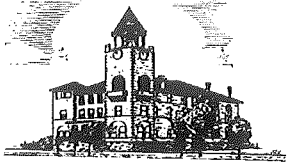


AGENDA
RHEA COUNTY COMMISSION WORKSHOP
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, DECEMBER 9TH, 2025, AT 6:00 P.M.

1. Prayer.
2. Pledge To Flag.
3. Discuss letter concerning North Utility District of Rhea County Board appointment. -Jim Vincent
4. Discuss 2026 Holidays for County Employees. -Jim Vincent
5. Discuss Resolution to Levy A Mineral Severance Tax. -Jim Vincent
6. Discuss Avalon Lease. -Jim Vincent
7. Discuss Lighting Contract between Rhea County Board Of Education and Volunteer Energy Cooperation. -Finance Director
8. Discuss County Flood Damage Prevention Resolution. - Building Department
9. Discuss Agreement Between Owner And Architect For Commercial Design And Permit Set. -Jim Vincent
10. Public comments.
11. County Official comments.
12. County Executive comments.
13. Commissioner's comments.
14. Adjourn



RHEA COUNTY COURTHOUSE, 1925

Jim Vincent
RHEA COUNTY EXECUTIVE
1475 Market Street, Suite 301
Dayton, TN 37321
rheamayor@rheacounty.org

Phone (423) 775-7801
Fax (423) 775-5553
Cell (423) 605-2592

Tuesday, December 2, 2025

Rhea County Commissioners,

At the request of the North Utility District of Rhea County, I am appointing a member to their Board of Commissioners.

Villa Edwards whose term will begin in January 2026 and expire January 2030.

Please read the above into the minutes of the Rhea County Commission meeting on December 16, 2025.

Respectfully,


Jim Vincent

BEFORE THE COUNTY MAYOR OF RHEA COUNTY, TENNESSEE

In re:


NORTH UTILITY DISTRICT
OF RHEA COUNTY, TENNESSEE

ORDER APPOINTING COMMISSIONER

Upon certification by the Board of Commissioners of North Utility District of Rhea County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of Commissioner Villa Edwards in January 2026 and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a).

It Is Therefore Ordered, Adjudged and Decreed, that the nominee Villa Edwards is hereby appointed to the Board of Commissioners of the North Utility District of Rhea County, Tennessee, to serve from January 2026 until January 2030.

Entered this the 2 day of Dec., 2025



Jim Vincent, COUNTY MAYOR
RHEA COUNTY, TENNESSEE

2026 HOLIDAYS FOR COUNTY EMPLOYEES

NEW YEAR'S DAY*****THURSDAY, JANUARY 1ST
FRIDAY, JANUARY 2ND

MARTIN LUTHUR KING, JR*****MONDAY, JANUARY 19TH

PRESIDENTS' DAY*****MONDAY, FEBRUARY 16TH

GOOD FRIDAY*****FRIDAY, APRIL 3RD

MEMORIAL DAY*****MONDAY, MAY 25TH

JUNETEENTH*****FRIDAY, JUNE 19TH

INDEPENDENCE DAY*****FRIDAY, JULY 3RD

LABOR DAY*****MONDAY, SEPTEMBER 7TH

COLUMBUS DAY*****MONDAY, OCTOBER 12TH

VETERANS' DAY*****TUESDAY, NOVEMBER 11TH

THANKSGIVING DAY*****THURSDAY, NOVEMBER 26TH
DAY AFTER THANKSGIVING*****FRIDAY, NOVEMBER 27TH

CHRISTMAS EVE*****THURSDAY, DECEMBER 24TH
CHRISTMAS DAY *****FRIDAY, DECEMBER 25TH

RESOLUTION NO. _____

RESOLUTION TO LEVY A MINERAL SEVERANCE TAX

WHEREAS, *Tennessee Code Annotated*, §§ 67-7-201 *et seq.*, permits counties, upon the adoption of a resolution by a two-thirds vote of the county legislative body, to enact a mineral severance tax for the benefit of the county road fund to be administered by the state Department of Revenue; and,

WHEREAS, Rhea County is in need of additional revenue;

NOW, THEREFORE, BE IT RESOLVED by the Rhea County legislative body that:

SECTION 1. *Tennessee Code Annotated*, §§ 67-7-201 *et seq.*, which authorizes counties to levy a tax on the severance from the earth of sand, gravel, sandstone, chert and limestone, within the boundaries of Rhea County, Tennessee, is hereby adopted as authority for the tax levied by Section 2 hereof.

SECTION 2. There is hereby levied a severance tax on the above-named minerals at a levy of twenty cents (\$0.20) per ton for a tax period beginning July 1, 2025.

SECTION 3. The Mineral Severance Tax of Rhea County, shall be collected by the state Department of Revenue in accordance with the rules and regulations promulgated by the Department of Revenue.

SECTION 4. A certified copy of this Resolution shall be transmitted immediately upon its passage to the Office of the Secretary of State and to the Department of Revenue of the State of Tennessee by the County Clerk and shall be spread upon the minutes of the county legislative body.

SECTION 5. For purposes of collection, this Resolution shall take effect on the first day of the month occurring at least thirty (30) days after the certified copy is received by the Department of Revenue; for all other purposes it shall be effective upon passage by a two-thirds (2/3) majority vote of the county legislative body of Rhea County, the public welfare requiring it.

Duly passed and approved this _____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



MINERAL SEVERANCE TAX LAW CHANGES FOR COUNTY GOVERNMENTS

*THE MAXIMUM RATE FOR THE OPTIONAL MINERAL SEVERANCE TAX
LEVIED BY COUNTIES HAS BEEN INCREASED BY PUBLIC CHAPTER 285.*

by UT CTAS Legal Team

Pursuant to the authority in T.C.A. § 67-7-201 *et seq.*, counties may, by passage of a resolution by a two-thirds (2/3) vote, levy a tax on all sand, gravel, sandstone, chert and limestone severed from the ground within their jurisdiction. Under the previous law, the tax rate could not exceed 15 cents (15¢) per ton.

Under the amended law, the tax may be levied at the following rates: (1) for a tax period that begins prior to July 1, 2025, 15 cents (15¢) per ton; (2) for a tax period that begins on or after July 1, 2025, and prior to July 1, 2030, 20 cents (20¢) per ton; (3) for a tax period that begins on or after July 1, 2030, and prior to July 1, 2035, 25 cents (25¢) per ton; and (4) for a tax period that begins on or after July 1, 2035, and for subsequent tax periods, 30 cents (30¢) per ton.

Revenue from the mineral severance tax must be deposited into the county

road fund and used for county road purposes. The new law requires counties to submit annual written reports to the comptroller of the treasury, the commissioner of transportation, the chair of the Transportation and Safety Committee of the Senate, and to the chair of the Committee of the House of Representatives who has jurisdiction over transportation issues. The reports should detail the amount of revenue deposited into the county road fund during the previous fiscal year; the amount of revenue spent by the county; and how those expenditures

have been designated and used for construction, maintenance and repair of the county system.

CTAS has created model resolutions for counties interested in levying a mineral severance tax (www.ctas.tennessee.edu/levy-mineral-severance-tax) or increasing their mineral severance tax to the new limits (www.ctas.tennessee.edu/increase-mineral-severance-tax).

If you have any questions, please feel free to reach out to your county government consultant.



VOLUNTEER ENERGY COOPERATIVE

www.vec.org

CORPORATE OFFICE: 18359 HWY 58 N • PO BOX 277 • DECATUR, TN 37322 • (423) 334-1020

March 24/2025

Rhea County Board of Education
836 Eagle Lane Suite 104
Evansville Tennessee 37332

Dear Mr.

Please find enclosed for your records a copy of the Lighting Contract between Volunteer Energy Cooperative and Rhea County Board of Education located at the Rhea County High School Football field in Dayton Tennessee.

Sincerely,
Volunteer Energy Cooperative

Tina L. Lawson
Department Assistant

Enclosures : revised lighting contract

Service Centers:

BENTON PO Box 690 Benton 37307 423 338 2569	BYRDSTOWN PO Box 9 Byrdstown 38549 931 864 3686	CLEVELAND PO Box 2578 Cleveland, 37320 423 476 6571	CROSSVILLE PO Box 609 Crossville 38557 931 481 3527	DECATUR PO Box 1183 Decatur 37322 423 334 5721	GEORGETOWN PO Box 1 Georgetown 37336 423 344 8382	JAMESTOWN PO Box 1450 Jamestown 38556 931 879 5853	MONTEREY PO Box 67 Monterey 38574 931 839 2217	SPRING CITY PO Box 177 Spring City 37381 423 365 6220
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(7) Succession and Approval

This contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto, but is not assignable by the Consumer without written consent of the Cooperative.

(8) Deposit

- a. A construction deposit of \$0.00 will be required to secure the Cooperative's investment for providing electric service to the consumer.
- b. A security deposit of \$0.00 will be required to ensure the Cooperative receives payment for all energy supplied to Consumer under this contract.

In lieu of a cash deposit, the Cooperative may accept a personal guaranty, irrevocable letter of credit, surety bond, or other forms of monetary pledge. It is expressly understood and agreed that all deposits shall be forfeited in the event that the Consumer breaches any terms and conditions of this contract or Consumer's membership is terminated for any violation of the By-laws or Rules and Regulations of the Cooperative. In the event that the Consumer complies with all the terms and conditions of this contract, at the termination of the contract all deposits will be refunded and all bonds, letters of credit, or guaranties will be in all things null and void.

(9) Default

In the event of default in any of the terms and conditions under this Power Contract, then in such event, the Cooperative shall have the right to terminate service and to proceed in an action at law or otherwise against the Consumer (or any surety or guarantor under the bond or guaranty in lieu of deposit, jointly or severally) to satisfy an outstanding obligation owed by the Consumer to the Cooperative. The Cooperative shall be entitled to pursue any and all available legal remedies.

(10) Liability, Indemnity and Hold Harmless

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted or become defective through an act of God, Governmental authority, action of elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right of way or any cause beyond the reasonable control of Cooperative, the Cooperative shall not be liable therefore or for damages caused thereby.

(11) Easements

The Cooperative's agents and employees shall have free ingress and egress on said site. When possible, work shall be performed at mutually agreed upon times. The transformer banks, lighting facilities, and other equipment installed on the project site shall be the personal property of the Cooperative, and may be removed by the Cooperative upon breach of any of the terms and conditions of this contract. Upon expiration of this contract the Consumer shall retain ownership of all lighting facilities described herein. Said lighting facilities shall include those poles installed for the purpose of mounting luminaires, mounting accessories, 600 volt power cable, conduit, concrete foundations, and lamps.

(12) Waivers

A waiver of one or more defaults shall not be considered a waiver of any subsequent defaults.

IN WITNESS WHEREOF, the parties have hereunto caused this contract to be duly executed on the day and year first above written.

VOLUNTEER ENERGY COOPERATIVE

By John Murray Chairman
Commissioner

By Don

Gene Director of Schools

VEC 121 L
Revised 04/30/01

TR Beal, Finance Director

RESOLUTION NO. _____

COUNTY FLOOD DAMAGE PREVENTION RESOLUTION

A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING 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 Rhea County Commission, 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;
-

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.

"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

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

"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

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 Official James Vincent Jr. 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:

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.

showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 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;

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

- 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

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.

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 \$50.00 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;

\$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 November 28, 2025, 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

COMMERCIAL DESIGN AGREEMENT

November 26th, 2025
Rhea County Convenience Center
Jim Vincent, County Mayor

AGREEMENT BETWEEN OWNER AND ARCHITECT FOR COMMERCIAL DESIGN AND PERMIT SET

AGREEMENT made on this 26th of November, in the year 2025

BETWEEN the Owner:

*Jim Vincent, Representative
County Mayor
1475 Market Street
Dayton, TN
rheacomayor@rheacounty.org*

And the Architect:

*Jessica Aubert
Studio 323 Architecture and Design
445 Church St. SE
Cleveland, TN 37311*

For the following Project:

*Rhea County Convenience Center
Construction and Permit Set of Drawings*

Anticipated Start Date: November 27th, 2025

Planned Completion Date: December 9th, 2025

For design fee of :

Architectural Fee: \$5,260.00

The Owner and Architect Agree as Follows:

ARTICLE 1- ARCHITECT'S RESPONSIBILITIES

The Architect shall provide Architectural Design services in coordination with the Mayor of Rhea County. The Architect shall be permitted to rely on the input of the Rhea County representative for sizing of equipment and framing and shall not be held responsible for the design of these items. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's services include the following:

Architectural Scope:

Produce a Sealed Set of Architectural Construction Documents including:

- Site Plan
- Floor Plan of Building
- Elevations of Building and Ramp
- Specification of Site Work, Fencing, and Finishes in Coordination with Rhea County Representative
- Window Schedule
- Door Schedule
- Architectural Details as Needed to ensure Design Intent Communication

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Engineering Scope:

- Mechanical Design
 - Not in Contract
- Electrical Design
 - Not in Contract
- Plumbing Design
 - Not in Contract
- Fire Protection Design
 - Not in Contract
- Structural Design
 - Not in Contract
- Civil Design
 - Not in Contract

Construction Administration Scope:

- Provide support through Bidding of Project
- Provide Construction Administration Support as Needed
 - *Construction Support is not included in this contract and shall be billed hourly at a rate of \$80/hour as needed*

Interior Design Scope:

Interior Finish, Fixture, and Furnishing Selection is not included in this scope of work.

ARTICLE 2- OWNER'S RESPONSIBILITIES

The Owner shall provide full information about objectives, schedule, constraints, and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, environmental testing services, and any and all engineering not contracted through the Architect. The Owner shall employ a Contractor experienced in the type of Project to be construction to perform the Construction Work and to provide pricing information.

ARTICLE 3- USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to construction the Project. The Architect shall retain all common law, statutory and other reserved rights, including copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligation under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintain, altering, and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4- TERMINATION, SUSPENSION, OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall provide current design deliverables within three (3) days and shall be compensated for all services represented therein and performed prior to the date of

COMMERCIAL DESIGN AGREEMENT

November 26th, 2025
Rhea County Convenience Center
Jim Vincent, County Mayor

termination. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than ninety days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5- MISCELLANEOUS PROVISIONS

EXISTING CONDITIONS- The Architect shall measure and document existing floor plan conditions for design purposes. The scope of work for such documentation shall include only what is relevant to the production of this project. Architect shall not be liable for any discrepancies between created drawings and existing conditions. The Contractor shall be required by the Owner and by the Instruments of Service to field verify dimensions prior to the commencement of construction.

MARKETING- The Architect shall have the right to include photographic or artistic representation of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit to the Architect in the Owner's promotional materials for the Project.

CLIENT REVIEW – Under this contract, the client shall have a maximum of three comprehensive reviews of the project after which the Architect will implement requested alterations. Additional reviews and alterations may be completed for an additional fee to be negotiated at that time. The first comprehensive review shall be conducted following to receipt of schematic design deliverables by Client, and the second comprehensive review shall be conducted following the receipt of developed drawings by Client.

RISK ALLOCATION – In recognition of the relative risks, rewards and benefits of the project to both the Client and Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of the fee.

ARTICLE 6- PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be: \$5,260.00

The Owner shall pay the Architect an initial payment of (\$0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, including any printing costs, plus zero percent (0%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect or as represented on the invoice from the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality, or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond three (3) months of the date of this Agreement through no fault of the Architect.

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November 26th, 2025
Rhea County Convenience Center
Jim Vincent, County Mayor

Additional services will be computed at the following rates:

At the request of owner, Architect will provide a negotiated fee for additional services prior to beginning work.

THIS AGREEMENT entered into as of the day and year first written above.

Owner (Signature)

Owner (Printed Name and Title)

Architect (Signature)

Jessica Aubert, Owner, Studio 323 Architecture and Design

Architect (Printed Name and Title)