

**AGENDA**  
**RHEA COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, NOVEMBER 18<sup>TH</sup>, 2025, AT 6:00 P.M.**

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. PUBLIC COMMENTS
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - A. Consider budget amendments and appropriations.
  - B. Read into the minutes Rhea County Committee Minutes.
    - a. Rhea County Regional Planning Commission October
    - b. Rhea County Local Emergency Planning Committee October
    - c. Rhea County Medical Center Board Of Directors September
  - C. Consider Resolution Approving Agreement For Grant Administration Services In Connection With The Morgantown Community Park And Playground Project Financed Through A Three Star Grant Program. -Tourism Director
  - D. Consider Resolution Approving And Accepting The \$105,521.00 Non-Matching Grant Between The State Of

Tennessee Department Of State, Division Of Elections And The Rhea County Election Commission. -Election Commission

- E. Consider Resolution Approving And Accepting Grant Amendment Two In The Amount Of \$73,260.00 From The State Of Tennessee Department Of Environment And Conservation To Rhea County Extending The Term To January 31, 2026. -Jim Vincent
- F. Consider Resolution Approving And Accepting Grant Amendment One In The Amount Of \$48,969.00 From The State Of Tennessee Department Of Environment And Conservation TO Rhea County Extending The Term To January 31, 2026. -Jim Vincent
- G. Consider Resolution Approving And Accepting Funding In The Amount Of \$19,869.00 For Rhea County Archives For The Foundations Of History: Preserving Rhea County's Historic Records For America's 250<sup>th</sup> Project From The State Of Tennessee. -Archives
- H. Consider Resolution Supporting A Project And Approving The Terms Of An Agreement Between The Industrial Development Board Of The City Of Dayton, Tennessee And LZB Manufacturing, INC. Involving Payments In Lieu Of Ad Valorem Taxes Related To The Lease Of Certain Real Property In The County. -Jim Vincent
- I. Consider Resolution Directing Unrestricted Opioid Settlement Funds To Local Food Distribution Centers To Reduce Food Insecurities. -Opioid Committee
- J. Consider Resolution Amending And Adopting The Rhea County, Tennessee Regional Zoning Resolution Regulating Development Within The Jurisdiction Of Rhea County, Tennessee, To Minimize Danger To Life And Property Due To Flooding, And Maintain Eligibility For Participation In The National Flood Insurance Program. -Building Inspector
- K. Consider all matters concerning Old Washington Convenience Center Locations. -Leo Stephens

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

**RHEA COUNTY REGIONAL PLANNING COMMISSION  
REGULAR CALLED MEETING**

**Tuesday, October 28, 2025 5:30 P.M.**

**Rhea County Courthouse Annex – 375 Church Street, 2<sup>nd</sup> Floor Commission Room**

**A. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

*Jim Reed, Teresa Congiolo, Jeff McDaniel, Rick Wilkey, Shane Clark*

**B. READING AND APPROVAL OF MINUTES – Tuesday, September 23, 2025**

*Accepted as presented. Motion by Jeff McDaniel, seconded by Rick Wilkey. 5-0*

**C. NEW BUSINESS**

1. John Kreyling 2-Lot S/D on Private Easement – Final Plat (TA Surveys)

*Approved as presented. Motion by Shane Clark, seconded by Rick Wilkey. 5-0*

2. Charles Conley 2-Lot S/D – Final Plat (Terrain Surveying)

*Refer to staff for all signatures. Motion by Shane Clark, seconded by Rick Wilkey. 5-0*

3. Deborah Gravett 2-Lot S/D w/Lot Line Adjustment – Final Plat (Nicholas Barnes Surveying)

*Accepted as corrected, to include the Lots 2 and 3 in existing septic system. Motion by Rick Wilkey, seconded by Jeff McDaniel. 5-0*

4. David Shinn 1-Lot S/D – Final Plat (Kale Belk Surveying)

*Table until next month. Motion by Shane Clark, seconded by Jeff McDaniel. 5-0*

5. Mike Sneed, Phase 1, 2-Lot S/D – Final Plat (Dock Smith Surveying)

*Refer to staff for signature of water department. Motion by Jeff McDaniel. Seconded by Rick Wilkey. 5-0*

6. Mike Sneed, Phase 2, 2-Lot S/D - Final Plat (Dock Smith Surveying)

*Refer to staff for signatures, with a variance for existing mobile home. Motion by Jeff McDaniel, seconded by Shane Clark. 5-0*

7. Roger Johnson 2-Lot S/D – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Jeff McDaniel, seconded by Shane Clark. 5-0*

8. Jarel Harmon 2 Existing Lots – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Shane Clark, seconded by Rick Wilkey. 5-0*

9. Camp Hill Phase 1 32-Lot S/D on Private Road – Final Plat (ASA Engineering)

*Approved as presented. Motion by Shane Clark, seconded by Jeff McDaniel. 5-0*

10. Carrie Maddux 1-Lot Court Ordered S/D – Final Plat (Kale Belk Surveying)

*Approved as presented, by court order. Motion by Rick Wilkey seconded by Jeff McDaniel. 5-0*  
(COURT ORDER ATTACHMENT)

11. Any Properly Presented New Business

**D. OLD BUSINESS**

1. EHS Developers/Small Pine 3-Lot S/D (Earl Broady Rd) – Final Plat (Dock Smith Surveying)  
*Deny for lack of representation. Motion by Jeff McDaniel, seconded by Rick Wilkey. 5-0*
2. Any Properly Presented Old Business

**E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION**

**F. ADJOURNMENT**

*Motion by Shane Clark, seconded by Rick Wilkey. 5-0*

NEXT REGULAR SCHEDULED MEETING: Tuesday, November 25, 2025, at 5:30pm  
Plats will be due by 12:00 noon on Tuesday, November 11, 2025

# Local Emergency Planning Committee (LEPC) Meeting Minutes

**Date:** October 29, 2025 **Time:** 10:00 AM **Location:** Rhea County Justice Center

**Attendees:** Daryle Cochran, Jennifer Jewell, Jason Smith, Jeramie Hoff, Jason Waller, Matthew Hoskins, Erik Mullins, Ken Torter, Garrett Bull, Bobby Elswick, Tony Norman, Gary Roberts, Darren Bakkestuen, Russ Ossmann, Matt Kaylor, Brad Harrison, Karson Dye, Kyle Argo, Kenny Riley, Karson Dye, John Argo

## 1. Call to Order

The meeting was called to order at 10:00 AM.

## 2. Agenda for meeting to develop and adopt LEPC bylaws.

## 3. Committee Structure & Membership

- Matt presented and reviewed the potential LEPC bylaws section at a time for discussion.
- Russ Ossmann and Jason Smith (LZB) suggested adding a section for controlling social media and two sets of eyes for approval before posting.
- Darren Bakkestuen (Nokian) asked that we define “active member as any business unit with representation at 50% of the meetings in a rolling 12-month period. Also, suggested that we elect a new officer for any vacant seat no later than the next scheduled meeting.
- Bylaws were voted on with all votes approving the proposed bylaws and no objections.
- Brad Harrison informed the LEPC that Kim Iley is no longer the FEMA representative, and that Josh Sanchez is the new representative.
- Russ Ossmann will look into training opportunities for the LEPC on emergency response through FEMA.

## 5. New Business & Action Items

- Elect a Vice-Chairperson at the 12/3/2025 meeting.
- Brad Harrison will reach out to all area police and fire and encourage attendance at LEPC meetings.

## 6. Future Meetings

The committee confirmed the meeting schedule for the remainder of the year:

- **November 2025:** No meeting scheduled.
- **December 3, 2025**

## 7. Adjournment

With no further business to discuss, the meeting was adjourned.

**RHEA MEDICAL CENTER  
BOARD OF DIRECTORS' MEETING  
MINUTES**

**TIME**           The Rhea Medical Center Board of Directors met in a regular meeting  
**AND**            on Monday, September 15, 2025, at 5:00 p.m. in the boardroom  
**PLACE**          of the Medical Center

**MEMBERS**

**PRESENT**     Billy Thedford, Chair  
                  Lebron Purser, Vice Chair  
                  Jeff McDaniel  
                  Bill Hollin  
                  Shane Clark  
                  Jim Reed

**MEMBERS**

**ABSENT**     Leo Stephens

**OTHERS**

**PRESENT**     Hoss Whitt, CEO (via TEAMS)  
                  Harv Sanders, CFO  
                  Samantha Bryant, CNO  
                  Brandi Lytle, RN, Quality Director  
                  Sam Brown, Ovation Health (via TEAMS)  
                  Carol Ann Barron, Attorney  
                  Teresa Roberts, Recording Secretary

**BUSINESS**

**I.     WELCOME AND INTRODUCTION**

Chairman Billy Thedford welcomed Board members and guests to the September 15, 2025, regular meeting of the Board of Directors.

**II.    CALL TO ORDER**

The meeting was called to order at 5:00 p.m.

**III.   REVIEW OF MISSION, VISION, VALUES**

Chairman Thedford deferred to board member Shane Clark to read aloud the Mission, Vision, and Values statements.

#### IV. FINANCE COMMITTEE REPORTS

- **Quality Report**

Brandi Lytle, RN presented the quality report for the month of August 2025. (Written report attached.)

- **Financial Report-Month Ending August 31, 2025 (Written report attached.)**

-Reported a net income of \$41,000 for August 2025, including income of \$101,000 from physician practices.

-Gross Patient Revenue exceeded budget by \$73,000 compared to prior year

-Inpatient Revenue decreased by \$244,000 due to lower admissions & patient days.

-Outpatient Revenue surpassed budget by \$317,000. The following areas had the highest increase over budget: Pharmacy (+\$410,000) and surgery (+\$92,000). These increases were offset by a decline in Emergency department revenue (-\$169,000) due to lower volume.

-Salaries are under budget by \$124,000. Salaries under budget due to physician practices bonuses (-\$77,000) and Dr. Rooks starting employment a month later than budgeted.

-Supplies under budget \$55,000. Surgical implant supply cost were lower than budgeted.

#### V. APPROVAL OF MINUTES

Shane Clark made a motion; seconded by Bill Hollin to approve the board meeting minutes of August 18, 2025. There was no discussion, and no one opposed. Motion passed unanimously.

#### VI. MEDICAL STAFF REPORT

##### A. MINUTES

Billy Thedford presented the Medical Executive Committee meeting minutes of August 18, 2025, due to Dr. Lackey absence, see attached.

Shane Clark motioned; Jim Reed seconded to accept the Medical Executive Committee meeting minutes of August 18, 2025 as presented. There was no discussion, and none opposed. Motion passed unanimously.

##### B. CREDENTIALING

Dr. Lackey presented the following:

###### New Appointments

- Paul W. Smith, MD
- Kristi A. Pearson, CSFA



Lebron Purser made a motion, seconded by Jeff McDaniel, to approve the new appointment to the medical staff for Dr. Philip Smith, MD, as presented. There was no further discussion and none opposed. Motion carried.

Jim Reed made a motion, seconded by Shane Clark to approve the new appointment to the medical staff for Kristi A. Pearson, CSFA as presented. There was no further discussion and none opposed. Motion carried.

Reappointments:

- Ahmad IbrahimBacha, MD
- Chelsea Massey, NP
- Rebecca Sylla, NP

Lebron Purser made a motion, seconded by Jeff McDaniel, to approve the change from provisional to regular staff. There was no further discussion, and none opposed. Motion carried.

Provisional Period Extensions

- Joseph Kidd, DO
- Paige Lamphier, NP

Jim Reed motioned; Shane Clark seconded to approve the provisional period extensions as presented. There was no discussion, and no one opposed. Motion passed unanimously.

Provisional to Regular Staff

- Roxann Quinn, CRNA

Jeff McDaniel motioned; Lebron Purser seconded to approve the re-appointment to the medical staff as presented. There was no discussion, and no one opposed. Motion carried.

Deletions- No Board action required.

There were two deletions from the medical staff for the month of August 2025. No action required.

- Benjamin Kellogg, MD
- Thomas Morgan, MD

**VII. NURSING SERVICES REPORTS**

Samantha Bryant presented the CNO report. See report attached.

Jeff McDaniel motioned to approve the CNO report seconded by Lebron Purser. There was no discussion, and none opposed. Motion passed unanimously.

## VIII. QUALITY MANAGEMENT

### Quality Report for August 2025

Shane Clark motioned to approve the Quality Report for August 2025 as presented. (see attached) Bill Hollin seconded the motion. There was no discussion, and none opposed. Motion passed unanimously.

## IX. COMMITTEE REPORTS

### A. FINANCIAL STRATEGIC PLANNING

#### Approval/August 31, 2025 Financial Statements

Lebron Purser motioned to approve the Financial Statements for the month ending August 31, 2025, as presented. Jeff McDaniel seconded the motion, there was no discussion, and none opposed. Motion passed unanimously. (Report attached.)

### B. RENOVATIONS/MAINTENANCE

No report.

### C. RECRUITMENT

No report.

### D. EDUCATION/PUBLIC RELATIONS

No report.

### E. LONG RANGE/FUTURE PLANNING

No report.

## X. ADMINISTRATOR'S REPORT

Hoss presented:

- We have performed one spine surgery to date, and we have two per week scheduled over the next three weeks.
- Jessica with 323 studios had prepared the preliminary drawings so that we can get the necessary permits and bids to complete the physical therapy building project.
- We have started the employment process with the CRNA's; however, due to the clinics going live on the new EMR November 1<sup>st</sup>, we have pushed the transition to the employed model back until January 1<sup>st</sup>.
- Samantha has been aggressively recruiting nurses. She has made some significant headway hiring 7 nurses, but we are still trying to recruit at least 4 more.
- We had a very successful Chamber Luncheon on August 28<sup>th</sup>. There were about 70 people in attendance and Dr. Hodges gave a great presentation. We have had a lot of positive feedback since the presentation.
- Rhea-diant is November 21<sup>st</sup>. Dr. Hodges will be speaking at this year's event.
- I will be in Nashville on the 18<sup>th</sup> and 19<sup>th</sup> with the THA and the Rural Hospital Committee to discuss current issues affecting rural health and the opportunities that are going to be available to us through the Big Beautiful Bill.

Shane Clark motioned to approve August 2025 Administrator's report as presented. Jeff McDaniel seconded. There was no discussion, and none opposed. Motion carried unanimously.

**XI. MISCELLANEOUS**

**Acceptance/Safety Committee Meeting Minutes of August 19, 2025**

Jeff McDaniel motioned, Jim Reed seconded to accept the meeting minutes of August 19, 2025, Safety Committee meeting as presented. There was no discussion, and none opposed. Motion passed unanimously.

**Approval /Surplus computer equipment**

Lebron Purser motioned to approve; Jeff McDaniel seconded the motion to accept the surplus list. There was no discussion and none opposed. Motion passed unanimously.

**XII. OVATION HEALTHCARE REPORT**

- Planning the consulting services for the 2026 year
- Hoss Whitt will be due for his yearly evaluation on November 16. Will keep board updated on forms to be completed.

Jim Reed motioned to accept the Ovation report Bill Hollin seconded. There was no discussion, and none opposed.

**XIII. OLD BUSINESS**

None to report.

**XIV. NEW BUSINESS**

Approval of amendment for Dr. Kessler contract. Lebron Purser made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

Approval of Health Information DynaMed invoice in the amount of \$9,662. Jeff McDaniel made a motion to accept the purchase seconded by Shane Clark there was no discussion and none opposed. Motion passed unanimously.

Approval of Anesthesia Delivery System for OR in the amount of \$29,748.23. Shane Clark made a motion to accept the purchase seconded by Bill Hollin there was no discussion and none opposed. Motion passed unanimously.

Approval of Respiratory care policy and procedure. Jeff McDaniel made a motion to approve seconded by Lebron Purser there was no discussion and none opposed. Motion passed unanimously.

Approval of Physical therapy scope of services. Lebron Purser made a motion to approve seconded by Shane Clark there was no discussion, and none opposed. Motion passed unanimously.

Approval of Med staff ongoing professional practice evaluation. Jeff McDaniel made a motion to approve seconded by Jim Reed there was no discussion, and none opposed. Motion passed unanimously.

Approval to purchase Steam generator for autoclave for OR in the amount of \$29,380.04 Lebron Purser made a motion to approve seconded by Jeff McDaniel there was discussion, and none opposed. Motion passed unanimously.

Approval of contract with Neuromonitoring Associates, LLC for spine program in the amount of \$500 per surgery. Shane Clark made a motion to approve seconded by Bill Hollin there was no discussion, and none opposed. Motion passed unanimously.

**XV. HOSPITAL COMMITTEE CHAIRMAN'S REPORT**

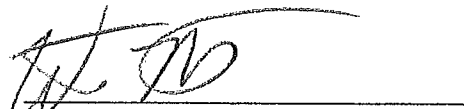
- None to report.

**XVI. ADJOURNMENT**

There being no further business to discuss, a motion was made by Lebron Purser and a second was made by Jeff McDaniel to adjourn the meeting at 5:32 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, October 20, 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.

  
Recording Secretary

  
Board Chair

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AGREEMENT FOR GRANT  
ADMINISTRATION SERVICES IN CONNECTION WITH THE MORGANTOWN  
COMMUNITY PARK AND PLAYGROUND PROJECT FINANCED THROUGH A  
THREE STAR GRANT PROGRAM**

**WHEREAS**, Rhea County desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the Morgantown Community Park and Playground Project being financed through a Three Star Grant Program from the Tennessee Department of Economic and Community Development; and

**WHEREAS**, the Three Star Grant Program does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

**WHEREAS**, the State of Tennessee has approved the Development District to administer this project; and

**WHEREAS**, the Rhea County Legislative Board believes it is in the best interest of the residents and citizens of Rhea County to enter into this Agreement for Grant Administration Services Contract; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Rhea County:

**SECTION 1:** That the Contract for Grant Administration Services in Connection with the Morgantown Community Park and Playground Project financed through a Three Star Grant Program, attached herewith as Exhibit "A," is hereby accepted and approved.

**SECTION 2:** That the Rhea County Executive is hereby authorized to execute the attached Contract.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk

SEQUATCHIE COUNTY  
2025 THREE STAR GRANT PROGRAM (REO)

**Agreement for Grant Administration Services**

THIS AGREEMENT, entered into as of October 27, 2025, by and between Rhea County, (hereinafter called the 'County') and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS the County desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with their Morgantown Community Park and Playground Project (hereinafter called "Project"), being financed through a Three Star Grant Program (REO) from the Tennessee Department of Economic and Community Development.

WHEREAS the Three Star Grant Program does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer this project:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform, and carry out, in a satisfactory and the proper manner the following services:
  - a. Provide administrative assistance to the County through staff that is trained and/or approved by the Tennessee Department of Economic and Community Development.
  - b. Set up administrative record keeping files for the County.
  - c. Manage compliance with environmental requirements.
  - d. Assist in removing any contract conditions and securing release of funds.
  - e. Assist in any necessary documentation of beneficiaries.
  - f. Assist in establishing procedure for financial management of contract funds.
  - g. Prepare and submit any necessary budget amendments.
  - h. Assist in meeting Equal Opportunity requirements and construction wage and employment requirements.
  - i. Monitoring of records for completeness.

- j. Assistance as necessary in complying with the acquisition process under the Uniform Relocation Assistance Act.
  - k. Preparation, coordination and/or submission of all necessary reports, forms, and documents.
  - l. Any and all other technical assistance requested and required by the County in completion of their Three Star Grant Program (REO) in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The County agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
  - a. Direct chargeable salaries and fringe benefits.
  - b. Travel costs including lodging and subsistence.
  - c. Communication costs related to administration of the project.
  - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by Three Star, the Comptroller of the Treasury, the County or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$7,500 for grant administrative costs, which are grant eligible expenses and included in the project budget.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, handicap, religion or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, handicap, religion or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the County and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO and executed by the duly authorized officials of each party, to be effective as of the date first written above.

Rhea County

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Jim Vincent, County Executive

Southeast Tennessee Development District

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Chuck Hammonds, Executive Director



RESOLUTION \_\_\_\_\_

**RESOLUTION APPROVING AND ACCEPTING THE \$105,521.00 NON-MATCHING GRANT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF STATE, DIVISION OF ELECTIONS AND RHEA COUNTY ELECTION COMMISSION**

**WHEREAS**, Rhea County has been awarded a non-matching grant from the State of Tennessee Department of State, Division of Elections for \$105,521.00 for the Rhea County Election Commission to be used for supplies, telephone, postage and shipping, occupancy, equipment rental and maintenance, printing and publications; and

**WHEREAS**, the Rhea County Board of Commissioners finds this grant will greatly assist in the duties of the Rhea County Election Commission; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Board authorizes and approves the non-matching Grant between the State of Tennessee Department of State, Division of Elections and Rhea County Election Commission for a non-matching grant in the amount of \$105,521.00 to be used for supplies, telephone, postage and shipping, occupancy, equipment rental and maintenance, printing and publications.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive


ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 1, 2025	<b>End Date</b> September 30, 2026	<b>Agency Tracking #</b> 30501-02126-72	<b>Edison ID</b> 88696		
<b>Grantee Legal Entity Name</b> Rhea County Election Commission			<b>Edison Vendor ID</b> 2742		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number #90.401</b>			
		<b>Grantee's fiscal year end June 30, 2026</b>			
<b>Service Caption (one line only)</b> Assistance for county election commissions for expenditures authorized by the Help America Vote Act					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY26	5,276.05	100,244.95			105,521.00
<b>TOTAL:</b>	<b>5,276.05</b>	<b>100,244.95</b>			<b>105,521.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			HAVA expenditures are based on need.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
 <i>LW</i>					
<b>Speed Chart (optional)</b> SS00000184		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF STATE, DIVISION OF ELECTIONS  
AND  
RHEA COUNTY ELECTION COMMISSION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Division of Elections, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County Election Commission, hereinafter referred to as the "Grantee," is for the provision of assistance for county election commissions for expenditures authorized by the Help America Vote Act, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will use funds for expenditures within the performance period of the federal subaward authorized by the Help America Vote Act (HAVA). The Grantee will be required to submit invoices and proof of payment to the Division of Elections to ensure compliance and accountability. Any voting systems acquired with these funds must be certified by the Election Assistance Commission to at least the 2005 Voluntary Voting System Guidelines (VVSG), certified by the Coordinator of Elections and the State Election Commission for use in all elections in the state pursuant to T.C.A. § 2-9-110, and have a voter-verifiable paper audit trail in accordance with T.C.A. § 2-9-101(d).
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2025, ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred five thousand, five hundred twenty-one dollars (\$105,521.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Andrew Dodd, Assistant Coordinator of Elections  
 Tennessee Division of Elections  
 Office of Tennessee Secretary of State Tre Hargett  
 312 Rosa L. Parks Avenue, 7th Floor  
 Nashville, TN 37243  
 Andrew.Dodd@tnsos.gov  
 Telephone # 615-253-4587  
 FAX # 615-741-1278

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of State, Division of Elections.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision

as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Andrew Dodd, Assistant Coordinator of Elections  
 Tennessee Division of Elections  
 Office of Tennessee Secretary of State Tre Hargett  
 312 Rosa L. Parks Avenue, 7th Floor  
 Nashville, TN 37243  
 Andrew.Dodd@tnsos.gov  
 Telephone # 615-253-4587  
 FAX # 615-741-1278

The Grantee:

Felicia Goodman, Administrator of Elections  
 Rhea County Election Commission  
 1475 Market Street, Suite 102  
 PO BOX 181  
 Dayton, TN 37321-0181  
 rhea.commission@tn.gov  
 Telephone # 423-775-7816  
 FAX # 423-775-7880

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.



- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon

the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit

Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

- E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
  - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
  - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.



- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

E.5. This contract will be funded using Title 251 funds provided under the Help America Vote Act.

**IN WITNESS WHEREOF,**

**RHEA COUNTY GOVERNMENT**

*Felicia Goodman* 10-23-25  
**GRANTEE SIGNATURE** **DATE**

Felicia Goodman, Administrator of Elections  
**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF STATE, DIVISION OF ELECTIONS**

\_\_\_\_\_  
**MARK GOINS, COORDINATOR OF ELECTIONS** **DATE**

**DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
**TRE HARGETT, SECRETARY OF STATE** **DATE**

*MR*

ATTACHMENT 1Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	County of Rhea
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	EACREQPY03TN
Federal award date	07/15/2019
Subaward Period of Performance Start and End Date	07/02/2004 - 09/30/2099
Subaward Budget Period Start and End Date	07/02/2004 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	90.401 Requirements Payment 251
Grant contract's begin date	October 1, 2025
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	\$100,244.95
Total amount of federal funds obligated to the subrecipient	\$100,244.95
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$51,877,745.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Requirements Payment 251
Name of federal awarding agency	U.S. Election Assistance Commission
Name and contact information for the federal awarding official	Tina Bateman Grants Specialist tbateman@eac.gov 202-734-0639
Name of pass-through entity	Department of State, Division of Elections
Name and contact information for the pass-through entity awarding official	Andrew Dodd Assistant Coordinator of Elections andrew.dodd@tnsos.gov 615-253-4587
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

## ATTACHMENT 2

<b>GRANT BUDGET</b>				
<b>Assistance for Rhea County Election Commission for expenditures authorized by the Help America Vote Act</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable</b>				
<b>Period:</b>	<b>BEGIN: October 1, 2025</b>	<b>END: September 30, 2026</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	105,521.00	0.00	105,521.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>105,521.00</b>	<b>0.00</b>	<b>105,521.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

Office of the Secretary of State

Tennessee Division of Elections

FY26 HAVA Grants

**Certification of Indirect Cost**

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is \_\_\_\_\_%.  
*Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.*
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of voting systems.

---

Signature of Authorizing Authority

Date

---

Printed Name of Authorizing Authority

---

Title of Authorizing Authority

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT  
TWO IN THE AMOUNT OF \$73,260.00 FROM THE STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY  
EXTENDING THE TERM TO JANUARY 31, 2026**

**WHEREAS**, the Rhea County has previously received a Grant in the amount of \$73,260.00 from the State of Tennessee, Department of Environment and Conservation which may now be amended to extend the term to January 31, 2026; and

**WHEREAS**, the Rhea County Board of Commissioners deems the Grant Amendment, attached herewith as Exhibit "A," to be beneficial for the residents and citizens of Rhea County and that the amendment to extend the term to be appropriate for Rhea County; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Rhea County:

**SECTION 1:** That Grant Amendment Two in the amount of \$73,260.00 from the State of Tennessee Department of Environment and Conservation to Rhea County, extending the term to January 31, 2026, attached herewith as Exhibit "A," is hereby accepted and approved.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



## GRANT AMENDMENT

Agency Tracking # 32701-25-126	Edison ID 84545	Contract # 84545	Amendment # 2			
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742			
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION						
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: September 30, 2029				
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00			
Funding —						
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount	
2025	\$73,260.00	\$0.00	\$0.00	\$0.00	\$73,260.00	
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL:</b>	<b>\$73,260.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$73,260.00</b>	
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Scott Grammer \ MKH</i>				<i>CPO USE</i>		
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000				

**AMENDMENT 2  
OF GRANT CONTRACT 84545**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Rhea County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.10. Installation, is hereby deleted in its entirety and replaced with the following:

A.10. Installation. The Grantee may proceed with installation after Sections A.2. through A.9. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **January 31, 2026**.

- a. The Grantee shall order equipment within **two (2) weeks** of receiving approval of bid packages in accordance with Section A.5.b.
- b. Installation shall be in accordance with the approved project plan timeline.
- c. The Grantee shall install equipment within **thirty (30) days** of delivery to the site.
- d. All equipment shall be entered into the county inventory and identified with appropriate tags.
- e. All equipment serial numbers shall be easily accessed and match inventory controls.

2. Grant Contract Section A.12 Reimbursement, is hereby deleted in its entirety and replaced with the following:

A.12. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2. through A.11. have been completed and approved by the State.

- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of inspection via the GMS portal.
- b. A final request for grant reimbursement shall be submitted by **February 28, 2026**.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

RHEA COUNTY:

---

GRANTEE SIGNATURE DATE

THE HONORABLE JIM VINCENT, MAYOR

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (*above*)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

---

DAVID W. SALYERS, P.E., COMMISSIONER DATE



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT  
ONE IN THE AMOUNT OF \$48,969.00 FROM THE STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY  
EXTENDING THE TERM TO JANUARY 31, 2026**

**WHEREAS**, the Rhea County has previously received a Grant in the amount of \$48,969.00 from the State of Tennessee, Department of Environment and Conservation which may now be amended to extend the term to January 31, 2026; and

**WHEREAS**, the Rhea County Board of Commissioners deems the Grant Amendment, attached herewith as Exhibit "A," to be beneficial for the residents and citizens of Rhea County and that the amendment to extend the term to be appropriate for Rhea County; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Rhea County:

**SECTION 1:** That Grant Amendment One in the amount of \$48,969.00 from the State of Tennessee Department of Environment and Conservation to Rhea County, extending the term to January 31, 2026, attached herewith as Exhibit "A," is hereby accepted and approved.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



## GRANT AMENDMENT

Agency Tracking # 32701-25-308	Edison ID 85578	Contract # 85578	Amendment # 1		
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742		
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 31, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$48,969.00	\$0.00	\$0.00	\$0.00	\$48,969.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$48,969.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$48,969.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <i>Scott Grammer \ MKH</i>				<i>CPO USE</i>	
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000			

**AMENDMENT 1  
OF GRANT CONTRACT 85578**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Rhea County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.9. Installation, is hereby deleted in its entirety and replaced with the following:

A.9. Installation. The Grantee may proceed with installation after Sections A.2. through A.8. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **January 31, 2026**.

- a. The Grantee shall order equipment within **four (4) weeks** of receiving approval of bid packages.
- b. Installation shall be in accordance with the approved project plan timeline, unless otherwise approved in writing by the State with necessary justification.
- c. The Grantee shall install equipment within **thirty (30) days** upon receiving on site.
- d. All equipment shall be entered into the county inventory and identified with appropriate tags.
- e. All equipment serial numbers shall be easily accessed and match inventory controls.
- f. The State must approve any project plan deviations in writing prior to proceeding.

2. Grant Contract Section A.11 Reimbursement, is hereby deleted in its entirety and replaced with the following:

A.11. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2. through A.10. have been completed and approved by the State.

- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of an inspection.
- b. A final request for grant reimbursement shall be submitted by **February 28, 2026**.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

RHEA COUNTY:

---

GRANTEE SIGNATURE

DATE

THE HONORABLE JIM VINCENT, MAYOR

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

---

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

RESOLUTION \_\_\_\_\_

**RESOLUTION APPROVING AND ACCEPTING FUNDING IN THE AMOUNT OF \$19,869.00 FOR RHEA COUNTY ARCHIVES FOR THE FOUNDATIONS OF HISTORY: PRESERVING RHEA COUNTY'S HISTORIC RECORDS FOR AMERICA'S 250TH PROJECT FROM THE STATE OF TENNESSEE**

**WHEREAS**, Rhea County has been awarded a non-matching grant from the State of Tennessee for \$19,869.00 for Rhea County Archives for the Foundations of History: Preserving Rhea County's Historic Records for America's 250<sup>th</sup> Project from the State of Tennessee; and

**WHEREAS**, the Rhea County Board of Commissioners finds this grant will greatly assist in Rhea County Archives fulfilling its role in preserving Rhea County's Historic Records for America's 250<sup>th</sup> Project; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Board authorizes and approves the non-matching grant in the amount of \$19,869.00 for Rhea County Archives for the Foundations of History: Preserving Rhea County's Historic Records for America's 250<sup>th</sup> Project from the State of Tennessee

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

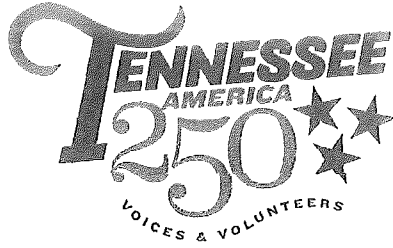
**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

ATTEST:

\_\_\_\_\_  
Linda Shaver, County Clerk



**LETTER OF AGREEMENT:  
DIRECT APPROPRIATION GRANT  
FOR GOVERNMENTAL ENTITIES**

Date: October 30, 2025

To: **Project Director Smith**  
**Rhea County Archives**  
**1475 Market St., Suite 103**  
**Dayton, TN 37321**

From: **Ashley Howell, Executive Director, Tennessee State Museum and Chair,  
Tennessee Commission for the United States Semiquincentennial**

In the State of Tennessee's Public Chapter 966, House Bill 2973, passed in 2024, reads as follows:

*To provide non-recurring funding to support Tennessee's participation in the United States Semiquincentennial Celebration, State Museum, \$2,145,000.*

**Award:**

The Rhea County Archives has been selected to receive funding in the amount of \$19,869 for the Foundations of History: Preserving Rhea Co's Historic Records for America's 250th project *as described in the submitted grant application*. Projects must be completed by **April 30, 2027**.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
  - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

- a) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
- b) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- c) You must have a completed W-9 Form and a signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

1. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement and
- b) *W-9 Form* - (submitted with application. However, if corrections are needed you will be contacted)

We encourage you to return these materials by **December 1, 2025**. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials. *Please refer to the Tennessee America 250 Grant Usage and Reporting Guidelines in your award email for a list of requirements for funding disbursement including acknowledgement requirements.*

If you should have any questions or comments or need any assistance responding to this request, please email: [tn250@tn.gov](mailto:tn250@tn.gov)

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department: [tn250@tn.gov](mailto:tn250@tn.gov)

On behalf of the *Rhea County Archives*, I hereby agree to the aforementioned terms and conditions.

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official's Name (please print)

\_\_\_\_\_  
Official's Title or Position

\_\_\_\_\_  
Daytime Contact Phone Number  
Number

\_\_\_\_\_  
Federal Taxpayer Identification

**RESOLUTION**  
No. \_\_\_\_\_

**A RESOLUTION SUPPORTING A PROJECT AND APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF DAYTON, TENNESSEE AND LZB MANUFACTURING, INC. INVOLVING PAYMENTS IN LIEU OF AD VALOREM TAXES RELATED TO THE LEASE OF CERTAIN REAL PROPERTY IN THE COUNTY**

WHEREAS, the County Commission of Rhea County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, pursuant to Tennessee Code Annotated Sections 7-53-101 to 7-53-320, as amended (the "Act"), The Industrial Development Board of the City of Dayton, Tennessee (the "Board") is authorized to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease, and dispose of properties for certain purposes identified in the Act; and

WHEREAS, LZB Manufacturing, Inc., or an affiliate thereof (collectively, the "Company"), intends to purchase real property in the County in Dayton, Tennessee, and construct thereon an approximately 330,000 square foot distribution facility (the "Project"); and

WHEREAS, the Project will support and enhance operations at the Company's existing manufacturing plant in the County by improving logistics and supply chain efficiency; and

WHEREAS, the Company expects to incur approximately \$30,000,000 in capital expenditures and create 25 new full-time jobs in the County in connection with the Project; and

WHEREAS, the Company proposes to convey to the Board ownership of the Project, and the Board will lease the Project to the Company in exchange for payments in lieu of ad valorem taxes; and

WHEREAS, pursuant to Section 7-53-305(b) of the Act, the City Council of Dayton, Tennessee, by resolution previously determined that payments in lieu of ad valorem taxes related to the Project would be in furtherance of the Board's public purposes as set forth in the Act and delegated to the Board the authority to negotiate and accept payments in lieu of taxes from the Company; and

WHEREAS, given that the terms of the agreement related to the payments in lieu of taxes would involve abatement of County taxes, the Board requested the County's support and approval of the terms of the proposed agreement, such terms being included as Exhibit A hereto (the "Proposed Terms"); and

WHEREAS, the County Commission has determined that the Proposed Terms and the Project would be in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Rhea County, Tennessee, as follows:

1. The County Commission hereby supports the Project and approves the Proposed Terms related to the Project, finding that the Proposed Terms and the Project are in the best interest of the County.
2. The County Commission hereby supports and approves the Board's agreements concerning payments in lieu of ad valorem taxes relating to the Project to the extent that they contain the Proposed



Terms and such other administrative provisions not inconsistent with this resolution as the Board deems appropriate.

3. This resolution shall take effect from and after its passage, the public welfare requiring it.

Passed this 3rd day of November, 2025.

---

Jim Vincent, County Executive

ATTEST:

---

Linda Shaver, County Clerk

EXHIBIT A

Schedule of Payments in Lieu of Ad Valorem Taxes

<u>Abatement Period</u>	<u>Percentage of County Real Property Taxes Otherwise Payable</u>
Year 1	0%
Year 2	0%
Year 3	0%
Year 4	0%
Year 5	0%
Year 6	15%
Year 7	30%
Year 8	45%
Year 9	60%
Year 10	75%
Year 11 and after	100%

\*Abatement relates to real property taxes only.

\*\* No abatement on the City or the County school portion of the property taxes throughout the ten-year term.

48736481.2

RESOLUTION \_\_\_\_\_

**RESOLUTION DIRECTING UNRESTRICTED OPIOID SETTLEMENT FUNDS TO LOCAL FOOD DISTRIBUTION CENTERS TO REDUCE FOOD INSECURITIES**

**WHEREAS**, Rhea County has received a pro rata share of opioid settlement funds through the State of Tennessee who has established certain requirements for distribution to grant applicants; and

**WHEREAS**, the Rhea County Commission is mindful that research has shown that (1) malnutrition is a prevalent issue among individuals with substance use disorder and (2) proper nutrition is essential for repairing the physical and mental damage caused by chronic substance use, stabilizing mood, reducing craving, and building a foundation for long-term recovery; and

**WHEREAS**, reducing food insecurities in the families and citizens of Rhea County who may be battling substance use disorders and struggling to establish proper nutrition for long-term recovery is a permissible use of unrestricted opioid settlement funds; and

**WHEREAS**, the Rhea County Commission has appointed the Rhea County Opioid Committee to make recommendations as to the amount of unrestricted opioid settlement funds to be directed to local food distribution centers in Rhea County to reduce food insecurities; and

**WHEREAS**, the Rhea County Opioid Committee recommends that grant funds be awarded as follows:

<u>FOOD DISTRIBUTION CENTER</u>	<u>AWARD AMOUNT</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
6.	\$ _____

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Rhea County Board of Commissioners hereby approves the committee's recommendation and does hereby award unrestricted Opioid Abatement and Remediation Grant Funds as set forth hereinabove.

Duly passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED:**

\_\_\_\_\_  
Jim Reed, Chairman

\_\_\_\_\_  
Jim Vincent, County Executive

**ATTEST:**

\_\_\_\_\_  
Linda Shaver, County Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AMENDING AND ADOPTING THE RHEA COUNTY, TENNESSEE REGIONAL ZONING RESOLUTION REGULATING DEVELOPMENT WITHIN THE JURISDICTION OF RHEA COUNTY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.**

**ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

**Section A. Statutory Authorization**

The Legislature of the State of Tennessee has in Sections 13-7-101 through 13-7-115, Tennessee Code Annotated delegated the responsibility to the county legislative body to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Rhea County, Tennessee, Mayor and Legislative Body, do resolve as follows:

**Section B. Findings of Fact**

1. The Rhea County, Tennessee, Mayor and its Legislative Body wish to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of Rhea County, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

**Section C. Statement of Purpose**

It is the purpose of this Resolution to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Resolution is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

**Section D. Objectives**

The objectives of this Resolution are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

**ARTICLE II. DEFINITIONS**

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted as to give them the meaning they have in common usage and to give this Resolution its most reasonable application given its stated purpose and objectives.

**"Accessory Structure"** means a subordinate structure to the principal structure on the same lot and, for the purpose of this Resolution, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.

5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

**"Addition (to an existing building)"** means any walled and roofed expansion to the perimeter or height of a building.

**"Appeal"** means a request for a review of the local enforcement officer's interpretation of any provision of this Resolution or a request for a variance.

**"Area of Shallow Flooding"** means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**"Area of Special Flood-related Erosion Hazard"** is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

**"Area of Special Flood Hazard"** see **"Special Flood Hazard Area"**.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

**"Basement"** means any portion of a building having its floor subgrade (below ground level) on all sides.

**"Building"** see **"Structure"**.

**"Development"** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

**"Elevated Building"** means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

**"Emergency Flood Insurance Program"** or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

**"Erosion"** means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

**"Exception"** means a waiver from the provisions of this Resolution which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Resolution.

**"Existing Construction"** means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Structures"** see **"Existing Construction"**.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"**

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

**"Flood Elevation Determination"** means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study"** means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

**"Flood Insurance Study"** is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

**"Floodplain"** or **"Floodprone Area"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**"Flood Protection System"** means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

**"Flood-related Erosion"** means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

**"Flood-related Erosion Area"** or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

**"Flood-related Erosion Area Management"** means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

**"Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

**"Functionally Dependent Use"** means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.



**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

**"Historic Structure"** means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the Carter County, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior or
  - b. Directly by the Secretary of the Interior.

**"Letter of Map Change (LOMC)"** means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

**"Letter of Map Amendment (LOMA)"** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

**"Conditional Letter of Map Revision Based on Fill (CLOMR-F)"** A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

**"Letter of Map Revision Based on Fill (LOMR-F)"** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

**"Conditional Letter of Map Revision (CLOMR)"** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

**"Letter of Map Revision (LOMR)"** Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

**"Levee"** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

**"Levee System"** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Resolution.

**"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

**"Mean Sea Level"** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Resolution, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

**"National Geodetic Vertical Datum (NGVD)"** means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"New Construction"** means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Resolution and includes any subsequent improvements to such structure.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this resolution or the effective date of the initial floodplain management resolution and includes any subsequent improvements to such structure.

**"North American Vertical Datum (NAVD)"** means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"100-year Flood"** see **"Base Flood"**.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

**"Reasonably Safe from Flooding"** means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

**"Recreational Vehicle"** means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Regulatory Flood Protection Elevation"** means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

**"Riverine"** means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**"Special Flood Hazard Area"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A

on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

**"Special Hazard Area"** means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

**"Start of Construction"** includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

**"Structure"** for purposes of this Resolution, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

**"Substantial Improvement"** means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**"Substantially Improved Existing Manufactured Home Parks or Subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** is a grant of relief from the requirements of this Resolution.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Resolution is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

### **ARTICLE III.        GENERAL PROVISIONS**

#### **Section A.    Application**

This Resolution shall apply to all areas within the unincorporated area of Rhea County, Tennessee.

#### **Section B.    Basis for Establishing the Areas of Special Flood Hazard**

The Areas of Special Flood Hazard identified on the Rhea County, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47143C0035D, 47143C0040D, 47143C0045D, 47143C0065D, 47143C0109D, 47143C0110D, 47143C0120D, 47143C0128D, 47143C0129D, 47143C0130D, 47143C0135D, 47143C0136D, 47143C0137D, 47143C0140D, 47143C0145D, 47143C0155D, 47143C0165D, dated November 5, 2008 and 47143C0194E, 47143C0205E, 47143C0206E, 47143C0208E, 47143C0213E, 47143C0216E, 47143C0217E, 47143C0219E, 47143C0229E, 47143C0235E, 47143C0236E, 47143C0237E, 47143C0238E, 47143C0245E, 47143C0251E, 47143C0252E, 47143C0253E, 47143C0254E, 47143C0256E, 47143C0258E, 47143C0260E, 47143C0265E, 47143C0270E, 47143C0285E, 47143C0301E, 47143C0302E, 47143C0303E, 47143C0304E, 47143C0307E, 47143C0310E, 47143C0311E, 47143C0312E, 47143C0320E, 47143C0326E, 47143C0330E, 47143C0335E, 47143C0340E, 47143C0345E, 47143C0351E, 47143CIND0E dated November 28, 2025 along with all supporting technical data, are adopted by reference and declared to be a part of this Resolution.

#### **Section C.    Requirement for Development Permit**

A development permit shall be required in conformity with this Resolution prior to the commencement of any development activities.

#### **Section D.    Compliance**

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Resolution and other applicable regulations.

#### **Section E.    Abrogation and Greater Restrictions**

This Resolution is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Resolution conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

**Section F. Interpretation**

In the interpretation and application of this Resolution, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

**Section G. Warning and Disclaimer of Liability**

The degree of flood protection required by this Resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Resolution does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Resolution shall not create liability on the part of Rhea County, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Resolution or any administrative decision lawfully made hereunder.

**Section H. Penalties for Violation**

Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this resolution or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Rhea County, Tennessee from taking such other lawful actions to prevent or remedy any violation.

**ARTICLE IV. ADMINISTRATION**

**Section A. Designation of Resolution Administrator**

The Rhea County Building Inspector is hereby appointed as the Administrator to implement the provisions of this Resolution.

**Section B. Permit Procedures**

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
  - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
  - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
  - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
  - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

## 2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

**Section C. Duties and Responsibilities of the Administrator**

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Resolution have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.



6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Resolution.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the Rhea County, Tennessee FIRM meet the requirements of this Resolution.
11. Maintain all records pertaining to the provisions of this Resolution in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Resolution shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (the latest edition of FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

## **ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **Section A. General Standards**

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Resolution, shall meet the requirements of "new construction" as contained in this Resolution;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Resolution, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;

12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

**Section B. Specific Standards**

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings

sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
  - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
  - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
  - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.

- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
  - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
  - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
  - 1) Be on the site for fewer than 180 consecutive days;
  - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
  - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the

lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

**Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the the provisions of § 65.12.
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements

and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.

3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within Rhea County, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of

Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

**Section F. Standards For Areas of Shallow Flooding (Zone AO)**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article IV, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**Section G. Standards For Areas of Shallow Flooding (Zone AH)**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)**



Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

**Section I. Standards for Unmapped Streams**

Located within Rhea County, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.
3. ONLY if Article V Section I, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

**ARTICLE VI. VARIANCE PROCEDURES**

**Section A. Regional Board of Zoning Appeals**

1. Authority

The Rhea County, Tennessee Regional Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Resolution.

2. Procedure

Meetings of the Regional Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Regional Board of Zoning Appeals shall be open to the public. The Regional Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Regional Board of Zoning Appeals shall be set by the Legislative Body.

3. Appeals: How Taken

An appeal to the Regional Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part

upon the provisions of this Resolution. Such appeal shall be taken by filing with the Regional Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of \$100.00 dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Regional Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Regional Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than 30 days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Regional Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Resolution.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The Rhea County, Tennessee Regional Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Resolution.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Resolution to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Regional Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Resolution, and:
  - a) The danger that materials may be swept onto other property to the injury of others;
  - b) The danger to life and property due to flooding or erosion;
  - c) The susceptibility of the proposed facility and its contents to flood damage;

- d) The importance of the services provided by the proposed facility to the community;
  - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
  - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
  - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Resolution, the Regional Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Resolution.
  - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

**Section B. Conditions for Variances**

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Resolutions.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.

4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

**ARTICLE VII. LEGAL STATUS PROVISIONS**

**Section A. Conflict with Other Resolutions**

In case of conflict between this Resolution or any part thereof, and the whole or part of any existing or future Resolution of Rhea County, Tennessee, the most restrictive shall in all cases apply.

**Section B. Severability**

If any section, clause, provision, or portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Resolution which is not of itself invalid or unconstitutional.

**Section C. Effective Date**

This Resolution shall become effective on date of adoption, the public welfare demanding it.

Approved and adopted by the Rhea County, Tennessee, Mayor and Legislative Body.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of Rhea County, Tennessee

Attest: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date of Public Hearing

\_\_\_\_\_  
Date of Publication of  
Caption and Summary