\_\_\_\_

(Name of Governing

Body)

of Roane County, Tennessee  
(the "Political Subdivision") hereby requests the approval of the TCRS director

(Name of Political Subdivision)

for the Political Subdivision to make employer contributions to the above referenced plan(s) in the amount(s) specified and in accordance with the provisions of this resolution. Upon



the resolution that was approved and adopted in accordance with applicable law at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the original of which is on file in this office.

**IN WITNESS WHEREOF**, I have hereunto set my hand, and the seal of Roane County, Tennessee.

(Political  
Subdivision)

As Clerk of the Board, as aforesaid

SEAL

**Resolution # 02-15-06**

**A Resolution allowing the Roane County Executive the authority to enter into a Building Codes Enforcement Agreement with cities within Roane County.**

Motion to adopt was made by **Commissioner Ferguson** with second by **Commissioner Collier**.

Motion by **Commissioner Berry** with second by **Commissioner Collier** to amend by deleting item # 6 and replace it with the following:

"The City shall adopt the same building codes presently adopted by Roane County and the City shall adopt all amendments to the building codes in effect in Roane County immediately after such amendments are adopted by Roane County. At all times, the same building codes in effect in Roane County shall be in effect in the City."

Upon roll call vote the following Commissioners voted Yes: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

The following Commissioners voted No: -0-

The following Commissioners Passed: -0-

Thereupon the Chairman announced that the amendment **Passed**.

**Resolution # 02-15-06 As Amended  
IN THE COUNTY COMMISSION OF ROANE COUNTY, TENNESSEE**

**A Resolution allowing the Roane County Executive the authority to enter into a Building Codes Enforcement Agreement with cities within Roane County.**

**WHEREAS**, various cities within Roane County have discussed previously having Roane County perform building codes enforcement; and

**WHEREAS**, currently the Town of Oliver Springs and Roane County are under contract for these services; and

**WHEREAS**, Roane County desires to have in place the authority to enter into contracts with a city upon a city government council's request and approval;

**NOW, THEREFORE, BE IT RESOLVED** that the Roane County Commission meeting in regular session on February 9, 2015 does hereby grant to the Roane County Executive authority to execute contract(s) for the Building Codes Enforcement with cities within Roane County.

**BE IT FURTHER RESOLVED** that the contract shall be outlined as attached.

**UPON MOTION of Commissioner Ferguson** , seconded by **Commissioner Collier**, the following Commissioners voted yes: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

The following Commissioners voted No: **(0)**

The following Commissioners passed: **(0)**

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

**CONTRACT FOR BUILDING CODES ENFORCEMENT**

THIS CONTRACT is made and entered into pursuant to the provisions of T.C.A. 12-9-108 by and between Roane County, Tennessee (hereinafter "Roane County") and the City of \_\_\_\_\_, Tennessee (hereinafter "\_\_\_\_\_").

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to enter into a contract pursuant to the terms of T.C.A. 12-9-108 whereby Roane County will provide the services of Building Codes Enforcement for the City of \_\_\_\_\_.

**WHEREAS**, Roane County and the City of \_\_\_\_\_ each have the power to regulate building construction and land use, they may enter into agreement, one with the other, to provide the building inspector of Roane County to perform services normally provided by the City of \_\_\_\_\_.

**NOW, THEREFORE** be it resolved by the \_\_\_\_\_ of City of \_\_\_\_\_ as follows:

§ 1 The (Mayor, City Manager, City Council) is hereby authorized to sign an agreement on behalf of the City of \_\_\_\_\_ with Roane County whereby the county (building inspector) will provide building inspection services and those services relating to the issuance of building permits, which permits are required by the City of \_\_\_\_\_ Building Code with the same effect as if the county (building inspector) were the City of \_\_\_\_\_ (building inspector) and pursuant to such agreement such (building inspector) will have the jurisdiction of the City of \_\_\_\_\_ (building inspector) when performing duties pursuant to such agreement,

§2. That such agreement shall read as follows: (Building Inspection Services)

1. Roane County agrees to perform within the City of

\_\_\_\_\_, with the personnel in the Roane County Codes Enforcement department, all functions performed by such building inspector within the City of \_\_\_\_\_ as required by the building codes of the City of \_\_\_\_\_. The Roane County Codes Enforcement department may do additional work related to their particular areas of work when requested in writing by the City of \_\_\_\_\_ at a charge to be agreed upon.

2. Roane County agrees to enforce within the City of \_\_\_\_\_ to the same degree and in the same manner as if performing such service in the county, all the provisions of the building codes of Roane County and to make all inspections and to issue all permits and orders required in such enforcement. Such enforcement shall include all of the duties prescribed in the building codes of Roane County.
3. The City of \_\_\_\_\_ agrees to furnish the Roane County building department all maps, forms, applications and other necessary papers, local laws, rules and regulations necessary to carry out the duties required by this agreement. During the term of this agreement, the records of the (building inspector) relating to his/her services when acting as a City of \_\_\_\_\_ building inspector shall be on file in the office of the building inspector during the term of this agreement.
4. Roane County agrees to furnish required equipment necessary for the carrying out of the duties as agreed upon in this agreement. The extent and manner of equipping and furnishing are to be determined by both the City of \_\_\_\_\_ and Roane County.
5. The City of \_\_\_\_\_ agrees to allow Roane County to make reasonable efforts to collect the fees determined by the local laws, rules and regulations of Roane County relating to the inspection of buildings, the issuance of permits and any other fees collected in the performance of the duties as required under this agreement. Fees collected shall be presented to the Roane County Codes Enforcement Office.

6. The City shall adopt the same building codes presently adopted by Roane County and the City shall adopt all amendments to the building codes in effect in Roane County immediately after such amendments are adopted by Roane County. At all times, the same building codes in effect in Roane County shall also be in effect in the City.
7. This agreement provided in section seven hereof, this agreement shall be automatically renewed from year to year for successive one year periods thereafter.
8. This agreement may be terminated at the end of any term thereof by either party by giving a written notification of such intention to terminate to the other party before the expiration of the initial period of any succeeding one year period.
9. This agreement shall be subject to the provisions of T.C.A. 12-9-108 and all other laws of the state made and provided.
10. \_\_\_\_\_ Should any party hereto fail to carry out the provisions of this agreement according to its terms and provisions, the other party shall give written notice of such default and should such default not be corrected within 30 days after the mailing of notice, thereof this agreement may be terminated by the non-defaulting party giving written notice thereof.
11. The amount to be paid to Roane County for building codes enforcement by the City of \_\_\_\_\_ for the period commencing \_\_\_\_\_ and ending on \_\_\_\_\_ shall be the total amount of permit fees collected.
12. \_\_\_\_\_ The initial term of this agreement shall be for twelve months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and ending on the \_\_\_\_\_ day of \_\_\_\_\_ . After the initial twelve month period this contract shall automatically renew for consecutive terms for one year. However, either party may terminate this contract for cause upon thirty days notice pursuant to Section Nine and without cause upon notice pursuant to Section Seven above.

Entered into this \_\_\_\_ day, of \_\_\_\_\_ ,  
20 \_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

For Roane County, Tennessee

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

For the City of \_\_\_\_\_, Tennessee

Resolution # 02-15-07

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

**A RESOLUTION** authorizing the Roane County Executive to enter into an **INTERLOCAL COOPERATION AGREEMENT** with any city with Roane County regarding contracting with the Roane County Highway Department

**WHEREAS**, Tennessee Code Annotated Section 5-1-113 and Sections 12-9-101 through 12-9-109, authorize public agencies, as defined in Tennessee Code Annotated 12-9-103, to enter into Interlocal Cooperation Agreements; and

**WHEREAS**, the parties hereto desire to avail themselves of the privileges afforded by those laws; and

**WHEREAS**, the purpose of this agreement is to allow the Roane County Highway Department and any city within Roane County to borrow equipment from each other and to allow any city to purchase services and supplies from the Roane County Highway Department, on an on-going basis.

**NOW, THEREFORE BE IT RESOLVED** that the Roane County Commission meeting in regular session on Monday, February 9, 2015 does hereby authorize the Roane County Executive to enter into an Interlocal Cooperation Agreement with any city within Roane County as detailed in the attached agreement.

**UPON MOTION** of **Commissioner Ellis**, seconded by **Commissioner Hooks**, the following Commissioners voted yes: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

The following Commissioners voted No: **(0)**

The following Commissioners passed: **(0)**

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

#### **INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **ROANE COUNTY, TENNESSEE**, hereinafter called "Roane County", and the **UTILITY DISTRICT OF THE CITY OF \_\_\_\_\_, TENNESSEE**, hereinafter called "\_\_\_\_\_".

**WHEREAS**, Tennessee Code Annotated Section 5-1-113 and Sections 12-9-101 through 12-9-109, authorize public agencies,

as defined in Tennessee Code Annotated Section 12-9-103, to enter into interlocal cooperation agreements; and

**WHEREAS**, the parties hereto desire to avail themselves of the privileges afforded by these laws; and

**WHEREAS**, the purpose of this agreement is to allow the Roane County Highway Department and \_\_\_\_\_ to borrow equipment from each other and to allow \_\_\_\_\_ to purchase services and supplies from the Roane County Highway Department, on an on-going basis.

**NOW, THEREFORE**, in consideration of the premises, as authorized by Resolution of their respective governing bodies, the parties do hereby agree as follows, to-wit:

1. Upon request of \_\_\_\_\_, the Roane County Highway Department will provide road department services to roads located within the corporate limits of the City of \_\_\_\_\_. The parties understand and agree that the time frame upon which the Roane County Highway Department provides said services shall be based upon the level of service demands imposed upon the Roane County Highway Department, the need for services to county-maintained roads, the contractual obligations imposed upon the Roane County Highway Department, and the availability of materials, supplies, equipment, and labor, at the time each request is made. In consideration of

the Roane County Highway Department providing said services, \_\_\_\_\_ shall reimburse the Roane County Highway Department the actual costs incurred by the Roane County Highway Department in providing said services, including, but not limited to, the actual costs of the materials and supplies used to provide said services, as well as the actual costs of the wages and employer-provided benefits of each Roane County Highway Department employee providing labor or supervision for said services, for the actual time spent by each Roane County Highway Department employee providing said services.

2. The parties further agree that \_\_\_\_\_ may purchase from the Roane County Highway Department road repair and maintenance materials from the Roane County Highway Department's existing stock, including, but not limited to, gravel, asphalt, salt and brine. The Roane County Highway Department shall fill \_\_\_\_\_'s request for material only to the extent that filling said request will not impair the Roane County Highway Department's obligations to service County-maintained roads, and will not impair the Roane County Highway Department's ability to comply with other contractual obligations. \_\_\_\_\_ will reimburse the Roane County Highway Department for the actual costs

incurred by the Roane County Highway Department for the purchase, storage and preservation of said material supplied.

3. Both the Roane County Highway Department and \_\_\_\_\_ own and possess certain equipment. Often, \_\_\_\_\_ will request to borrow equipment of the Roane County Highway Department, and the Roane County Highway Department will request to borrow equipment from \_\_\_\_\_. The parties agree that the Roane County Highway Department is authorized to loan its equipment to \_\_\_\_\_, on an on-going basis. Likewise, \_\_\_\_\_ is authorized to loan its equipment to the Roane County Highway Department on an on-going basis. However, equipment will be loaned only to the extent that loaning equipment does not impair the ability of the entity owning or possessing said equipment to comply with said entity's governmental functions, governmental duties and contractual obligations. Should a piece of governmental equipment require repair or maintenance while being loaned out, the lender shall pay 50% of the costs of repair and maintenance, and the borrower shall pay 50% of the costs of repair and maintenance. If the lender must supply an employee or employees to operate said equipment, the borrower shall reimburse the lender the then existing costs of the wages and employer-provided benefits of

each of lender's employees required to operate said equipment incurred by the lender during the actual time each such employee is needed by the borrower to operate said equipment.

4. This agreement shall be valid between the signed parties only when the Roane County Commission, by Resolution, has authorized the Roane County Executive and Road Superintendent to execute this agreement, and when the \_\_\_\_\_ City Council, by Resolution, has authorized the \_\_\_\_\_ to execute this agreement.

5. Each party shall have the right to cancel this contract by giving sixty (60) days advanced written notice to the other party.

6. This agreement shall not be construed to create a local government joint venture entity, as defined in Tennessee Code Annotated Section 12-9-103.

7. For all payments required by this agreement, payment shall be made within thirty (30) days after receipt of an invoice or demand for payment.

8. This agreement pertains only to the specific services set forth herein. Any request for mutual aid and assistance in a state of emergency or declared disaster shall be governed by the provisions of Tennessee Code Annotated Section 58-8-108 et seq.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the day and year written above.

ROANE COUNTY, TENNESSEE

By:

\_\_\_\_\_  
Executive

Ron Woody, County

ROANE COUNTY HIGHWAY  
DEPARTMENT

By:

\_\_\_\_\_  
Superintendent

Dennis Ferguson  
Roane County Road

CITY OF

\_\_\_\_\_

By:

\_\_\_\_\_

Mayor

CITY OF \_\_\_\_\_ UTILITY

DISTRICT

\_\_\_\_\_

By:

\_\_\_\_\_

Chairman of Board

**Resolution # 02-15-08**

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

**A RESOLUTION authorizing the Roane County Executive to enter into an INTERLOCAL COOPERATION AGREEMENT with city utility districts within Roane County regarding contracting with the Roane County Highway Department**

**WHEREAS**, Tennessee Code Annotated Section 5-1-113 and Sections 12-9-101 through 12-9-109, authorize public agencies, as defined in Tennessee Code Annotated 12-9-103, to enter into Interlocal Cooperation Agreements; and

**WHEREAS**, the parties hereto desire to avail themselves of the privileges afforded by those laws; and

**WHEREAS**, the purpose of this agreement is to allow the Roane County Highway Department and any city utility district within Roane County to borrow equipment from each other and to allow any city utility district to purchase services and supplies from the Roane County Highway Department, on an on-going basis.

**NOW, THEREFORE BE IT RESOLVED** that the Roane County Commission meeting in regular session on Monday, February 9, 2015 does hereby authorize the Roane County Executive to enter into an Interlocal Cooperation Agreement with any city utility district within Roane County as detailed in the attached agreement.

**UPON MOTION of Commissioner Kelley**, seconded by **Commissioner Collier**, the following Commissioners voted yes:

**Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows.**  
**(15)**

The following Commissioners voted No **(0)**

The following Commissioners passed: **(0)**

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

**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **ROANE COUNTY, TENNESSEE**, hereinafter called "Roane County", and the **UTILITY DISTRICT OF THE CITY OF \_\_\_\_\_, TENNESSEE**, hereinafter called "\_\_\_\_\_".

**WHEREAS**, Tennessee Code Annotated Section 5-1-113 and Sections 12-9-101 through 12-9-109, authorize public agencies, as defined in Tennessee Code Annotated Section 12-9-103, to enter into interlocal cooperation agreements; and

**WHEREAS**, the parties hereto desire to avail themselves of the privileges afforded by these laws; and

**WHEREAS**, the purpose of this agreement is to allow the Roane County Highway Department and \_\_\_\_\_ to borrow equipment from each other and to allow \_\_\_\_\_ to purchase services and supplies from the Roane County Highway Department, on an on-going basis.

**NOW, THEREFORE**, in consideration of the premises, as authorized by Resolution of their respective governing bodies, the parties do hereby agree as follows, to-wit:

1. Upon request of \_\_\_\_\_, the Roane County Highway Department will provide road department services to

roads located within the corporate limits of the City of \_\_\_\_\_.

The parties understand and agree that the time frame upon which the Roane County Highway Department provides said services shall be based upon the level of service demands imposed upon the Roane County Highway Department, the need for services to county-maintained roads, the contractual obligations imposed upon the Roane County Highway Department, and the availability of materials, supplies, equipment, and labor, at the time each request is made. In consideration of the Roane County Highway Department providing said services, \_\_\_\_\_ shall reimburse the Roane County Highway Department the actual costs incurred by the Roane County Highway Department in providing said services, including, but not limited to, the actual costs of the materials and supplies used to provide said services, as well as the actual costs of the wages and employer-provided benefits of each Roane County Highway Department employee providing labor or supervision for said services, for the actual time spent by each Roane County Highway Department employee providing said services.

2. The parties further agree that \_\_\_\_\_ may purchase from the Roane County Highway Department road repair and maintenance materials from the Roane County Highway Department's existing stock, including, but not limited to,

gravel, asphalt, salt and brine. The Roane County Highway Department shall fill \_\_\_\_\_'s request for material only to the extent that filling said request will not impair the Roane County Highway Department's obligations to service County-maintained roads, and will not impair the Roane County Highway Department's ability to comply with other contractual obligations. \_\_\_\_\_ will reimburse the Roane County Highway Department for the actual costs incurred by the Roane County Highway Department for the purchase, storage and preservation of said material supplied.

3. Both the Roane County Highway Department and \_\_\_\_\_ own and possess certain equipment. Often, \_\_\_\_\_ will request to borrow equipment of the Roane County Highway Department, and the Roane County Highway Department will request to borrow equipment from \_\_\_\_\_. The parties agree that the Roane County Highway Department is authorized to loan its equipment to \_\_\_\_\_, on an on-going basis. Likewise, \_\_\_\_\_ is authorized to loan its equipment to the Roane County Highway Department on an on-going basis. However, equipment will be loaned only to the extent that loaning equipment does not impair the ability of the entity owning or possessing said equipment to comply with said entity's

governmental functions, governmental duties and contractual obligations. Should a piece of governmental equipment require repair or maintenance while being loaned out, the lender shall pay 50% of the costs of repair and maintenance, and the borrower shall pay 50% of the costs of repair and maintenance. If the lender must supply an employee or employees to operate said equipment, the borrower shall reimburse the lender the then existing costs of the wages and employer-provided benefits of each of lender's employees required to operate said equipment incurred by the lender during the actual time each such employee is needed by the borrower to operate said equipment.

4. This agreement shall be valid between the signed parties only when the Roane County Commission, by Resolution, has authorized the Roane County Executive and Road Superintendent to execute this agreement, and when the \_\_\_\_\_ City Council, by Resolution, has authorized the \_\_\_\_\_ to execute this agreement.

5. Each party shall have the right to cancel this contract by giving sixty (60) days advanced written notice to the other party.

6. This agreement shall not be construed to create a local government joint venture entity, as defined in Tennessee Code Annotated Section 12-9-103.

7. For all payments required by this agreement, payment shall be made within thirty (30) days after receipt of an invoice or demand for payment.

8. This agreement pertains only to the specific services set forth herein. Any request for mutual aid and assistance in a state of emergency or declared disaster shall be governed by the provisions of Tennessee Code Annotated Section 58-8-108 et seq.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the day and year written above.

ROANE COUNTY, TENNESSEE

By:

\_\_\_\_\_  
Executive

Ron Woody, County

ROANE COUNTY HIGHWAY  
DEPARTMENT

By:

\_\_\_\_\_  
Superintendent

Dennis Ferguson  
Roane County Road

CITY OF \_\_\_\_\_

By:

\_\_\_\_\_

Mayor

CITY OF \_\_\_\_\_ UTILITY

DISTRICT

\_\_\_\_\_

By:

\_\_\_\_\_

Chairman of Board

**Resolution # 02-15-09**

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

**A RESOLUTION TO PLACE IN SURPLUS a certain Roane County Vehicle**

**WHEREAS**, the Roane County Sheriff's Department has determined that a certain vehicle is of no longer use to the Sheriffs Department, and

**WHEREAS**, the vehicle is described as a 2004 Ford Explorer, VIN# 1FMZU72K04ZA86412 with multiple mechanical issues and high mileage, and

**WHEREAS**, due to the condition of the vehicle, it is of no use to another county department, and

**WHEREAS**, the Roane County Sheriffs Department now seeks to have said vehicle declared surplus.

**NOW, THEREFORE, BE IT RESOLVED** that this vehicle is hereby declared surplus property and may be disposed of in accordance with TCA § 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 a motion of **Commissioner Kelley**, seconded by **Commissioner Meadows**.

The following Commissioners voted Yes: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

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

The following Commissioners Passed: **-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 # 02-15-10**

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

**A RESOLUTION TO AUTHORIZE THE USE OF A COOPERATIVE PURCHASING AGREEMENT FOR THE BENEFIT OF ROANE COUNTY SCHOOLS.**

**WHEREAS**, Tennessee Code Annotated §12-3-1009 allows for the use of Cooperative Purchasing Agreements upon the approval and consent of the local legislative body, and

**WHEREAS**, Cooperative Purchasing Contracts allow local governments to purchase goods and services from other local, state, and national cooperative purchasing alliances that have been competitively bid under the same circumstances required by law by the purchasing entity, and

**WHEREAS**, these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level and allows local governments to take advantage of the lowest and best pricing available for the needed goods and services, and

**WHEREAS**, Roane County has saved money in using already approved cooperative purchasing agreements and now seeks approval to join and use contracts publicly solicited by E&I Cooperative Services, and

**WHEREAS**, the use of these cooperative agreements will not be used to the detriment of Roane County Vendors and purchases will be made with county vendors whenever possible.

**NOW, THEREFORE BE IT RESOLVED** that the Roane County Commission does hereby authorize the use of the aforementioned Cooperative Purchasing Cooperative.

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.

Motion to adopt was made by **Commissioner Moore**, seconded by **Commissioner Kelley**

Motion **Passed** upon unanimous voice vote.

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

**Resolution # 02-15-11**

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

**A RESOLUTION to set the minimum standards for signage for all county-owned vehicles.**

**WHEREAS**, Roane County is the owner of a large fleet of vehicles, and

**WHEREAS**, the State of Tennessee, Division of County Audit recommends that all county-owned vehicles should have permanently attached decals marking them as Roane County vehicles, and

**WHEREAS**, this resolution does not pertain to the Sheriff's Department undercover investigations and patrols, and

**WHEREAS**, said decals are to be of such a size and design that "Roane County" is readily visible and legible and the decals are to affixed in a prominent location on the vehicle.

**NOW, THEREFORE BE IT RESOLVED** that all county-owned vehicles shall have decals prominently displayed and permanently affixed to said vehicles according to the aforementioned standards.

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 Moore**, seconded by **Commissioner Fink**, the following Commissioners voted Aye : **Brummett, Ellis, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley (8)**

The following Commissioners Passed: -0-

The following Commissioners voted No: **Bell, Berry, Collier, East, Ferguson, Meadows, Moore (7)**

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

**Resolution # 02-15-12**

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

**A RESOLUTION to establish policy for the giving of nonprofit donations through the Roane County Commission and any of its committees or boards.**

**WHEREAS**, the County Commission desires to have requirements in place for donations to nonprofit organizations.

**NOW, THEREFORE, BE IT RESOLVED** that the following policy be enacted for the 2015-2016 fiscal year:

The nonprofit resolution detailing the amount and breakdown of contributions to area nonprofits shall not exceed \$140,000.

**UPON MOTION** of **Commissioner Kelley** seconded by **Commissioner Granger**, the following Commissioners voted Aye: **Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (14)**

The following Commissioners passed: -0-

The following Commissioners voted No: **Bell (1)**

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

**Resolution # 02-15-13**

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

**A RESOLUTION to amend the General Fund (101), Solid Waste Fund (116), Ambulance Fund (118), Recycling Fund (123), Highway Fund (131), General Debt Service Fund (151), Rural Debt Service Fund (152), and the Educational Debt Service Fund (156) to identify the revenue lost without an annual back tax property sale.**

**WHEREAS**, Roane County has a new back tax attorney, and

**WHEREAS**, the Clerk & Master has identified a lack of time available to get properties ready for a back tax sale, and

**WHEREAS**, the back tax property sale brings in a significant amount of revenue for the funds which receive property tax, and

**WHEREAS**, it is the intention of the Clerk & Master to sell these properties as soon as logistically possible however, this may not occur until next fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that the General Fund (101) , Solid Waste Fund (116), Ambulance Fund (118), Recycling Fund (123), Highway Fund (131), General Debt Service Fund (151), Rural Debt Service Fund (152), and the Educational Debt Service Fund (156) be amended as follows:

**SEE ATTACHED SHEET**

Upon motion of **Commissioner Berry**, seconded by **Commissioner Kelley**

The following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

No: -0- Passed: -0-

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

See attachment

**Resolution # 02-15-14**

**A Resolution to amend the General Fund (101) due to an outstanding liability previously unidentified in the financial records.**

**Resolution was withdrawn without objection.**

**Resolution # 02-15-15**

IN THE COUNTY COMMISSION FOR ROANE COUNTY, TENNESSEE

**A RESOLUTION** to amend the General Fund (101) to receive and appropriate a contribution from TVA to build a pavilion at Riley Creek Campground.

**WHEREAS**, TVA has granted Roane County \$20,000 to be used towards an amenity located at Riley Creek Campground, and

**WHEREAS**, Roane County and TVA agree that the best use of these funds is to build a pavilion, and

**WHEREAS**, the additional expense of building the pavilion will be covered with the excess camping fees earned at Riley Creek.

**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	47990	TVA Direct Federal Revenue	-	20,000	20,000
<b>Expenditure</b>					
		Parks and Fair Boards			
		799 - Other			
101	56700	RILEY Construction	-	35,000	35,000
<b>Fund Balance</b>					
101	34635	RILEY Committed for Recreation	35,573	(15,000)	20,573

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

The following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

No: -0- Passed: -0-

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

**Resolution # 02-15-16**

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

**A RESOLUTION to amend the General Capital Projects Fund (171) Other Facility Improvements (OFI) to appropriate money to for the renovation, building and paving at the Agricultural Extension Building.**

**WHEREAS**, addition and extensive renovations are taking place at the Ag Extension building, and

**WHEREAS**, the soil was found to be poor and additional paving work needed to be performed, and

**WHEREAS**, additional funds are available to be appropriated from the balance sub fund (BAL).

**NOW, THEREFORE, BE IT RESOLVED** that the General Capital Projects Fund (171) sub fund Other Facility Improvements (OFI) be amended as follows.

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
		BAL - Balance Sub Fund			
<b>Expenditure</b>					
		Transfers to Other Funds			
171	99100 590	Transfers to Other Funds	-	34,000	34,000
<b>Fund Balance</b>					
171	34585	Restricted for Capital Projects	34,903	(34,000)	903

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
		OFI -Other Facility Improvements			
<b>Revenue</b>					
171	49800	Transfers In	-	34,000	34,000
<b>Expenditure</b>					
		General Administration Projects			
171	91110 707- UTEX	Building Improvements	198,891	50,000	248,891
<b>Fund Balance</b>					
171	34585	Restricted for Capital Projects	16,513	(16,000)	513

**UPON MOTION of Commissioner Kelley, seconded by Commissioner Hooks, the following Commissioners voted Aye: Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (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 # 02-15-17**

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

**A RESOLUTION to amend the General Capital Projects Fund (171) sub fund Recycling (RCY) to receive and appropriate a grant from TDEC to be used towards the purchase of a sorting line.**

**WHEREAS**, the Recycling Center had previously budgeted to purchase a sorting line for the new baler, and

**WHEREAS**, Roane County has received a grant for \$25,000 from TDEC for a capital purchase, and

**WHEREAS**, this grant will be used in offset a portion of the expense related to the purchase of the sorter.

**NOW, THEREFORE, BE IT RESOLVED** that the General Capital Projects Fund (171) sub fund Recycling (RCY) be amended as follows.

Fund	Account No.	Description	Current Bgt	Amend	Amend Bgt
		RCY - Recycling			
		<b>Revenue</b>			
		Other State			
171	46980	SORT Grants	-	25,000	25,000
		<b>Expenditure</b>			
		Public Health and Welfare			
		Projects			
		733- Solid Waste			
171	91140	SORT Equipment	110,000	25,000	135,000

**UPON MOTION** of Commissioner Collier, seconded by Commissioner East, the following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (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 # 02-15-18**

**A Resolution to authorizing the County Attorney to take legal action to collect an indebtedness owed by Donald L. Wyrick d/b/a Ideal Plumbing Company**

Motion to adopt was made by **Commissioner Berry** with second by **Commissioner Collier**.

Motion by **Commissioner Meadows** with second by **Commissioner Ellis** to amend by adding the following paragraph:

"Should Roane County be the winning bidder at the foreclosure sale, the aforesaid property shall be added to Roane County's property owners and premises liability insurance policies immediately."

Motion **Passed** upon unanimous voice vote.

**RESOLUTION # 02-15-18 As Amended**

**A Resolution to authorizing the County Attorney to take legal action to collect an indebtedness owed by Donald L. Wyrick d/b/a Ideal Plumbing Company**

**WHEREAS**, on or about January 29, 2004, Donald L. Wyrick d/b/a Ideal Plumbing Company executed a Promissory Note payable to Roane County, Tennessee, in the amount of \$100,000.00. Said loan was obtained through the Roane County EDA Revolving Loan Board; and

**WHEREAS**, said loan is secured by a Deed of Trust, Assignment of Leases and Rents and Security Agreement recorded in the Roane County Register's Office in Record Book 1043, Page 13. The collateral for said loan is two vacant store buildings in downtown Rockwood, Tennessee, described in the Roane County

Property Assessor's Office as Parcels 19 and 20 on Control Map 54L, Group A, located on Front Avenue; and

**WHEREAS**, as of January 13, 2014, the payoff on said indebtedness is \$44,006.66, and the payments have been seriously in arrears for more than a year; and

**WHEREAS**, efforts should be made to collect said indebtedness and recoup said money;

**NOW, THEREFORE, BE IT RESOLVED** by the Roane County Commission as follows:

1. The County Attorney is hereby authorized to initiate foreclosure proceedings to sell said collateral in satisfaction of said indebtedness.

2. Should a deficiency exist after application of the foreclosure sale proceeds to said indebtedness, the County Attorney is authorized to file suit against the maker of said Promissory Note to obtain a judgment for said deficiency.

3. Upon such judgment becoming final, the County Attorney is authorized to take all legal action necessary to collect said judgment.

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

The following Commissioners voted aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (15)**

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

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

**THEREUPON**, the Chair announced to the Commission that said Resolution has received a constitutional majority and ordered the same spread of record.

**Resolution # 02-15-19**

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

**A RESOLUTION to amend the General Fund (101) to appropriate money to cover the demolition and cleanup costs for dilapidated buildings acquired during back tax sales.**

**WHEREAS**, Roane County is required to bid in back tax property which receives no public bid, and

**WHEREAS**, a number of these properties have been identified as being structurally impaired, and

**WHEREAS**, Roane County has responsibility for removal of unsafe structures on back tax property whether or not the county has officially received the tax deed, and

**WHEREAS**, Roane County will ask the Chancellor to set aside the county's bid in cases where the year of redemption has not elapsed, and

**WHEREAS**, if Roane County is unsuccessful in having the Chancellor set aside the bid the county will be responsible for the cost of razing and removing the buildings, and

**WHEREAS**, this additional cost will put the General Fund (101) outside of Roane County's Fund Balance Policy.

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

Account				Current		
Fund No.		Description		Bgt	Amend	Amend Bgt
<b>Expenditure</b>						
		County Buildings				
		Maintenance of				
101	51800	335 Buildings		30,000	500,000	530,000
<b>Fund Balance</b>						
		Unassigned Fund				
101	39000	Balance		2,972,816	(500,000)	2,472,816

**BE IT FURTHER RESOLVED**, with this appropriation the Roane County General Fund is identified as being outside of Roane County's Fund Balance Policy.

**UPON MOTION** of **Commissioner Collier**, seconded by **Commissioner Kelley**, the following Commissioners voted Aye: **Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows (14)**

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

The following Commissioners voted No: **Bell (1)**

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

**Resolution # 02-15-20 (waive the 12 day rule)**  
**AUTHORIZING THE APPLICATION FOR THE FY2014 FEDERALLY FUNDED HOME GRANT FOR HOUSING REHABILITATION FOR LOW INCOME HOUSEHOLDS**

**WHEREAS** Roane County recognizes the need for housing rehabilitation for low income residents residing within the county; and

**WHEREAS** the County desires to provide housing rehabilitation services to these residents; and

**WHEREAS** the County Commission understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

**NOW THEREFORE BE IT RESOLVED**, that the County Commission of Roane County does hereby authorize the Roane County Executive to file an application for FY2014 HOME funds with THDA not to exceed \$500,000. This grant requires no match.

**BE IT FURTHER RESOLVED**, that this resolution takes effect from and after its passage, the public welfare requiring it.

Upon a motion by **Commissioner Johnson**, seconded by **Commissioner Hendrickson**

The following Commissioners voted Aye: **Bell, Berry, Brummett, Collier, East, Ellis, Ferguson, Fink, Granger, Hendrickson, Hooks, Johnson, Kelley, Moore, Meadows 15)**

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

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

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

Motion duly made by **Commissioner Kelly** second by **Commissioner Moore** the February 09, 2015 meeting stood adjourned at 10:15 P.M.

**APPROVED:**

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**Chairman James Brummett**

**Attest:**

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**County Clerk Barbara J. Anthony**