# SCHEDULE A: REGIONAL FORENSIC CENTER
# FEE SCHEDULE FOR ADDITIONAL SERVICES

This fee schedule is effective August 1, 2015 for the Regional Forensic Center in Knox County, Tennessee.

| | SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES | |
|---|---|---|
| | **Service** | **FEE** |
| 1 | **Autopsy** | $1,575.00 |
| | Includes: Autopsy, External Exam, Final Autopsy Report, Microbiology and Toxicology Reports. Special tests and expert testimony in a criminal trial are additional costs. | |
| | Bio-Seal Services | $175.00 |
| | | |
| 2 | **External Examination** | $790.00 |
| | Includes: External Exam Report | |
| | Bio-Seal Services | $175.00 |
| | | |
| 3 | **Additional Testing** | |
| | Professional Fees Minimum Charge per Hour | $790.00 |
| | Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | Transportation and Shipping Cost at Cost (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | | |
| 4 | **Expert Testimony** | |
| | ***Retainer Fee - Medical Examiner, Pathologist, Anthropologist*** | $1,500.00 |
| | | |
| | ***Deposition Fee - Medical Examiner, Pathologist, Anthropologist*** | |
| | Two hours of preparation and review of case materials (Two Hour Min) | $1,500.00 |
| | Third hour and each hour thereafter | $525.00 |
| | | |
| | ***Case/Trial Testimony - Medical Examiner, Pathologist, Anthropologist*** | |
| | Two hours of Preparation and review of case materials | $1,500.00 |
| | Third hour of Preparation/Review and each hour thereafter | $525.00 |
| | Testimony as an expert/consultant per hour | $600.00 |
| | Travel (portal to portal) cost per hour | $315.00 |
| | Per Diem (per current year GSA rates for the area) | TBD AT TIME OF SERVICE |
| | Hotel/Travel Accommodations provided by client | TBD AT TIME OF SERVICE |
| | | |
| | ***Deposition Fee - RFC Staff (Investigators, Autopsy Technicians, Forensic Clerks, etc)*** | |
| | Two hours of preparation and review of case materials (Two Hour Min) | $650.00 |
| | Third hour and each hour thereafter | $210.00 |
| | | |

| | SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES | |
|---|---|---|
| | Service | FEE |
| | ***Case/Trial Testimony - RFC Staff (Investigators, Autopsy Technicians, Forensic Clerks, etc)*** | |
| | Two hours of Preparation and review of case materials (Two Hour Min) | $650.00 |
| | Third hour and each hour thereafter | $210.00 |
| | Testimony as an expert/consultant per hour | $300.00 |
| | Travel (portal to portal) cost per hour | $80.00 |
| | Per Diem (per current year GSA rates for the area) | TBD AT TIME OF SERVICE |
| | Hotel/Travel Accommodations provided by client | TBD AT TIME OF SERVICE |
| | | |
| 5 | **Cole Neuroscience Cases** | |
| | ***Technical Charges*** | |
| | Brain Removal; Organ Preparation; Tissue Preparation | $1,575.00 |
| | Slide/stain preparation (cost of test not included) | $525.00 |
| | Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | Transportation and Shipping Cost at Cost (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | | |
| | ***Professional Fees Minimum Charge*** | $2,100.00 |
| | Includes two hours Reading Slides and Preparing Diagnostic Report | |
| | Additional Professional Fee per Hour | $790.00 |
| | Transportation and Shipping Cost at Cost to RFC | TBD AT TIME OF SERVICE |
| | | |
| | ***Brain Removal Only*** | $800.00 |
| | Includes: Organ Preparation Only. Shipping charges are not included. | |
| | | |
| 6 | **Pathology Services for Non-Medical Examiner Cases** | $5,250.00 |
| | (For requests from Private Citizens to perform autopsy services for cases that fall outside of the Medical Examiner jurisdiction or for an additional review requested by the family or proper authority.) | |
| | Includes: Autopsy, External Exam, Final Autopsy Report, Microbiology and Toxicology Reports. Special tests and expert testimony in a criminal trial are additional costs. | |
| | | |
| | **Partial Autopsy** | $3,250.00 |
| | | |
| | **External Examination** | $1,800.00 |
| | | |
| | **Bio-Seal Services** | $250.00 |

| | SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES | |
|---|---|---|
| | **Service** | **FEE** |
| | **Additional Testing** | |
| | Professional Fees Minimum Charge per Hour | $1,050.00 |
| | Lab Test Costs will be added at Cost plus 17% for handling and processing (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | Transportation and Shipping Cost at Cost (fee determined at time of service) | TBD AT TIME OF SERVICE |
| | | |
| 7 | **On-Scene Services** | |
| | Personnel (Medical Examiner, Forensic Anthropologist, Medical Investigator, etc) | Hourly Charge will be (Salary plus benefits plus 17%) for each person |
| | Mileage (GSA approved rate for Knox County) | TBD AT TIME OF SERVICE |
| | | |
| 8 | **Anthropology** | |
| | Examination of Skeletal Remains, Single bone | $225.00 |
| | Examination of Skeletal Remains, Complete | $2,200.00 |
| | Examination of Skeletal Remains, Partial | $1,200.00 |
| | Exhumation, per day | $1,800.00 |
| | Exhumation Autopsy, unnatural death | $3,500.00 |
| | Trauma Evaluation in Skeletal Remains, per case | $1,000.00 |
| | Evaluation of Blood Spatter Patterns, from photo | $150.00 |
| | Evaluation of Blood Spatter Patterns, on scene analysis per hour | $175.00 |
| | Dental Charting & Full Mouth X-ray | $350.00 |
| | Dental Comparison for Identification | $500.00 |
| | Bite-mark Examination & Comparison | $700.00 |
| | | |
| 9 | **Facility Use Fee (for approved programs)** | |
| | Facility Use Fee (conference room) per 4 hours | $500.00 |
| | Facility Use Fee (conference room) if over 4 hours | $1,000.00 |
| | Facility Cleaning Fee | $100.00 |
| | Facility Use Deposit Fee | $250.00 |
| | | |
| 10 | **Morgue Use Fee** | |
| | If a body is left in the morgue by a county, hospital or other institution over 10 days after receiving a call that the body is ready for pickup, there is a per day fee. The fee will be assessed beginning at midnight following the 10th day of the pickup call. The fee is assessed for the entire day beginning at midnight. There is no pro-rating of the fee. After 30 days, the fee is $50 per day. | $25 / day after 10 days<br>$50 / day after 30 days |
| | | |

SCHEDULE A: REGIONAL FORENSIC CENTER
FEE SCHEDULE FOR ADDITIONAL SERVICES

| | SCHEDULE A: RFC FEE SCHEDULE FOR SERVICES | |
|---|---|---|
| | Service | FEE |
| | | |
| 11 | **Reports/Certificates/Copies of Records** | |
| | Autopsy Report | $20.00 |
| | Toxicology Report | $20.00 |
| | Death Certificate | Service Not Available |
| | Cremation Certificate | $25.00 |
| | Medical Records | Per TCA |
| | Cost of Mailing the Reports is Responsibility of Requester | TBD AT TIME OF SERVICE |
| | | |
| | **Knox County Regional Forensic Center does not transport decedents. It is the responsibility of the requesting organization.** | |
| | | |
| | **All hourly rates are billed to the nearest quarter of an hour.** | |
| | | |
| | **Late payments, worthless checks, rejected payments:** | |
| | Accounts past due 30-59 days | $25.00 |
| | Accounts past due 60-89 days | $35.00 |
| | Accounts past due 90 or more days | $45.00 |
| | | |
| | Accounts past due 60 days will not be able to receive approvals on requests for cremations. | |
| | | |
| | Worthless checks and rejected payments will be handled in accordance with Knox County Finance Policy. | |

**RESOLUTION NO** 07-2015-4

**RESOLUTION TO APPROVE LICENSE AGREEMENT BETWEEN STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND CUMBERLAND COUNTY**

**WHEREAS,** Cumberland County has had a lease agreement with the State of Tennessee, Department of Environment and Conservation at the Cumberland County Courthouse to provide office space for Ground Water Protection staff;

**WHEREAS,** the license agreement will expire June 30, 2015 and a new agreement has been submitted for the Mayor to sign;

**WHEREAS,** the term of the new agreement shall be from July 1, 2015 and shall end on June 30, 2016. Either party may terminate the agreement by giving written notice to the other party at least ninety (90) days prior to the date when such termination becomes effective.

**WHEREAS**, the state shall pay a monthly fee of $350.00;

**NOW, THEREFORE, BE IT RESOLVED** by the Cumberland County Board of Commissioners that the license agreement between State of Tennessee Department of Environment and Conservation and Cumberland County be approved and the County Mayor is authorized to execute this agreement.

Adopted this 20th day of July, 2015.

SPONSOR:

COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

AGENCY: Environment and Conservation
ALLTOMENT CODE: 327.34

This Instrument Prepared By:
State of Tennessee
Dept. of Environment & Conservation
William R. Snodgrass TN Tower
312 Rosa L. Parks Avenue, 10th Floor
Nashville, Tennessee 37243

# LICENSE AGREEMENT BETWEEN STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND CUMBERLAND COUNTY

This Agreement is made and entered into as of this the ____ day of _____, 2015, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as "State," and Cumberland County, hereinafter referred to as "Licensor" for office space to be utilized by the State.

## WITNESSETH

1. PREMISES: Licensor agrees to provide the State with approximately 650 square feet of office and related space at Two N. Main Street Suite 201, Crossville, Tennessee 38555.

2. TERM: The term of this Agreement shall commence on July 1, 2015 and shall end on June 30, 2016. Either party may terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the date when such termination becomes effective.

3. PURPOSE: Licensee will use the premises for the purpose of office space for Water Resources staff.

4. NOTICES: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

| TO THE LICENSOR: | TO THE STATE: |
|---|---|
| Cumberland County | Environment and Conservation |
| Attn: Kenneth Carey, Jr., County Mayor | William R. Snodgrass TN Tower |
| Two North Main Street, Suite 203 | 312 Rosa L. Parks Avenue, 10th Fl. |
| Crossville, Tennessee 38555 | Nashville, Tennessee 37243 |
| Phone: 931-484-6165 | Phone: 615-532-0118 |

5. FEE: The State shall make payment in arrears on the last day of the payment period as follows: Monthly fee of $350.00. Fees shall be paid to the Licensor at the address specified in paragraph 4 or to such other address as the Licensor may designate by a notice in writing.

6. SERVICES: Licensor agrees to furnish all utilities, upkeep, maintenance, janitorial supplies and service. Space and restrooms shall be handicap (ADA) accessible.

7. HEATING AND AIR CONDITIONING: Adequate heating and air conditioning shall be furnished by the Licensor at his expense.

**RESOLUTION NO.** 07-2015-5

**RESOLUTION TO EXTEND THE DOWNTOWN CROSSVILLE INCORPORATED (DCI) LEASE AND AGREEMENT**

**WHEREAS,** the DCI lease and agreement with Cumberland County expired; and

**WHEREAS,** DCI would like to renew the lease and agreement for an additional one (1) year; and

**WHEREAS,** the new lease and agreement for DCI would expire August 31, 2016;

**NOW, THEREFORE BE IT RESOLVED,** by the Cumberland County Board of Commissioners meeting in egular session on this the 20th day of July, 2015, extend the DCI lease and agreement for an additional one (1) year vith Cumberland County.

**dopted this 20th day of July, 2015.**

PONSOR:

Rebecca N Shaw

OUNTY COMMISSIONER

PPROVED:

OUNTY MAYOR

TTEST:

OUNTY CLERK

**PREPARED BY *RANDAL R. BOSTON*, ATTORNEY AT LAW**
**60 N. MAIN STREET, CROSSVILLE, TENNESSEE 38555**

# LEASE AND AGREEMENT

**THIS LEASE** ("Lease") is hereby made and entered into this _____ day of March, 2015, between **CUMBERLAND COUNTY** ("Landlord"), and **DOWNTOWN CROSSVILLE INCORPORATED (DCI)** ("Tenant").

**WITNESSETH:**

1. Premises, Term and Rent. Landlord leases to Tenant, and Tenant leases from Landlord, a part of the property described in Exhibit A attached hereto (the "Premises") Native Stone Museum in Crossville, Cumberland County, Tennessee (the "Building"). Landlord leases to Tenant and Tenant leases from Landlord a part of the land described in Exhibit A together with the improvements located thereon (the "Premises").] The term of this Lease shall be from the **First** day of August, 2015, to the **Last** day of July, 2016, at an annual rental of **ONE** ($1.00) Dollar, payable in annual installments of **ONE** ($1.00) Dollar each, which rental Tenant covenants to pay as and when due. All yearly installments ("yearly rental") shall be paid in advance, on or before the **FIRST** day of August each year, without demand, to Landlord at the address set forth hereafter.

2. Appurtenances. Landlord grants to Tenant, and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of all parking spaces provided by the City of Crossville around the Building as may be needed, the non-exclusive use of common areas.

3. Tenant's Repairs and Utilities. Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling and light fixtures, as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or condemnation excepted. Landlord will keep the Building insured against damage by fire and other casualty. The Tenant will be responsible for insurance upon the contents and all personal property on the premises.

Landlord shall be responsible for the payment of electrical, natural gas, water and sewer and other utilities serving the Premises.

4. Landlord shall maintain and keep in good repair and working order the roof, exterior walls, HVAC system, electrical wiring, and plumbing system of the Building, the adjoining yard and parking lot, and all underground water and sewerage pipes. Landlord shall keep the Building insured against damage by fire and other casualty.

5. Right of Entry. Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required by Section 8 or

required by Section 7 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease the same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 7, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal contract rate within TEN (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

6. Renovations and Alterations of Premises. Subject to Landlord's approval of all plans and specifications for material renovations and alterations and subject to the condition that Tenant shall allow no lien to be placed against the Premises [or the Building], Tenant shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant. All such alterations, additions, repairs, replacements and improvements made to or upon the Premises shall comply with all present and future governmental laws and regulations. No approval by Landlord of any plans or specifications for material renovations or alterations by Tenant shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

7. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner heretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as heretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day f a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

8. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly

rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

9. Use of Premises. The Premises shall be used for the purposes of the use and Benefit of the museum and other related purposes. Tenant shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of Landlord's insurance contract(s), or in a manner creating a nuisance.

10. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

Tenant agrees to provide public liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance in at least the following amount:

$300,000.00 - Combined Single Limit

11. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

12. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

13. Eminent Domain. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority and an appropriate pro rata portion of any rent paid in advance by Tenant shall be refunded.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using it in substantially the same manner as heretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord. After the date Tenant is required to surrender possession of the portion taken, the rental payable hereunder shall be reduced in proportion to the decrease in the fair rental value of the Premises.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord, except for such compensation as may be made for Tenant's moving or relocation expenses, Tenant's business interruption losses and for the taking of Tenant's trade fixtures, which compensation shall belong to and be the property of Tenant.

14. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason or for no reason. Consent to one assignment or subletting shall not be deemed a consent to any other. The transfer of the majority of the voting stock of Tenant if Tenant is a corporation, the transfer of a majority of the partnership interests in Tenant if Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

15. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

16. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord: Cumberland County
2 N. Main St., Suite 203
Crossville, TN 38555

Tenant: Downtown Crossville Incorporated (DCI)
P.O. Box 3784
Crossville, TN 38557

17. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

(a) If Tenant shall fail to pay Landlord any rent when due, within TEN (10) days after Landlord notifies Tenant that it is unpaid.

(b) If Tenant shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein within thirty (30) days after notice by Landlord to Tenant specifying the condition to be performed or complied with; or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

In the event of any default hereunder, Landlord, at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof [as the agent of Tenant], and Tenant shall pay Landlord the difference between the rent herein reserved and imposed for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term; additionally, Landlord may also recover from Tenant any other sums (including rents) then due. Landlord may also terminate this Lease and, at its option, recover from Tenant any sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. Notwithstanding any other provision herein contained, Tenant shall be responsible for all losses (including loss of rents) and damages resulting from any default and/or termination.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of rents or for the preceding breach of covenant or conditions or for default.

Landlord may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the

default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

18. No Waiver. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

19. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.

20. Signs. Tenant shall have the right, upon Landlords approval, to erect, affix or paint signs on or about the Premises and the right at its option to remove said signs upon the termination of this Lease, it being agreed that Tenant shall repair any damage to the exterior of the Building caused by the removal of said signs.

21. Subordination. Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering [the Building or] the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant upon foreclosure of any such mortgage or deed of trust, if Tenant has not been in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring [the Building or] the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.

22. Sale of Subject Property; Right of First Refusal. N/A

23. Tenant's Option to Purchase. N/A

24. Entire Agreement. The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.

25. Successors and Assigns. Both parties agree that this Lease would become NULL and VOID upon the incapacity of either party. This Agreement **can not** be assigned by the Tenant without prior written approval of the Landlord.

26. Memorandum Lease. This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.

27. Captions. The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.

28. Severability. The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

***CUMBERLAND COUNTY, TENNESSEE***

***By:***_____

***KENNETH CAREY, JR.***
**Its: COUNTY MAYOR**

**STATE OF TENNESSEE**

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **KENNETH CAREY, JR., CUMBERLAND COUNTY MAYOR**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **CUMBERLAND COUNTY MAYOR**, and that he as such Mayor, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **CUMBERLAND COUNTY** by himself as such Mayor.

***WITNESS*** *my signature and seal of office this the _____ day of _____ 2015.*

*(SEAL)*

_____
*NOTARY PUBLIC*

*My Commission Expires:* _____

***DOWNTOWN CROSSVILLE INCORPORATED (DCI)***

*By:* _____

*BOB SCHWARTZ*
**Its: PRESIDENT**

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, **BOB SCHWARTZ, PRESIDENT**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the **PRESIDENT,** and that he as such President, being authorized to do so, executed of the foregoing instrument for the purposes therein contained by signing the name of the **DOWNTOWN CROSSVILLE INCORPORATED (DCI)** by himself as such President.

***WITNESS*** *my signature and seal of office this the _____ day of _____ 2015.*

*(SEAL)*

_____
*NOTARY PUBLIC*

*My Commission Expires:* _____

**RESOLUTION NO.** 07-2015-6

## RESOLUTION TO APPOINT A JUDICIAL COMMISSIONER FOR CUMBERLAND COUNTY, TN

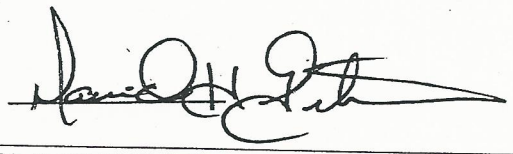
**WHEREAS,** it is the recommendation of Larry Sherrill, Circuit Court Clerk and Herbert L. Blevins, Judicial Commissioner Director, that Joseph L. Tryring be appointed to serve as a Judicial Commissioner.

Persuant to TCA 40-1-111 a term beginning this 20th day of July 2015 and not to exceed a 4 year term.

**NOW, THEREFORE BE IT RESOLVED,** by the Cumberland County Board of Commissioners meeting in regular session on this the 20th day of July, 2015, that this resolution shall take effect upon adopotion.

On this 20th day of July, 2015.

**Adopted this 20th day of July, 2015.**

SPONSOR: 

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**RESOLUTION NUMBER 07-2015-7**

**A RESOLUTION TO APPROVE PAY SCALE COMMITTEE**

**WHEREAS,** it is important to preserve and update the current Cumberland County Wage Scale in order to achieve the County Commission's objectives of fair, competitive and equitable salaries for all the employees of the County General, and Sanitation Funds; and

**WHEREAS,** it is important to the Tax Payers and to Department Heads that the Wage Scale is fairly studied for all Departments; and

**WHEREAS,** it is vital to complete the work begun by Department Heads using a consistent manner of study; and

**WHEREAS,** it is also important to prevent overlapping time and efforts; and

**NOW, THEREFORE BE IT RESOLVED:**

-To finalize the 2015/2016 budget without making changes to the current Cumberland County Wage Scale or major changes in grades or steps to the current Cumberland County Wage Scale except for normal annual steps.

-To reserve all Wage Scale changes until the studies are completed for all departments and a final proposal is agreed upon and presented to the full commission.

-To suspend the current Wage Scale Sub-Committee and appoint a new Pay Scale Committee to: a) work with a Finance Department designee, the Mayor, and Department heads to complete Departmental surveys as needed, b) with the results of the completed surveys, work with the Mayor and the Department Heads to prepare an updated wage scale proposal and c) work towards a completion goal of January 1st, 2016.

-To compose the Pay Scale Committee with 3 or 5 Commissioners who have time or skill to contribute to the process with the elected Chair not being an employee of the County, and empower them with the option to select Community leaders as advisors as needed or available. Commissioners will indicate their interest to serve by submitting their names to the Chair of the Budget Committee by the end of July 2015. The Budget Committee will appoint the Pay Scale Committee at the earliest scheduled meeting in August (August 4th, 2015) and the first meeting of the Pay Scale Committee will be held on the following Thursday (August 6th, 2015) at 4:30pm. The agenda for the first meeting will include: 1) select the Chair to represent the committee during the information collection process, 2) set data goals for the next meeting and 3) determine the next meeting date.

-With the intention that, a) if these deadlines are met, b) if the Pay Scale Committee, the Mayor, and the Department Heads are in agreement with the final proposal, and c) the Budget Committee determines the current budget can reasonably accommodate the final proposal; it can be acted on by the full Commission midyear or when complete.

This 20th day of July, 2015.

SPONSOR:

Rebecca W Stone

COUNTY COMMISSIONER

APPROVED:

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COUNTY MAYOR

ATTEST:

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COUNTY CLERK

**RESOLUTION NUMBER** 07-2015-8

## A RESOLUTION TO ADOPT A BUILDING CODES EDITION

**WHEREAS,** Cumberland County is required to have a building code in place; and

**WHEREAS,** Cumberland County had previously approved and adopted Residential Building Codes for Cumberland County; and

**WHEREAS,** Cumberland County wishes to adopt the 2012 edition of the International Residential, Mechanical, and Plumbing building codes, including its appendixes, but omitting Section R313.2, including subsections; and

**WHEREAS,** Cumberland County wants of opt out of the 2012 International Energy Conservation Code; and

**WHEREAS,** Cumberland County wishes to adopt the 2009 International Energy Conservation Code; and

**NOW, THEREFORE BE IT RESOLVED, by** the Cumberland County Board of Commissioners that the 2012 edition of the International Residential, Mechanical, and Plumbing Codes and appendixes be adopted, and the 2009 International Energy Conservation Code be adopted .

This 20th day of July, 2015.

SPONSOR:

Rebecca H Stone

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

**RESOLUTION NUMBER 07-2015-9**

**A RESOLUTION TO JOIN THE CITY OF CROSSVILLE TO EXERCISE OPTION ON INDUSTRIAL PROPERTY**

**WHEREAS,** Crossville officials met with the Building & Grounds committee to propose to jointly exercise an option on property off Highway 70 North across from the Community Complex, known as the Swallows Property and, was approved and recommended by the Building & Grounds Committee; and

**WHEREAS,** the option will be for 6 months from date option is signed by all parties with a possible 90 day extension; and

**WHEREAS,** this option will be at no cost to the county, and will allow the city and county to explore the potential that this property may have for future Industrial Development; and

**WHEREAS,** approval of this resolution authorizes the County Mayor to sign documents after review of the County Attorney; and

**NOW, THEREFORE BE IT RESOLVED,** by the Cumberland County Board of Commissioners meeting in session assembled on July 20, 2015 that Mayor Kenneth Carey, Jr. be authorized and directed to execute the documents to join the City of Crossville in an option agreement regarding the Swallows Property after review by the County Attorney.

This 20th day of July, 2015.

SPONSOR:

COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

In witness whereof, this License Agreement has been executed by the parties hereto.

LICENSOR:

Kenneth Carey, Jr. Date
County Mayor

STATE OF TENNESSEE

Commissioner Date
Environment and Conservation

APPROVED:

Director of Real Estate Compliance Date
General Services - STREAM