

AGENDA - ROCKY TOP CITY COUNCIL MEETING
February 20, 2025 at 6:00 pm

- 1) Call to Order
- 2) Invocation
- 3) Pledge of Allegiance
- 4) Roll Call
- 5) Approval of Minutes
 - a. Approval of January 16, 2025 City Council Meeting Minutes
- 6) Recognize Citizens, Guests, and Visitors
 - a. Public Comment (3-minute time limit)
- 7) Mayor's Report
 - a. Discuss ownership of Lift Station on McGhee property on Hwy 116
 - b. Property Tax Reappraisal
- 8) Committee/Council Member Reports
 - a. Planning Commission (Jeff Gilliam) – Meeting February 18, 2025
 - b. Recreation Committee – Meeting February 20, 2025
- 9) General Government Report
 - a. City Manager Report
 - b. Monthly Water Loss 61.713%, Monthly Water Loss with In-House Usage 50.360%
 - c. Police Report
 - d. Fire Report
 - e. Public Works Report
 - f. Water/Sewer Report
 - g. Financial Report
- 10) Ordinances and Resolutions
 - a. First Reading of New Ordinances
 - i. Ordinance 600, An Ordinance to Update Title 13 of the City of Rocky Top's Municipal Code Adopting the Slum Clearance and Redevelopment Act
 - ii. Ordinance 601, An Ordinance to Amend the Rocky Top Municipal Code Title 2 – Boards and Committees, Etc., Chapter 1 Parks and Recreation Committee
 - b. Second and Final Reading of Ordinances
 - i. Ordinance 598, An Ordinance to Amend the Rocky Top Municipal Code Title 4 – Municipal Personnel
 - c. Adoption of Resolutions
 - i. None
- 11) Unfinished Business
 - a. Commercial Water/Sewer Insurance
- 12) New Business
 - a. Real Estate Purchase and Sale Agreement
 - b. Appointment of Planning Commission Members
- 13) Adjournment

**City of Rocky Top Council Meeting
January 16, 2025 at 6:00 pm**

The City Council of Rocky Top, Tennessee met at City Hall at 6:00 pm on January 16, 2025, for the regularly scheduled City Council meeting with Mayor Kerry Templin presiding. Upon roll call the following answered present:

Jeff Gilliam Keith Daniels Richard Duff Kerry Templin
Mack Bunch was absent.

Invocation

Councilman Keith Daniels opened the meeting with prayer.
Pledge of Allegiance

Approval of Minutes

Councilman Keith Daniels made a motion to approve the minutes from the December 19, 2024 Public Hearing, seconded by Vice-Mayor Jeff Gilliam. Motion carried.

Vice-Mayor Jeff Gilliam made a motion to approve the minutes from the December 19, 2024 City Council Meeting, seconded by Councilman Keith Daniels. Motion carried.

Recognize Citizens, Guests, and Visitors

Nick Vowell, with the Anderson County Highway Department. He has been tasked by Gary Long to get federal grants for roads. The grant in the works right now is called the Safe Streets and Roads for All Grant. This grant is not for paving, but for guardrails, striping, lighting, and signage. The grant pays \$24,000; the county pays \$6,000. There will be two public meetings. The first one is January 29 at 6:00pm in Room 118A at the Anderson County Courthouse.

JR Cates with Mitchell Emert & Hill, for a brief overview of the financial statements. He stated there were no findings for 2023-2024. There was a recommendation to start an inventory in the water and sewer department.

Tyler Rutherford and Jacob Blocker with Cannon & Cannon, to discuss Change Orders for the Sewer Rehabilitation Project. He suggested that Change Order 2 be removed from the scope and completed at a later date. There is a Change Order 3 that will need approval.

Mayor's Report

The Comptroller's Office requires elected officials of utility districts to take training classes. The Mayor would like to do a workshop next month. It will be a posted meeting where anything can be discussed, but nothing will be voted on. The council decided on February 7, 2025 at 4:00pm for the workshop.

Committee Reports

Planning Commission – Meeting January 21, 2025.

Recreation Committee – Meeting January 16, 2025. Vice-Mayor Jeff Gilliam made a motion to reappoint Dustin Leach, Maria Hooks, Nicole White, and Tim Hatmaker for two years, seconded by Councilman Richard Duff. Motion carried. Councilman Keith Daniels made a motion to accept Zack Green's resignation from the Recreation Committee, seconded by Mayor Templin. Motion carried. Mayor Templin made a motion to appoint Richard Duff to the Recreation Committee, seconded by Vice-Mayor Jeff Gilliam. Motion carried.

City Manager Report

The water and sewer insurance starts February 1, 2025. If you want to opt out, you must stop by City Hall and fill out the Opt-Out Form. City Hall will be closed on Monday, January 20, 2025 in observance of Martin Luther King Jr Day. Garbage pickup will be Tuesday, January 21, and Wednesday, January 22, 2025.

General Government Report

<u>Name</u>	<u>Address</u>	<u>Reason</u>	<u>Adjustment</u>
Janice Goins	404 Bittle Ln.	Leak	\$166.00
Catherine A Cattafi	112 Pearl St.	Leak	\$348.00
Ronnie Ogden	109 Chestnut Ave.	Leak	\$412.00
Russell & Shirley Colwell	212 Pearl St.	Leak	\$43.00
LaFollette Housing	1031 Grace Ave.	Leak	\$77.00
Total Sewer Adjustments			\$1,046.00

Sewer adjustments are \$1,046.00. Vice-Mayor Jeff Gilliam made a motion to approve the sewer adjustments, seconded by Councilman Keith Daniels. Motion carried.

Monthly water loss was 52.337%, with in-house usage 38.008%.

Police Report – Chief John Thomas is on intermittent personal leave due to a family medical emergency. Deputy Chief Matt McGhee is on short-term medical leave. One officer is on administrative leave after an officer-involved shooting.

Fire Report – 39 calls for the month.

Public Works Report – Normal monthly operations.

Water/Sewer Report – Normal monthly operations.

Financial Analysis Report – The water fund is around 54% unrealized, expenditures at 74% including purchase orders, General Fund is around 56% unrealized, expenditures at 51%.

Ordinances and Resolutions

First Reading of Ordinance 598, An Ordinance to Amend the Rocky Top Municipal Code Title 4 – Municipal Personnel. Councilman Keith Daniels made a motion to approve the first reading of Ordinance 598, seconded by Councilman Richard Duff. Motion carried.

Unfinished Business

None

New Business

Sewer adjustments for swimming pools. Councilman Keith Daniels recommends putting an adjustment policy in writing.

Change Order No. 3, TDOT Flowable Fill for \$9,223.50. The purpose of this change order is to add 43 cubic yards of Flowable Fill to the contract. Vice-Mayor Jeff Gilliam made a motion to pay a maximum of \$9,223.50 for Change Order 3, seconded by Councilman Richard Duff. Motion carried.

There being no further business to come before the council, a motion to adjourn the meeting was made by Vice-Mayor Jeff Gilliam. Motion carried. The meeting adjourned at 7:04 pm.

Kerry Templin, Mayor

Amanda Daugherty, City Recorder



Rocky Top Police Department

104 Lawson St., Rocky Top, TN 37769

Phone: (865) 426-7404

Fax: (865) 674-5364

To: Amanda Daugherty, City Recorder

From: John Thomas, Chief of Police

Re: PD report for City Council February meeting

Date: February 18, 2025

Below is a summary of activities/events within the Police Department for City Council:

January '25 Statistics

Arrests: 27

Traffic Stops: 181

Citations: 78 (and 32 written warnings)

Incident Reports: 40

Calls for Service: 423

Overdoses: 0

Personnel: Chief Thomas is on intermittent personal leave for a family member's medical emergency. Officer Henderson is halfway through Walters State for the Basic Police Academy this week, will graduate March 13 then complete Field Training.

Grants: Working on applying for a CSX grant for communications equipment and first aid equipment.

Internal Procedures/Equipment: Working on policies as mentioned below.

Accreditation: Meeting with representative from mentor agency (Lenoir City PD) to review critical policies completed.

Training: Lesson plans for in-house training required by the state POST Commission being completed for the calendar year 2025. Officer McClurg attended First Line Leadership training. Sgt. Perkins is on the waitlist for Emergency Vehicle Operations instructor course in March.

Cases of significance: Another drug case for a problem house on Presnell Ln. The occupant is back in jail and the location has been quiet since that arrest 4 weeks ago. Several other drug cases were made, including the arrest of three convicted from Michigan passing through in our city while transporting felony amounts of narcotics.

Budget (61.5% of fiscal year): The Department is allocated \$517,520 including grant funds (previous Council reports included health/dental/retirement; this is now adjusted). Expenditures were \$319,385/61.7% of budget. Expenditures over projections are OT (\$84% of allocated amount spent), Small Items of Equipment (170% of allocated amount spent), Clothing and Uniforms (159% of allocated amount spent) and Motor Vehicle Parts (231% of allocated amount spent). There is \$15,000 in unappropriated grant money from sending Ofc. Malicoat to the Police Academy.

With Regards,



John B. Thomas, Jr.
Chief of Police

Rocky Top Fire Department
Monthly Report For: January 2025

• EMS Calls:	19
• Structure Fires:	1
• Vehicle Fires:	1
• Electrical Fires:	0
• Trash/Rubbish Fires:	0
• Unauthorized Burnings:	0
• Authorized Burnings (Burn Permits Issued):	0
• False Call/Alarms:	0
• Hazardous Materials Incidents:	2
• Lift Assists:	2
• Lock-Outs/In's:	1
• MVA's:	2
• Service Calls:	5
• Mutual Aid Calls:	2
• Brush/Grass Fires:	0
• Other	
○ <u>Overdose</u> :	0
○ <u>Forced Entry</u> :	0
○ <u>Police Matter</u> :	1
○ <u>Landing Zone</u> :	0
Total Calls for The Month:	36
Total Calls for The Year:	36

Public Works Monthly Report

January 15 through February 19

Garbage Truck: 43.18 ton for the Month of January

Brush Truck: 25 ton for the Month of January

Patched holes and repaired one (1) sinkhole

Worked on Sharp property to start burning brush

Installed outside light at City Hall

Leveled yard, cut trees, put drain tile in at Public Works for new shed

Installed street signs

Stripped floor at the Community Center

Met with fence contractor

Helped with installation of new shed at Public Works

Four (4) employees started CDL classes

Cut trees and cleaned up storm damage

Water Monthly Report

January 15 through February 19

Water Dept.

Repaired three (3) 3/4" lines

Repaired one (1) 1" line

Repaired one (1) 2" line

repaired one (1) 8" line

Replaced one (1) meter box

Work Orders, Hang Tags, Pulled Meters, Read Meters, monthly Bac-T samples, 811 locates

Water Monthly Operating Report submitted to TDEC, along with monthly pumpage report

Sewer Dept.

Jetted four (4) lines

Kept bypass pump fueled up

Installed rebuilt pump motors at Old Mill Road and Mountain View Drive

Checked manholes for overflows during all the rain

Knocked down beaver dam behind Old Mill Road pump station

Waste Water Plant

Treated 21,113,000 gallons of domestic wastewater

MOR's and DMR's reported to TDEC and the EPA

Cleaned up downed tree

Street Aid Fund Budget Balance Sheet

	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	
	Budgeted	July Actual	Aug Actual	Sept Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Actuals	
Total Revenue	\$58,618	\$ -	\$ (5,025)	\$ 5,025	\$ 10,103	\$ 5,039	\$ 4,764	\$ 4,850	\$ 24,755	42%

Expenses

	\$ 57,578	\$ 3,788	\$ 161	\$ 3,972	\$ 5,184	\$ 3,858	\$ 4,104	\$ 12,905	\$ 33,971	59%
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Balance 1,040 (3,788) (5,186) 1,053 4,919 1,181 660 (8,055) (9,216)

Beginning Fund Balance \$ 41,011 \$ 41,011 \$ 38,263 33,077 34,130 39,049 40,230 40,890 32,835

Ending Fund Balance \$ 42,051 38,263 33,077 34,130 39,049 40,230 40,890 32,835 23,619

Drug Fund

	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	
	Budgeted	July Actual	Aug Actual	Sept Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Actuals	
Total Revenue	\$ -	\$ 70	\$ 528	\$ 1,069	\$ 109	\$ 52	\$ 12	\$ 12	\$ 1,852	-

Expenses

	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 350	-
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Balance \$ - \$ 70 \$ 528 \$ 1,069 \$ (241) \$ 52 \$ 12 \$ 12 \$ 1,502

Beginning Fund Balance \$ 7,668 \$ 7,668 \$ 10,992 \$ 11,521 \$ 12,590 \$ 12,349 \$ 12,401 \$ 12,401 \$ 12,413 \$ 12,424

Ending Fund Balance \$ 10,922 \$ 10,992 \$ 11,521 \$ 12,590 \$ 12,349 \$ 12,401 \$ 12,413 \$ 12,424 \$ 13,927

General Fund Budget Balance Sheet

	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	
	Budgeted	July Actual	Aug Actual	Sept Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Actuals	
Revenue	\$ 2,207,627	\$ 193,988	\$ (6,613)	\$ 144,913	\$ 242,497	\$ 136,424	\$ 259,042	\$ 178,042	\$ 1,148,294	52%
Expenses										
General Government	\$ 562,302	\$ 54,930	\$ 21,485	\$ 37,121	\$ 15,090	\$ 25,809	\$ 31,806	\$ 102,234	\$ 288,475	51%
Police	\$ 702,316	\$ 51,388	\$ 68,616	\$ 56,281	\$ 41,490	\$ 64,093	\$ 48,619	\$ 70,217	\$ 400,704	57%
Fire	\$ 345,518	\$ 29,793	\$ 37,612	\$ 29,195	\$ 23,786	\$ 44,929	\$ 32,227	\$ 44,730	\$ 242,272	70%
Public Works	\$ 291,268	\$ 19,356	\$ 26,748	\$ 26,018	\$ 10,437	\$ 18,258	\$ 18,153	\$ 28,068	\$ 147,038	50%
Recreation	\$ 161,861	\$ 10,205	\$ 10,952	\$ 7,130	\$ 6,570	\$ 20,173	\$ 3,243	\$ 14,725	\$ 72,998	45%
Library	\$ 18,415	\$ 4,416	\$ -	\$ -	\$ 4,416	\$ -	\$ 4,416	\$ -	\$ 13,249	72%
Tourism	\$ 25,000	\$ 23,469	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,476	94%
OASI	\$ 72,000	\$ 5,341	\$ 8,203	\$ 5,275	\$ 5,443	\$ 5,289	\$ 6,178	\$ 8,850	\$ 44,580	62%
Total Expenses	\$ 2,178,680	198,898	173,622	161,020	107,232	178,552	144,643	268,825	1,232,792	57%
Balance	28,947	(4,910)	(180,235)	(16,107)	135,266	(42,128)	114,399	(90,783)	(84,498)	
Beginnig Fund Balance	\$ 997,082	\$ 997,082	\$ 1,299,274	1,119,039	1,102,932	1,238,197	1,196,069	1,310,469	1,219,686	
Ending Fund Balance	\$ 1,304,184	1,299,274	1,119,039	1,102,932	1,238,197	1,196,069	1,310,469	1,219,686	1,135,188	
Capital Outlay	75,000						2,737		2737	4%

Water Fund Budget Balance Sheet

	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	
	Budgeted	July Actual	Aug Actual	Sept Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Actuals	
Revenue										
Water Billing	621,971.00	55,689.95	46,582.24	55,845.14	57,515.52	53,017.03	53,910.76	54,310.07	376,870.71	61%
Sewer Billing	791,406.00	55,999.36	90,523.92	58,924.48	98,339.10	58,608.79	80,435.38	69,698.65	512,529.68	65%
Grants	5,449,280.00	-	92,992.40	36,402.98	309,811.35	571,603.74	322,532.90	178,107.64	1,511,451.01	28%
Total Revenue	1,473,627.00	111,689.31	137,106.16	114,769.62	155,854.62	111,625.82	134,346.14	124,008.72	889,400.39	60%
Expenses										
Transmission & Distribution	293,891.00	12,952.40	23,350.22	41,064.91	16,269.00	17,465.98	22,746.03	29,362.57	163,211.11	56%
Sewer Collections	10,000.00	-	-	4,895.00	-	-	2,400.50	500.00	7,795.50	78%
Sewer Treatment	269,685.00	20,074.39	23,914.98	46,879.82	21,858.70	27,159.05	43,881.40	32,524.53	216,292.87	80%
Admin & General	291,268.00	44,323.05	18,987.36	16,673.10	14,669.16	18,704.30	34,309.00	67,944.27	215,610.24	74%
Water Purchased	180,000.00	-	14,016.30	13,811.10	12,598.50	11,745.45	14,060.40	14,259.15	80,490.90	45%
Sewer Project	5,449,280.00	-	-	362,074.75	43,368.75	687,060.03	914,691.20	107,502.40	2,114,697.13	39%
Total Expenses	1,044,844.00	77,349.84	80,268.86	123,323.93	65,395.36	75,074.78	117,397.33	144,590.52	683,400.62	65%
Balance	428,783.00	34,339.47	56,837.30	(8,554.31)	90,459.26	36,551.04	16,948.81	(20,581.80)	205,999.77	
Depreciation	321,672.00									
Nonoperating Revenue	179,111.00	7,928.05	6,560.76	9,081.86	7,838.48	9,080.97	6,035.24	5,994.93	52,520.29	29%
Beginnig Fund Balance	5,672,937.00	5,672,937.00	5,829,155.47	5,885,992.77	5,877,438.46	5,967,897.72	6,004,448.76	6,021,397.57	6,000,815.77	
Ending Fund Balance	5,794,816.00	5,829,155.47	5,885,992.77	5,877,438.46	5,967,897.72	6,004,448.76	6,021,397.57	6,000,815.77	6,206,815.54	
Capital Outlay	75,000.00						2,737.00		2,737.00	4%

ORDINANCE NO. 2025-600

**AN ORDINANCE TO UPDATE TITLE 13 OF THE CITY OF ROCKY TOP'S MUNICIPAL CODE
ADOPTING THE SLUM CLEARANCE AND REDEVELOPMENT ACT**

BE IT ENACTED by the City Council of the City of Rocky Top; and

WHEREAS, the Board of Mayor and City Council of the City of Rocky Top deem it necessary to update Title 13 of the municipal code; and

WHEREAS, T.C.A. § 13-21-313 authorizes municipalities to regulate structures unfit for human occupation;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND CITY COUNCIL OF THE CITY OF ROCKY TOP, TENNESSEE, THAT:

Section 1. We hereby adopt Title 13, Chapter 3 of the municipal code in its entirety and any ordinances amending Title 13, Chapter 3 and replace it with the following:

CHAPTER 3

SLUM CLEARANCE¹

SECTION

13-301. Findings of board.

13-302. Definitions.

13-303. "Public officer" designated; powers.

13-304. Initiation of proceedings; hearings.

13-305. Orders to owners of unfit structures.

13-306. When public officer may repair, etc.

13-307. When public officer may remove or demolish.

13-308. Lin for expenses; sale of salvage materials; other powers not limited.

13-309. Basis for a finding of unfitness.

13-310. Service of complaints or orders.

13-311. Enjoining enforcement of orders.

13-312. Additional powers of public officer.

13-313. Powers conferred are supplemental.

13-314. Structures unfit for human habitation deemed unlawful.

13-301. Findings of board. Pursuant to *Tennessee Code Annotated*, § 13-21-101, *et seq.*, the board of Mayor and City Council finds that there exists in the city structures which are unfit for human occupation due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety and morals, or otherwise inimical to the welfare of the residents of the city.

13-302. Definitions.

Dwelling means any building or structure, or part thereof, used and occupied for human occupation or use or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

Governing body shall mean the board of Mayor and City Council charged with governing the city.

Municipality shall mean the City of Rocky Top, Tennessee, and the areas encompassed within existing city limits or as hereafter annexed.

Owner shall mean the holder of title in fee simple and every mortgagee of record.

¹State law reference

Tennessee Code Annotated, Title 13, Chapter 21.

Parties in interest shall mean all individuals, associations, corporations and others who have interests of record in a dwelling and any who are in possession thereof.

Place of public accommodation means any building or structure in which goods are supplied or services performed, or in which the trade of the general public is solicited.

Public authority shall mean any housing authority or any officer who is in charge of any department or branch of the government of the city or state relating to health, fire, building regulations, or other activities concerning structures in the city.

Public officer means any officer or officers of a municipality or the executive director or other chief executive officer of any commission or authority established by such municipality or jointly with any other municipality who is authorized by this chapter to exercise the power prescribed herein and pursuant to *Tennessee Code Annotated*, § 13-21-101, *et seq.*

Structure means any dwelling or place of public accommodation or vacant building or structure suitable as a dwelling or place of public accommodation.

13-303. "Public officer" designated: powers. There is hereby designated and appointed a "public officer," to be the **Building Inspector** of the city, to exercise the powers prescribed by this chapter, which powers shall be supplemental to all others held by the Building Inspector.

13-304. Initiation of proceedings; hearings. Whenever a petition is filed with the public officer by a public authority or by at least five (5) property owners of the city charging that any structure is unfit for human occupancy or use, or whenever it appears to the public officer (on his own motion) that any structure is unfit for human occupation or use, the public officer shall, if his/her preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of, and parties in interest of, such structure a complaint stating the charges in that respect and containing a notice that a hearing will be held before the public officer (or his/her designated agent) at a place therein fixed, not less than ten (10) days nor more than thirty (30) days after the service of the complaint; and the owner and parties in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the time and place fixed in the complaint; and the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer.

13-305. Orders to owners of unfit structures. If, after such notice and hearing as provided for in the preceding section, the public officer determines that the structure under consideration is unfit for human occupation or use, he/her shall state in writing his/her finding of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

- (1) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure (not exceeding fifty percent (50%) of the reasonable value), requiring the owner, within the time specified in the order, to repair, alter, or improve such structure to render it fit for human occupation or use or to vacate and close the structure for human occupation or use; or
- (2) If the repair, alteration or improvement of said structure cannot be made at a reasonable cost in relation to the value of the structure (not to exceed fifty percent (50%) of the value of the premises), requiring the owner within the time specified in the order, to remove or demolish such structure.

13-306. When public officer may repair, etc. If the owner fails to comply with the order to repair, alter, or improve or to vacate and close the structure as specified in the preceding section hereof, the public officer may cause such structure to be repaired, altered, or improved, or to be vacated and closed; and the public officer may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation of this building for human occupation or use is

prohibited and unlawful."

13-307. When public officer may remove or demolish. If the owner fails to comply with an order, as specified above, to remove or demolish the structure, the public officer may cause such structure to be removed and demolished.

13-308. Lien for expenses; sale of salvaged materials; other powers not limited. The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the public officer, as well as reasonable fees for registration, inspections and professional evaluations of the property, shall be assessed against the owner of the property, and shall, upon the certification of the sum owed being presented to the municipal tax collector, be a lien on the property in favor of the municipality, second only to liens of the state, county and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right, or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the municipal tax collector or county trustee at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes as set forth in *Tennessee Code Annotated*, § 67-5-2010 and § 67-5-2410. In addition, the municipality may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The municipality may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom said costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties. If the structure is removed or demolished by the public officer, the public officer shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the chancery court of County by the public officer, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court. Nothing in this section shall be construed to impair or limit in any way the power of the City of Rocky Top to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise.

13-309. Basis for a finding of unfitness. The public officer defined herein shall have the power and may determine that a structure is unfit for human occupation and use if he/she finds that conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants or users of such structure, the occupants or users of neighboring structures or other residents of the City of Rocky Top. Such conditions may include the following (without limiting the generality of the foregoing): defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanness.

13-310. Service of complaints or orders. Complaints or orders issued by the public officer pursuant to this chapter shall be served upon persons, either personally or by registered mail, but if the whereabouts of such persons are unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once each week for two (2) consecutive weeks in a newspaper printed and published in the city, or , in the absence of such newspaper, one (1) printed and published in the county and circulating in the city. In addition, a copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order. A copy of such complaint or order shall also be filed for record in the Register's Office of Anderson or Campbell County, Tennessee, and such filing shall have the same force and effect as other Lis pendens notices provided by law.

13-311. Enjoining enforcement of orders. Any person affected by an order issued by the public officer served pursuant to this chapter may file a bill in chancery court for an injunction restraining

the public officer from carrying out the provisions of the order, and the court may, upon the filing of such suit, issue a temporary injunction restraining the public officer pending the final disposition of the cause; provided, however, that within sixty (60) days after the posting and service of the order of the public officer, such person shall file such bill in the court.

The remedy provided herein shall be the exclusive remedy and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the public officer, or because of noncompliance by such person with any order of the public officer.

13-312. Additional powers of public officer. The public officer, in order to carry out and effectuate the purposes and provisions of this chapter, shall have the following powers in addition to those otherwise granted herein:

- (1) To investigate conditions of the structures in the city in order to determine which structures therein are unfit for human occupation or use;
- (2) To administer oaths, affirmations, examine witnesses and receive evidence;
- (3) To enter upon premises for the purpose of making examination, provided that such entry shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and fix the duties of such officers, agents and employees as he/she deems necessary to carry out the purposes of this chapter; and
- (5) To delegate any of his/her functions and powers under this chapter to such officers and agents as he/she may designate.

13-313. Powers conferred are supplemental. This chapter shall not be construed to abrogate or impair the powers of the city with regard to the enforcement of the provisions of its charter or any other ordinances or regulations, nor to prevent or punish violations thereof, and the powers conferred by this chapter shall be in addition and supplemental to the powers conferred by the charter and other laws.

13-314. Structures unfit for human habitation deemed unlawful. It shall be unlawful for any owner of record to create, maintain or permit to be maintained in the city structures which are unfit for human occupation due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety and morals, or otherwise inimical to the welfare of the residents of the city.

Violations of this section shall subject the offender to a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense.

Section 2. This ordinance shall become effective on the date of its final passage, the public welfare of the city requiring it.

Passed First Reading: _____

Passed Second Reading: _____

Public Hearing: _____

APPROVED: _____
Mayor

City Recorder

Certified to the Rocky Top Board of Commissioners this _____ day of _____ with approval recommended by the Rocky Top Municipal Planning Commission.

Chairman

Secretary

Ordinance No. 2025-601

**AN ORDINANCE TO AMEND THE ROCKY TOP
MUNICIPAL CODE TITLE 2 – BOARDS AND COMMITTEES, ETC., CHAPTER 1
PARK AND RECREATION COMMITTEE**

WHEREAS, the City of Rocky Top Tennessee amended the Rocky Top Municipal Code Title 2 – Boards and Committees, etc. on February 20, 2025; and

WHEREAS, Ordinance 556 established the new parks and recreation committee; and

WHEREAS, some ordinance and codes need to be updated from time to time; and

BE IT ENACTED by the City Council of the City of Rocky Top, Tennessee that:

Section 1: The Rocky Top Municipal Code be amended by deleting Title 2 Boards and Committees, Etc., Chapter 1 Parks and Recreation Committee in its entirety and replacing it with the following:

TITLE 2

BOARDS AND COMMITTEES, ETC.

CHAPTER

1. PARKS AND RECREATION COMMITTEE.

CHAPTER 1

PARKS AND RECREATION COMMITTEE

SECTION

2-101. Created, purposes generally.

2-102. Composition; appointment of members; terms and eligibility for office.

2-103. Powers, duties, and responsibilities.

2-101. Created, purposes generally. There is hereby created and established a Parks and Recreation Committee for the City of Rocky Top, Tennessee, for the regulation and control of the operation and maintenance of the city's park and recreation programs and facilities.

2-102. Composition; appointment of members; terms and eligibility for office. The parks and recreation committee shall be comprised of five (5) members appointed by the Mayor and approved by City Council by a majority vote. ~~The membership of the committee shall include a residents, either city or non-city resident,~~ that has a passion and desire to see recreation grow in the City of Rocky Top.

The member appointed from the city council shall serve a two (2) year term, and should such appointee's membership on the council expire, their term upon the committee shall also expire on

the same date. Non-city council members should serve a three (3) year term. The committee initial terms will be staggered. The basis for selection of members shall be as follows:

- (1) Interest in recreational growth and recreational programs within the City of Rocky Top and Anderson County;
- (2) Availability of time to devote to the parks and recreation committee;
- (3) Willingness to accept the responsibilities and duties in connection herewith; and
- (4) Ability to perform the required duties.

2-103. Powers, duties, and responsibilities.

(1) Master plan. It shall be the duty of the parks and recreation committee to develop a comprehensive master plan that addresses all aspects of the city's parks and recreational programs, including but not limited to the acquisition and development of physical facilities with approval by the City Manager and the City Council. City Council approval shall be required prior to any acquisition of real property.

(2) Regulatory authority. The parks and recreation committee shall have the power to promulgate rules and regulations governing the use of and participation in the city's parks, recreational facilities, and recreational programs.

(3) By-laws. The parks and recreation committee is empowered to adopt by-laws relating to:

- (a) The method of selection and duties of its officers;
- (b) The regular schedule, time and place of its meetings;
- (c) Such other matters as may be deemed appropriate under this chapter.

(4) Citizen participation. The parks and recreation committee is directed to solicit the opinion of and to work closely with members of the general public, as well as other public and private organizations interested in parks and recreational activities and programs.

(5) Additional duties. The parks and recreation committee shall perform such other duties as the City Manager and City Council may from time to time require.

Section 2: This Ordinance shall take effect immediately after its passage, the welfare of the city requiring it.

Passed on first reading _____

Passed on final reading _____

Approved:

Attested:

Mayor

City Recorder

Ordinance No. 2025-598

**AN ORDINANCE TO AMEND THE ROCKY TOP
MUNICIPAL CODE TITLE 4 – MUNICIPAL PERSONNEL**

WHEREAS, the City of Rocky Top Charter allows for City Council to pass ordinances and resolutions and,

WHEREAS, Title 4 Municipal Personnel Policy was adopted in August 2022; and

THEREFORE, BE IT ENACTED by the City Council of the City of Rocky Top, Tennessee that:

Section 1: Title 4 Municipal Personnel Policy be amended in its entirety and replaced with the January 2025 Personnel Policy; and

Section 2: This Ordinance shall take effect immediately after its passage, the welfare of the city requiring it.

Passed on first reading 1/16/2025

Passed on final reading _____

Approved:

Attested:

Kerry Templin, Mayor

Amanda Daugherty, City Recorder

Rhonda Fox

From: Julie Ward <Julie.Ward@homeserveusa.com> on behalf of Julie Ward
Sent: Tuesday, February 11, 2025 9:55 AM
To: 'Rhonda Fox'
Subject: RE: ServLine Commercial Coverage
Attachments: Rocky Top ServLine by HomeServe Proposal.pdf

Rhonda,

I have attached your all's original ServLine proposal. We will honor the original commercial rate provided. I have listed the corresponding rates below that match your current residential coverages. Look everything over and let me know if there are any clarifications I may assist with. Have wonderful day!

- Limit: \$2500.00
- Occurrence: 2 adjustments per 12 months over 2 consecutive billing cycles
- Qualifier: 2x's the average billing
- Water Loss Protection Commercial: \$6.50(single occupancy) \$13.00(multiple occupancy)
- Sewer Loss Protection Commercial: \$6.50(single occupancy) \$13.00(multiple occupancy)

Respectfully,

Julie Y. Ward

Senior Operations Manager-ServLine

O: 423-680-5164

C: 423-435-7702

julie.ward@homeserveusa.com

www.servicelinepartner.com

www.servline.com

**NLC Service Line
Warranty Program**

by



From: Rhonda Fox <rfox@rockytoptn.org>
Sent: Tuesday, February 11, 2025 9:33 AM
To: Julie Ward <Julie.Ward@homeserveusa.com>
Cc: Rhonda Fox <rfox@rockytoptn.org>
Subject: FW: ServLine Commercial Coverage

Caution: This Email is from an EXTERNAL source.

Good Morning Julie . . . Hopefully you are feeling much better !

Right now we were just wanting to get some info on the commercial coverage because we weren't aware that it was available until I asked Karen.

Is the coverage & pricing the same as for Residential ? Mike would like to find out the details so he can present it to City Council.

Thank You !

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into as of this _____ day of February, 2025 (the "Effective Date"), by and between **LARRY LEFFEW (50%)**, **GARY W. FARMER (25%)**, and **JUDY KILGORE (25%)** ("Sellers"), and **THE CITY OF ROCKY TOP, TENNESSEE**, a Tennessee municipality with its principal office located at 195 Main Street, Rocky Top, Tennessee 37769, or assigns ("Buyer") (Sellers and Buyer may be referred to herein as a "Party" or, collectively, the "Parties").

WHEREAS, the Sellers desire to sell the Property (defined below) to Buyer; and

WHEREAS, Buyer desires to purchase the Property from the Sellers upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including payment of the purchase price and conveyance of the premises as described herein, the parties hereby agree as follows:

1. **SALE AND PURCHASE OF PROPERTY**. Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase and accept from Sellers, that certain parcel of improved real estate located in Anderson County, Tennessee, denoted in the Anderson County Property Assessor's Office as Parcel No. 018D D 007.00 (being approximately 0.92 acres), as further described on **Exhibit A** attached hereto and incorporated herein by this reference, bearing the street address of 225 Main Street, Rocky Top, Tennessee 37769, together with all tenements, hereditaments, easements, appurtenances, passages, water rights, utilities access and any other rights, liberties and privileges in any way pertaining to any of the foregoing, including all rights of Sellers to any land lying in the bed of the streets or public ways adjacent to the property and all rights of Sellers under any easement (collectively, the "Property").
2. **PURCHASE PRICE**. Buyer agrees to the following as consideration for Sellers' conveyance of the Property as contemplated herein: One Hundred Twenty-Five Thousand (\$125,000.00) Dollars (the "Purchase Price") to be paid at Closing.

3. CLOSING/CONVEYANCE/TITLE. Subject to the satisfaction of the contingencies set forth herein, the closing of the sale and purchase of the Property ("Closing") shall take place within sixty (60) days after the Effective Date hereof. Buyer's title company will conduct the Closing at its offices. At Closing, Sellers shall deliver possession of the Property to Buyer and convey good title to the Property to Buyer in the form of a general warranty deed subject only to the Permitted Encumbrances (defined below). At Closing, Sellers and Buyer shall also execute all documents required by title company to issue its title insurance policy in favor of Buyer subject only to the Permitted Encumbrances, including:
- (a) A sworn affidavit stating, under penalty of perjury, that Sellers are not a "foreign person" as defined in the Internal Revenue Code or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Internal Revenue Code;
 - (b) A bill of sale in a commercially reasonable form, covering all fixtures and personal property being sold herein free and clear of all claims, liens and encumbrances whatsoever;
 - (c) An assignment agreement assigning to Buyer all of Sellers' right, title and interest in and to any tenant leases, personal property and intangible property, as applicable;
 - (d) An assignment of any warranties affecting the Property;
 - (e) A vendor's affidavit or other owner's affidavit or certificate as customarily required by the title company to be executed by Sellers as a condition to the issuance of the title policy;
 - (f) A closing statement for the transaction;
 - (g) Evidence reasonably satisfactory to Buyer and the title company respecting the due authorization and execution by Sellers of this Agreement and the documents required to be delivered hereunder; and
 - (h) Such other documents or instruments that are reasonably necessary to consummate the Closing.

4. COSTS AT CLOSING. Seller shall pay for the cancellation of any liens or other monetary encumbrances against the Property. Buyer shall pay for the costs associated with preparation of the deed, all recording costs, title insurance premiums, and the closing fee charged by title company. Buyer shall be solely responsible for all county and city real estate taxes currently due and owing on the Property, and Seller shall be released therefrom. Each Party shall bear its own legal fees and other expenses associated with this Agreement.
5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLERS. Sellers hereby make the following representations, warranties and covenants to Buyer, which representations, warranties and covenants shall be deemed continuing in nature and shall survive the Closing and conveyance of the Property to Buyer at Closing:
- (a) Sellers have full power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement does not conflict with any provision of any contract, agreement or commitment to which Sellers are a party or to which the Property is bound.
- (b) Sellers have received no notice of pending or threatened condemnation or similar proceedings of any nature whatsoever affecting the Property or any portion thereof. To the best of Sellers' knowledge, there is no such proceeding pending or contemplated.
- (c) Sellers have received no notice from any governmental unit or agency indicating that the Property or any portion thereof or any operation conducted therein or thereon, is in violation of any statute, code, ordinance, or regulation, and, to the best knowledge of Sellers, no such violation exists.
- (d) Neither Sellers nor any other third party has ever caused or permitted any "hazardous material" (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof has ever been used as a dump or storage site (whether permanent or temporary), for any hazardous material. As used herein, "hazardous material" means and includes any hazardous, toxic or dangerous waste, substance or material, defined as such in, or for purposes of, the Comprehensive Environmental Response, Compensation

and Liability Act (42 U.S.C. § 9601 et seq., as amended) or any other "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any substance or material, as presently in affect. The Property does not contain any underground storage tanks for fuel or other substances.

(e) There is no action, suit, litigation, or proceeding of any nature pending or threatened against or affecting the Property, or any portion thereof, or which could result in the obtaining of a lien or other interest in the Property by any third-party, in any court or before any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(f) Sellers will convey the Property free and clear of any and all liens, encumbrances, stipulations, and restrictions, except those non-monetary encumbrances which are disclosed in the title company's title commitment which are acceptable to Buyer, and shall deliver possession of the Property to Buyer and convey good title to Buyer subject only to the Permitted Encumbrances (defined below).

(g) There are no (nor at Closing will there be any) contract(s), option(s), lease(s), lease option(s), right(s) of first refusal or other rights which give any person other than Buyer the right to acquire, lease or otherwise occupy any portion of the Property at any time after Closing.

(h) All of Sellers' representations and warranties shall be and remain true and correct on the date of Closing. Seller shall be deemed to have reaffirmed all representations and warranties as of the date of Closing.

(i) Sellers shall secure approvals from any third parties in connection with any restrictive covenants affecting the Property as deemed reasonably necessary by Buyer for its intended use of the Property.

6. **TITLE**. Prior to Closing, Buyer will order and diligently pursue at its cost and expense from a title company of its choice, a title insurance commitment in the amount of the Purchase Price. The title commitment shall disclose the state of the title to the Property. The Title Commitment shall

contain no exceptions, other than the following (collectively "Permitted Encumbrances"): (i) reservations, restrictions, and easements of record; (ii) applicable zoning regulations and ordinances; (iii) real property taxes and assessments for the past and current year; and (iv) any statement or fact an accurate survey may show. No later than fifteen (15) days before Closing, Buyer may provide a written notification to Sellers as to any matters reflected in the Title Commitment to which Buyer has an objection. If Buyer duly objects to the status of the title, Sellers shall have fifteen (15) days after such objection to clear and resolve such objection; provided, however, Sellers shall have the right to remove at Closing any liens, mortgages and other encumbrances which can be satisfied by the payment of money. If Sellers fail or refuse to cure any title objection within the allotted time, Buyer may, at its option, (i) terminate this Agreement; or, (ii) take title subject to such title objection without an abatement in the Purchase Price other than a deduction for payment of any liens, mortgages or similar encumbrances at Closing.

7. **RISK OF LOSS AND CONDEMNATION.** All risk of loss of or to the Property in whole or in part shall remain with the Sellers until transfer of legal title to Buyer at Closing. Sellers hereby covenant to maintain the Property in the same condition as on the Effective Date hereof, normal wear and tear excepted. If, before Closing, any condemnation proceeding is or has been commenced with respect to the Property, in whole or in part, or any casualty results in damage to the Property or improvements thereon, Buyer shall have the option of either (a) terminating this Agreement or (b) completing the purchase contemplated herein. In the event Buyer elects to terminate the Agreement, all Parties shall be relieved from any further liability hereunder. If Buyer elects to complete this transaction, there shall be no reduction in the Purchase Price and Buyer shall be entitled, in the case of fire or other casualty, to receive from the Sellers' insurance carrier all insurance proceeds or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. Buyer shall be required to pay or absorb any "deductible" in the event Buyer receives the insurance proceeds. Sellers shall execute and deliver to Buyer at the Closing all proper instruments for the assignment and collection of any such proceeds and awards.
8. **SURVEY AND ENVIRONMENTAL.** Promptly following the Effective Date, Buyer may, at its expense, order an ALTA survey showing

the Property and all improvements, which shall be certified to Buyer and the title company, and prepared by a surveyor registered with the State of Tennessee. Promptly following the Effective Date, Buyer may, at its expense, order a Phase I Environmental Assessment, which report shall be prepared by a licensed environmental engineer reasonably acceptable to Buyer and which report shall be certified to the Buyer. Sellers shall permit Buyer and its agents the right to test and inspect the Property and Sellers shall make the Property available for such inspection and surveying upon Buyer's request.

9. **BROKER, COMMISSION, AND RESPONSIBILITY**. Sellers and Buyer each warrant to the other that they have engaged no brokers in this transaction. Sellers indemnify and hold the Buyer harmless from any liability (including costs and attorney's fees incurred in the defense thereof) resulting from claims by any other agent or broker claiming by or through Sellers.
10. **BUYER'S RIGHT OF TERMINATION**. Buyer may unilaterally terminate this Agreement at any time prior to the Closing of the transaction contemplated herein. Buyer's right to terminate this Agreement under this Section 10 is unilateral and may be for any or no reason, with or without cause, exercised by Buyer's providing written notice to Sellers, after which Buyer and Sellers will owe no further obligations to one another.
11. **SURVEY & INFORMATION**. Sellers shall, within five (5) days of the Effective Date, deliver to Buyer copies of any surveys, title insurance commitments/policies, environmental reports, inspection reports and other documents and information in Sellers' possession (or reasonably available to Sellers) which relate to the Property.
12. **NO ASSIGNMENT**. Neither Party shall assign this Agreement to any other person, company, partnership, corporation, or other party without the prior written consent of the other Party. Any purported assignment of this Agreement made by any Party without the prior written consent of all other Parties shall be null and void.
13. **CONDITIONS TO CLOSING**. Buyer's obligation to proceed to Closing under this Agreement is subject to the following conditions precedent:

(a) Sellers shall have performed and satisfied each and all of Sellers' obligations under this Agreement;

(b) Possession of the Property shall be delivered to Buyer free and clear of all tenancies and other occupancies except for Buyer;

(c) Sellers shall deliver to title company and Buyer on or before the Closing the items set forth in Section 3 to be delivered by Sellers;

(d) Each and all of Sellers' representations and warranties set forth in this Agreement shall be true and correct in all material respects at the Closing; and

(e) Title company's issuance of the title policy in an insured amount at least equal to the Purchase Price effective no earlier than the Closing date and insuring Buyer's title to the Property, with extended coverage over the general exceptions, subject only to the Permitted Encumbrances.

14. **DEFAULT**. If the sale and purchase of the Property is not closed because of refusal or default of the Sellers to proceed therewith, Buyer may seek to enforce specific performance of the Sellers' obligations hereunder in addition to any other available remedies, including those for money damages.

15. **NOTICE**. All notices and communications to be made with respect to this Agreement shall be in writing and shall be effective only when delivered by (i) hand, (ii) prepaid certified United States mail, return receipt requested, (iii) overnight delivery service providing proof of delivery, or (iv) electronic mail addressed as follows:

If to the Buyer: City of Rocky Top
 195 Main Street
 Rocky Top, Tennessee 37769
 E-mail: mellis@rockytoptn.org

with copy to: Owings, Wilson & Coleman
 900 S. Gay Street, Suite 800
 Knoxville, TN 37902
 E-mail: jeowings@owclaw.com

If to the Sellers: Gary W. Farmer
 Gary Farmer Agency

243 S. Peters Road
Knoxville, Tennessee 37923
E-mail: gfarmer@farmersagent.com

Any notice or communication sent as provided herein shall be deemed given or delivered: (i) upon receipt if personally delivered, (ii) if sent by prepaid certified United States mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt, (iii) upon delivery by an overnight delivery service, or (iv) upon transmission if sent by electronic mail, provided, however, that the Party sending notice by electronic mail shall include language in the subject line designed to alert the recipient that a document is being sent pursuant to this subsection 15(iv), and further provided that if a Party who transmits notice by electronic mail is notified that it was not received by the recipient, the Party sending said notice must promptly furnish a copy of the document to the Party who did not receive it. If delivery by mail is refused or cannot be made, the notice date shall be the date of attempted delivery as evidenced by the appropriate notations made by the Postal Service. Either Party may change its address or electronic mail address for notice by providing a written notice of such change in the manner set forth above at least ten (10) days prior to such change.

16. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Tennessee. The parties agree that any action arising out of or relating to this Agreement shall be resolved by the Circuit or Chancery Courts for Anderson County, Tennessee.
17. **ENFORCEMENT COSTS**. To the extent Buyer is required to enforce the terms of this Agreement as the result of the Sellers' failure to fulfill their obligations under the terms of this Agreement, the Sellers shall pay all expenses and costs incurred by the Buyer should Buyer attempt to enforce the terms of this Agreement, including, but not limited to, reasonable attorneys' fees and expenses.
18. **MISCELLANEOUS**. This Agreement, together with the Exhibits attached hereto, constitutes the entire contract between the parties and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. The

provisions of this Agreement shall survive Closing. This Agreement shall be binding upon and inure to the benefit of the parties herein, their respective heirs, successors and assigns (to the extent assignment is permitted herein). The waiver of any breach of any term or condition herein shall not be deemed a waiver of any other subsequent breach, whether of like or of a different nature. The captions contained herein are not part of this Agreement, are only for the convenience of the parties and do not modify, amplify or give full notice of any of the terms, covenants and conditions of any paragraph, article, clause or provision of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remainder of this Agreement. Time is of the essence in this Agreement. Buyer may assign its rights hereunder by giving written notice of such assignment to Sellers. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate.

IN WITNESS WHEREOF, the Sellers and Buyer hereto have set their hands as of the Effective Date.

BUYER:

CITY OF ROCKY TOP,
TENNESSEE

By: _____

Its: _____

SELLERS:


LARRY LEFFEW


GARY W. FARMER


JUDY KILGORE

EXHIBIT A

Legal Description

TRACT I:

BEING a parcel of land located in the First Civil District of Anderson County, Tennessee, and within the Town of Lake City, Tennessee, said parcel being designated as all of Lots 8, 9, 10 and 11 of the Hornsby Addition to Coal Creek, Tennessee, and recorded in Warranty Book C-17, page 181, being more particularly described as follows:

BEGINNING at an existing iron rod at the back of sidewalk and the Southwest intersection of right-of-way of Main Street and 2nd Street; thence along the Northerly right-of-way line of 2nd Street South 58 deg. 19 min. 15 sec. West, 119.93 feet to an existing iron rod in the Easterly line of a 12 foot wide alley; thence along said alley North 31 deg. 40 min. 00 sec. West, 224.00 feet to an iron rod set; thence leaving said alley, North 58 deg. 19 min. 15 sec. East, 119.3 feet to an existing chiseled mark at the back of sidewalk and in the Westerly right-of-way line of Main Street; thence along said right-of-way line of Main Street, South 31 deg. 40 min. 00 sec. East, 224.00 feet to the point of BEGINNING, containing 26,910 square feet or 0.61 acre, more or less.

TRACT II:

BEING a parcel of land located in the First Civil District of Anderson County, Tennessee, and within the Town of Lake City, Tennessee, said parcel being designated as all of Lots 3 and 4 of the Hornsby Addition to Coal Creek, Tennessee, and recorded in Warranty Book C-17, page 181, being more particularly described as follows:

BEGINNING at an iron rod set in Easterly right-of-way line of Railroad Street being 112.00 feet Northwest from the right-of-way intersection of Railroad Street and 2nd Street; thence along the Easterly right-of-way line of Railroad Street, North 31 deg. 40 min. 00 sec. West, 112.00 feet to an iron rod set; thence leaving said right-of-way line, North 58 deg. 19 min. 15 sec. East, 120.00 feet to an iron rod set in the Westerly line of a 12 foot wide alley; thence along the Westerly line of said alley, South 31 deg. 40 min. 00 sec. East, 112.00 feet to an iron rod set; thence leaving said alley, South 58 deg. 19 min. 15 sec. West, 120.00 feet from the point of BEGINNING, containing 13,440 square feet or 0.31 acre, more or less.