

**AGENDA**  
**RHEA COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, DECEMBER 16<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 November
    - b. Rhea County Medical Center Board of Directors October
    - c. Rhea County Budget Committee September and October
    - d. Rhea County Purchase and Finance Committee October and November
    - e. Rhea County Opioid Committee Meeting October
  - C. Read into the minutes North Utility District of Rhea County Board appointment. -Jim Vincent
  - D. Consider Resolution To Designate Holiday Schedule For 2026.  
-Jim Vincent

- E. Consider Resolution To Levy A Mineral Severance Tax. -Jim Vincent
- F. Consider Resolution Authorizing The Amendment To Lease Agreement With Avalon Center. -Jim Vincent
- G. Consider Resolution Approving Revised Contract Terms Between Rhea County Board Of Education And Volunteer Energy Cooperative For Lighting At The High School Football Field. -Finance Director
- H. Consider County Flood Damage Prevention Resolution. - Building Department
- I. Consider Resolution To Approve Agreement Between Owner and Architect For Commercial Design And Permit Set For Convenience Centers. -Jim Vincent
- J. Resolution To Allocate The Sum Of \$155,248.25 From New TVA Impact Monies For Improvements To Certain County Roads. -Highway Department
- K. Resolution To Allocate \$316,689.78 From The Hotel Motel Reserve Account To Provide The Matching Funds To Construct The Rhea County Abel Sports Complex Soccer Fields. -Finance Department

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

**RHEA COUNTY COMMISSION MEETING  
DECEMBER 16, 2025 AT 6:00 P.M. PHIL SWAFFORD BUILDING**

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

Present Jim Reed, Chairman; Jim Vincent, County Executive; Linda Shaver, County Clerk;  
Commissioners present: Cashman, Dunn, Ellis, Fisher, Francisco, Thedford, Welch  
Commissioner absent: Stephens

A legal quorum being present, the meeting was opened with Prayer and Pledge to the American Flag.

**2. APPROVE MINUTES OF PREVIOUS MEETING ON NOVEMBER 18, 2025**

Motion Commissioner Thedford, second Commissioner Francisco to approve the minutes of the previous meeting of the commission on November 18, 2025.

MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

**3. BUDGET AMENDMENTS AND APROPRIATIONS**

Motion Commissioner Thedford, second Commissioner Welch to approve Amendments #53 through #60, fund 101, county general budget. Amendments follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**4. BUDGET AMENDMENTS AND APPROPRIATIONS**

Motion Commissioner Thedford, second Commissioner Welch to approve Amendment #4, Fund 131, highway department budget. Amendment follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**5. BUDGET AMENDMENTS AND APPROPRIATIONS**

Motion Commissioner Thedford, second Commissioner Fisher to approve Amendment #11, Fund 141, school budget. Amendment follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**6. BUDGET AMENDMENTS AND APPROPRIATIONS**

Motion Commissioner Thedford, second Commissioner Ellis to approve Amendment #2, Fund 144, school budget. Amendment follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**7. READ INTO MINUTES RHEA COUNTY COMMITTEE MINUTES**

Motion Commissioner Thedford, second Commissioner Welch to Read Into Minutes Rhea County Committee Minutes of Rhea County Regional Planning Commission November, Rhea County Medical Center Board of Directors October, Rhea County Budget Committee September and October, Rhea County Purchase and Finance Committee October and November, Rhea County Opioid Committee Meeting October. Minutes follow next pages.

MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

**8. READ INTO THE MINUTES NORTH UTILITY DISTRICT OF RHEA COUNTY BOARD APPOINTMENT**

Motion Commissioner Francisco, second Commissioner Dunn to approve the Order Appointing A member to the North Utility District of Rhea County Board of Commissioners. **Villa Edwards** Term will begin January 2026 and expire January 2030. Order of appointment follows next pages.

MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

# Budget Amendment

101 - General

Amendment # 53

DATE: 12/16/2025

To: Chairman and Members of the Rhea County Commission

Subject: Amendment to 2025-2026 Budget

Department: COUNTY GENERAL

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Please approve the following amendment:

Debit:

101-46915-JAIL	Contracted Prisoner Board Jail Litigation Tax	2,144,375.00
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101-46240-AIDE6	Student Resource Officer- Law Enforcement Grant	30,000.00
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Total Debit	2,174,375.00
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Credit:

101-46915-STATE	Contracted Prisoner Board- State Inmate Jail Fees	2,144,375.00
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101-46290-AIDE6	Other Public Safety Grants- Enforcement of TN DUI Laws	30,000.00
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Total Credit	2,174,375.00
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Explanation:

Correct cost center on budgeted lines

*Ralph Beck*



**Budget Amendment**

**101 - General**

**Amendment # 55**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**  
**Department: COUNTY GENERAL**

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**Please approve the following amendment:**

<b>Debit:</b>		
<b>101-39000</b>	<b>Unassigned</b>	<b>2,500.00</b>
<b>(34725-FIRE)</b>		

<b>Total Debit</b>	<b>2,500.00</b>
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<b>Credit:</b>		
<b>101-54310-499-WOLF</b>	<b>Fire Prevention and Control</b>	<b>2,500.00</b>
	<b>Other Supplies and Materials</b>	

<b>Total Credit</b>	<b>2,500.00</b>
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**Explanation:**  
**Allocate funds from Fire Reserve for Wolf Creek Fire Dept pagers**

*Ralph Beck*

**Budget Amendment**

101 - General

Amendment # 56

DATE: 12/16/2025

To: Chairman and Members of the Rhea County Commission

Subject: Amendment to 2025-2026 Budget

Department: COUNTY GENERAL

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Please approve the following amendment:

Debit:

101-54710-189-EVID6	Law Enforcement Grants- Other Salaries and Wages	11,197.00
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Total Debit	11,197.00
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Credit:

101-54710-207-EVID6	Law Enforcement Grants Medical Insurance	11,197.00
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Total Credit	11,197.00
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Explanation:

Reallocate grant expenditure lines for the EBP grant

*Ralph Beck*

**Budget Amendment**

**101 - General**

**Amendment # 57**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**

**Department: COUNTY GENERAL**

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**Please approve the following amendment:**

**Debit:**

101-46980-LPRF	Other State Grants	1,568,399.00
101-39000 (34590-NHMRE)	Unassigned	316,689.77
101-48130-LPRF	Contributions	316,689.78

<b>Total Debit</b>	<b>2,201,778.55</b>
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**Credit:**

101-91150-321-LPRF	Engineering	65,000.00
101-91150-321-LPRF-LOC	Engineering	65,000.00
101-91150-799-LPRF	Capital Projects	1,503,399.00
101-91150-799-LPRF-LOC	Capital Projects	568,379.55

<b>Total Credit</b>	<b>2,201,778.55</b>
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**Explanation:**

**Set up Local Parks and Recreation Grant Soccer field complex**

*Ralph Beck*

**Budget Amendment**

**101 - General**

**Amendment # 58**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**

**Department: COUNTY GENERAL**

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**Please approve the following amendment:**

**Debit:**

<b>101-46980-MTPG</b>	<b>Other State Grants</b>	<b>150,000.00</b>
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<b>Total Debit</b>	<b>150,000.00</b>
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**Credit:**

<b>101-91150-799-MTPG</b>	<b>Other Capital Outlay</b>	<b>142,500.00</b>
<b>101-91150-310-MTPG</b>	<b>Contracts with Other Agencies</b>	<b>7,500.00</b>

<b>Total Credit</b>	<b>150,000.00</b>
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**Explanation:**

**Set up the 2025 Three Star Grant for Morgantown Park**

*Ralph Beck*

**Budget Amendment**

**101 - General**

**Amendment # 59**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**  
**Department: COUNTY GENERAL**

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**Please approve the following amendment:**

<b>Debit:</b>		
101-39000	Unallocated	155,248.25
(34725-NIMPA)		

<b>Total Debit</b>	<b>155,248.25</b>
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<b>Credit:</b>		
101-99100-590	Transfer Out	155,248.25

<b>Total Credit</b>	<b>155,248.25</b>
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**Explanation:**  
**Brayton Mt Road, Summers Home Lane and Rogers Rd paving and Shut In Gap Rd paving repairs per Commissioner Agreement with Highway Dept**  
*Ralph Beck*

**Budget Amendment**

**101 - General**

**Amendment # 60**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**  
**Department: COUNTY GENERAL**

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**Please approve the following amendment:**

<b>Debit:</b>		
<b>101-39000</b>	<b>Unassigned</b>	<b>1,023.53</b>

<b>Total Debit</b>	<b>1,023.53</b>
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<b>Credit:</b>		
<b>101-52100-105</b>	<b>Accounting - Supervisor/Director</b>	<b>950.80</b>
<b>101-52100-201</b>	<b>Accounting - Social Security</b>	<b>58.95</b>
<b>101-52100-212</b>	<b>Accounting - Employer Medicare</b>	<b>13.78</b>

<b>Total Credit</b>	<b>1,023.53</b>
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**Explanation:**

**Dena Hufstetler - One week of accrued vacation leave in accordance with the Rhea County Employee Handbook**

*Ralph Beck*

**Budget Amendment**

**131 -HIGHWAY DEPT**

**Amendment # 4**

**DATE: 12/16/2025**

**To: Chairman and Members of the Rhea County Commission**

**Subject: Amendment to 2025-2026 Budget**

**Department:**

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**Please approve the following amendment:**

**Debit:**

<b>131-49800</b>	<b>Transfer In</b>	<b>155,248.25</b>
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<b>Total Debit</b>	<b>155,248.25</b>
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**Credit:**

<b>131-62000-409</b>	<b>Highway and Bridge Maint- Crushed Stone</b>	<b>74,649.25</b>
<b>131-62000-402</b>	<b>Highway and Bridge Maint- Asphalt</b>	<b>79,999.00</b>
<b>131-62000-351</b>	<b>Highway and Bridge Maint-Rentals</b>	<b>600.00</b>

<b>Total Credit</b>	<b>155,248.25</b>
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**Brayton Mt Road, Summers Home Lane and Rogers Rd paving and Shut In  
Gap Rd paving repairs per Commissioner Agreement with Highway Dept  
*Ralph Beck***

**141 AMENDMENT 11  
December**

**DATE:** December 16, 2025  
**TO:** Chairman and Members of the Rhea County Commission  
**REQUESTED BY:** Director of Schools  
**SUBJECT:** TVA STEM Grants

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**PLEASE APPROVE THE FOLLOWING AMENDMENTS:**

**REVENUES OR DECREASE IN EXPENDITURES:**

141-47990-STEM-SCM	Other Direct Federal Revenue	\$5,000.00
141-47990-STEM-RCE	Other Direct Federal Revenue	\$5,000.00
141-47990-STEM-GES	Other Direct Federal Revenue	\$5,000.00
141-47990-STEM-SCE	Other Direct Federal Revenue	\$5,000.00
141-47990-STEM-RCH	Other Direct Federal Revenue	\$5,000.00
		<b>\$25,000.00</b>

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**INCREASE IN EXPENDITURES OR DECREASE IN REVENUE:**

141-72130-499-STEM-SCM	Other Student Support-Other Supplies & Materials	\$5,000.00
141-72130-499-STEM-RCE	Other Student Support-Other Supplies & Materials	\$5,000.00
141-72130-499-STEM-GES	Other Student Support-Other Supplies & Materials	\$5,000.00
141-72130-499-STEM-SCE	Other Student Support-Other Supplies & Materials	\$5,000.00
141-72130-499-STEM-RCH	Other Student Support-Other Supplies & Materials	\$5,000.00

**TOTAL INCREASE IN EXPENDITURES**

**\$25,000.00**

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**THIS IS AN EXPLANATION ONLY**

To allocate grant funds to purchase STEM supplies and materials for SCM, RCES, GES, SCES and RCHS

144 AMENDMENT 2  
December

DATE: December 16, 2025  
TO: Chairman and Members of the Rhea County Commission  
REQUESTED BY: Director of Schools  
SUBJECT: Transportation In-Service Training

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PLEASE APPROVE THE FOLLOWING AMENDMENTS:

REVENUES OR DECREASE IN EXPENDITURES:

144-34555	Restricted for Education	\$9,600.00
		<u>\$9,600.00</u>

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INCREASE IN EXPENDITURES OR DECREASE IN REVENUE:

144-72710-146	Transportation-Bus Drivers	\$8,500.00
144-72710-201	Transportation-Social Security	\$525.00
144-72710-204	Transportation-State Retirement	\$450.00
144-72710-212	Transportation-Employer Medicare	\$125.00

TOTAL INCREASE IN EXPENDITURES	<u>\$9,600.00</u>
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THIS IS AN EXPLANATION ONLY

To allocate funds from fund balance to cover in-service training for transportation staff

**RHEA COUNTY REGIONAL PLANNING COMMISSION**  
**REGULAR CALLED MEETING - Tuesday, November 25, 2025 5:30 P.M.**  
**Rhea County Courthouse Annex – 375 Church Street, 2nd Floor Commission Room**

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

*Jim Reed, Jeff McDaniel, Teresa Congiolo, Shane Clark, Tommy Snyder, Billy Thedford.*

**B. READING AND APPROVAL OF MINUTES – Tuesday, October 28, 2025**

*Approved as presented. Motion by Jeff McDaniel, seconded by Billy Thedford. 6-0*

**C. NEW BUSINESS**

1. William Smith 4-Lot S/D – Final Plat (Clemons Surveying)

*Refer to staff for signatures. Motion by Billy Thedford, seconded by Shane Clark. 6-0*

2. Kevin Andrews / Charles Shepherd Lot Line Adjustment – Final Plat (Nicholas Barnes Surveying)

*Approved as presented. Motion by Jeff McDaniel, seconded by Tommy Snyder. 6-0*

3. Stephen & Sharon Pringle 2-Lot S/D – Final Plat (Copp Engineering Group)

*Approve as presented. Motion by Billy Thedford, seconded by Tommy Snyder. 6-0*

4. Dayne Tharrett Lot Line Abandonment – Final Plat (TA Surveys)

*Approved as presented. Motion by Billy Thedford, seconded by Jeff McDaniel. 6-0*

5. David Harris 1-Lot S/D – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Billy Thedford, seconded by Shane Clark. 6-0*

6. Blake Wilkerson 3-Lot S/D – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Billy Thedford, seconded by Jeff McDaniel. 6-0*

7. Mark Westervelt / Shirley Hutchins Lot Line Adjustment – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Billy Thedford, seconded by Tommy Snyder. 6-0*

8. Bailey & Daniel Williams Lot Line Abandonment – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Billy Thedford. Seconded by Tommy Snyder. 6-0*

9. Waterside RV Park – Preliminary Plat Renewal (Richmond Surveying)

*Table until December meeting for corrections. Motion by Shane Clark, seconded by Tommy Snyder. 6-0*

10. Any Properly Presented New Business. *NONE*

11. A. *Amend the agenda to add William Hayes S/D. Motion by Tommy Snyder, seconded by Billy Thedford.*

*B. Refer to staff for signatures. Motion by Jeff McDaniel, seconded by Tommy Snyder. 6-0*

**D. OLD BUSINESS**

1. David Shinn 1-Lot S/D – Final Plat (Kale Belk Surveying)  
*Deny for lack of representation. Motion by Shane Clark, seconded by Tommy Snyder. 6-0*
2. Any Properly Presented Old Business

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

**F. ADJOURNMENT**

NEXT REGULAR SCHEDULED MEETING: Tuesday, December 9, 2025, at 5:30pm  
Plats will be due by 12:00 noon on Tuesday, December 23, 2025

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

**TIME AND PLACE** The Rhea Medical Center Board of Directors met in a regular meeting on Monday, October 20, 2025, at 5:00 p.m. in the boardroom of the Medical Center

**MEMBERS**

**PRESENT** Lebron Purser, Vice Chair (Via TEAMS)  
Jeff McDaniel  
Bill Hollin  
Shane Clark  
Jim Reed

**MEMBERS**

**ABSENT** Billy Thedford, Chair  
Leo Stephens

**OTHERS**

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

**BUSINESS**

**I. WELCOME AND INTRODUCTION**

Vice-Chairman Lebron Thedford welcomed Board members in Billy Thedfords absence and guests to the October 20, 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**

Vice-Chairman Purser 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 September 2025.  
(Written report attached.)

- **Financial Report-Month Ending September 30, 2025 (Written report attached.)**

-Reported a net income of \$28,000 for September 2025, including income of \$25,000 from physician practices.

-Gross Patient Revenue was below budget by 1,082,000 compared to prior year.

-Inpatient Revenue was above budget by \$16,000 due to increased admissions & patient days.

-Outpatient Revenue was short of budget by \$1,098,000

-Salaries are over budget by \$55,000 due to high overtime and callback expense to staff clinical areas.

-Physician fees under budget by \$119,000 due to delay in surgery cases.

-Supplies under budget by \$69,000. The delay in spine cases mentioned above led to lower surgery implant cost.

#### V. APPROVAL OF MINUTES

Jeff McDaniel made a motion; seconded by Bill Hollin to approve the board meeting minutes of September 15, 2025. There was no discussion, and no one opposed. Motion passed unanimously.

#### VI. MEDICAL STAFF REPORT

##### A. MINUTES

Dr. Lackey presented the Medical Executive Committee meeting minutes of September 9, 2025, see attached.

Shane Clark motioned; Bill Hollin seconded to accept the Medical Executive Committee meeting minutes of September 9, 2025 as presented. There was no discussion, and none opposed. Motion passed unanimously.

##### B. CREDENTIALING

Dr. Lackey presented the following:

###### New Appointments

- R. Shane Roberts, MD
- Douglas R. Porter, MD
- George P. Thomas, MD
- Danny M. Chachere II, MD
- Brittany Davis, MD

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

Shane Clark made a motion, seconded by Bill Hollin to approve the new appointment to the medical staff for Dr. Douglas Porter, MD as presented. There was no further discussion and none opposed. Motion carried.

Jeff McDaniel made a motion, seconded by Jim Reed to approve the new appointment to the medical staff for Dr. George Thomas, MD as presented. There was no further discussion and none opposed. Motion carried.

Shane Clark made a motion, seconded by Jeff McDaniel to approve the new appointment to the medical staff for Dr. Danny Chachere II, MD as presented. There was no further discussion and none opposed. Motion carried.

Bill Hollin made a motion, seconded by Jim Reed to approve the new appointment to the medical staff for Dr. Brittany Davis, MD as presented. There was no further discussion and none opposed. Motion carried.

#### Reappointments:

- Thomas M. Sweets, MD
- John M. Yager, MD
- Diana N. Kessler, DO

Jim Reed made a motion, seconded by Bill Hollin, to approve the change from provisional to regular staff. There was no further discussion, and none opposed. Motion carried.

#### Provisional Period Extensions

- Joshua Truesdell, NP

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

#### Provisional to Regular Staff

- None

#### Deletions- No Board action required.

There was one deletion from the medical staff for the month of October 2025. No action required.

- William Boyd, MD

## **VII. NURSING SERVICES REPORTS**

Samantha Bryant presented the CNO report. ED census is down along with admissions for the month of September. See report attached.

Jim Reed motioned to approve the CNO report seconded by Shane Clark. There was no discussion, and none opposed. Motion passed unanimously.

## **VIII. QUALITY MANAGEMENT**

### **Quality Report for September 2025**

Jim Reed motioned to approve the Quality Report for September 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/September 30, 2025 Financial Statements**

Jeff McDaniel motioned to approve the Financial Statements for the month ending April 30, 2025, as presented. Shane Clark seconded the motion, there was no discussion, and none opposed. Motion passed unanimously. (Report attached.)

### **B. RENOVATIONS/MAINTENANCE**

Billy will form committee of 3 board members to work on future maintenance projects that will need to be taken care of in the future.

### **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 12 spine surgeries to date. The feedback from the patient was incredible. The program is not without growing pains, but our team and Dr. Hodges team are fully engaged to work through the issues.

- We are still working with Jessica and 323 studios on the drawings. We made a couple of changes to the design that the Physical Therapy Group had requested. She is currently working on interior and millwork design.
- We have been aggressively recruiting while simultaneously trying to improve the culture within the organization. We are creating an anti-toxicity policy that will allow department heads and HR a better ability to deal with toxic employees. That policy should go into effect November 1<sup>st</sup>.
- The Spine Group did a ‘lunch and learn’ event at the Restoration Clinic in Decatur. That clinic is very busy and could be a great referral source for the program. The presentation was well received, and they have already begun sending over referrals.
- We have a new oncologist, Dr. Meera Ravindranathan. She began seeing patients on October 15<sup>th</sup>.
- Just reminding everyone that Rhea-diant is November 21<sup>st</sup>. Dr. Hodges will be speaking at this year’s event. We would love to have all our Board Members attend if possible.
- The new rooftop AC for the Laboratory and Radiology were installed earlier this month. For the first time in years, we have been able to cool the building without over pressurizing the building.
- They came to install the new door and frame for the south entrance of the building today, but realized that they had ordered it incorrectly

Shane Clark motioned to approve September 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 September 16, 2025**

Shane Clark motioned, Jeff McDaniel seconded to accept the meeting minutes of September 16, 2025, Safety Committee meeting as presented. There was no discussion, and none opposed. Motion passed unanimously.

## **XII. OVATION HEALTHCARE REPORT**

- Ovation is still working with Harv & Hoss regarding the spine program.
- One consulting assessment to be completed by the end of the year, the patient experience assessment.
- Also working for the 2026 year to see what assessments are needed.
- Hoss evaluation is in the process now, 4 have completed, will review at November meeting.
- Next leadership conference in California, details to come.
- Sam and his wife Sharon will be attending the upcoming GALA for RMC.

Shane Clark motioned to accept the Ovation report Jeff McDaniel seconded. There was no discussion, and none opposed.

**XIII. OLD BUSINESS**

Jim Reed questioned if the board needed to reevaluate the asking price of the property that is currently for sale at 2630 Rhea County Hwy. Hoss will reach out to decrease price to \$199,000. Jim Reed made a motion to decrease the price, seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

**XIV. NEW BUSINESS**

Approval of Opioid Abatement Grant purchases in the amount of \$77,204. Purchases to include Pyxis Anesthesia Workstations, \$52,280, Healthsight Diversion Management software billed at \$1,245/month total \$14,940, Conversion of the ER Pyxis station to a profiled unit \$9,984. Jim Reed made a motion to approve seconded by Shane Clark. There was no discussion and none opposed. Motion passed unanimously.

Hoss did present the service agreement to locate and secure federal grants proposal. The board did request that Hoss set up a future date that a representative can attend a board meeting to discuss in detail.

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


- None.

**XVI. ADJOURNMENT**

There being no further business to discuss, a motion was made by Jim Reed and a second was made by Jeff McDaniel to adjourn the meeting at 6:07 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, November 17, 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.

  
Recording Secretary

  
Board Chair

**Rhea County Budget Committee Meeting**  
**September 16, 2025**  
**5:00 p.m.**

**Present:**

Commissioners: Mark Cashman, Emmaly Fisher, Jim Reed and Billy Thedford; also present: County Mayor Jim Vincent, Finance Director Ralph Beck, and Assistant Finance Director Tracy Majewski.

**Minutes:**

Commissioner Cashman made a motion to accept the minutes of July 15<sup>th</sup>, 2025 and August 8, 2025. Commissioner Reed seconded the motion. All were in favor.

**Budget Amendments:**

**101 Amendments:** Budget Amendments 1-31 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendments as presented was made by Commissioner Reed and seconded by Commissioner Fisher. A vote was taken, and all were in favor.

**116 Amendment:** Budget Amendment 1 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Cashman and seconded by Commissioner Reed. A vote was taken, and all were in favor.

**131 Amendments:** Budget Amendments 1-2 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendments as presented was made by Commissioner Reed and seconded by Commissioner Cashman. A vote was taken, and all were in favor.

**141 Amendments:** Budget Amendments 1-7 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendments as presented was made by Commissioner Fisher and seconded by Commissioner Cashman. A vote was taken, and all were in favor.

**Old Business:**

Director Beck informed the budget committee that the IDB Board loan was paid back in full before the year end was closed out.

**New Business:**

- a. Medical Bills - Director Beck informed the committee that he is reviewing medical bills with Attorney Carol Ann Barron do determine if they should be paid.
- b. Veteran Cecil Smith Bridge Signs – Replacement of the Cecil Smith bridge signs were discussed when amendment 101-31 was presented. No further discussion was had.

**Reports:**

Finance Director Beck reviewed the following reports with the Budget Committee:

- a. Reserves
- b. Fiscal Health Metrics
- c. Trustee's Report
- d. Summary of Investments

**Adjournment:**

A motion to adjourn was made by Commissioner Cashman and seconded by Commissioner Reed. All were in favor.

**Rhea County Budget Committee Meeting**  
**October 21, 2025**  
**5:00 p.m.**

**Present:**

Commissioners: Mark Cashman, Emmaly Fisher, Jim Reed and Jacob Ellis; also present: County Mayor Jim Vincent, Finance Director Ralph Beck, and Assistant Finance Director Tracy Majewski. Absent: Billy Thedford.

**Election Of Officers:**

Commissioner Reed make a motion to re-elect Commissioner Thedford as Chairman of the budget committee. This motion was seconded by Commissioner Fisher. A roll call vote was taken and all were in favor.

Commissioner Ellis made a motion to elect Commissioner Fisher as Vice-Chairman of the budget committee. This motion was seconded by Commissioner Reed. A roll call vote was taken and all were in favor.

**Minutes:**

Commissioner Reed made a motion to accept the minutes of September 16, 2025. Commissioner Cashman seconded the motion. All were in favor.

**Budget Amendments:**

**101 Amendments:** Budget Amendments 32 - 41 were presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget amendments as presented was made by Commissioner Cashman and seconded by Commissioner Ellis. A roll call vote was taken, and all were in favor.

**116 Amendment:** Budget Amendment 2 was presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget amendment as presented was made by Commissioner Reed and seconded by Commissioner Ellis. A roll call vote was taken, and all were in favor.

**131 Amendment:** Budget Amendments 3 was presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget

amendment as presented was made by Commissioner Cashman and seconded by Commissioner Reed. A roll call vote was taken, and all were in favor.

**141 Amendments:** Budget Amendments 1-7 was presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget amendments as presented was made by Commissioner Ellis and seconded by Commissioner Cashman. A vote was taken, and all were in favor.

**144 Amendment:** Budget Amendment 1 was presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget amendment as presented was made by Commissioner Cashman and seconded by Commissioner Ellis. A roll call vote was taken, and all were in favor.

**177 Amendment:** Budget Amendment 1 was presented to the Budget Committee by Vice-Chairman Fisher. A motion to approve the budget amendment as presented was made by Commissioner Ellis and seconded by Commissioner Cashman. A roll call vote was taken, and all were in favor.

**Old Business:**

None

**New Business:**

- a. Director Beck presented a letter from the Comptroller's Office dated September 23, 2025 This letter states that Rhea County's 2026 budget has been approved. The letter recommends timely adoption of the budget for the next fiscal year.

**Reports:**

Finance Director Beck reviewed the following reports with the Budget Committee:

- a. Reserves
- b. Fiscal Health Metrics
- c. Trustee's Report
- d. Summary Financial Statement

Mayor Vincent suggested that we might try to pull together a report that compares current year revenues and expenditures to the prior year MTD. Director Beck agreed that he will attempt to get this report.

**Adjournment:**

A motion to adjourn was made by Commissioner Reed and seconded by Commissioner Cashman. All were in favor.

## Purchase and Finance Meeting

October 14, 2025

5:00 p.m.

Commissioners' Present: Nick Welch, Leo Stephens; Phillip Dunn; Also, present were County Executive- Jim Vincent, Director of Schools, Dr. Amy Lonas, and Finance Director, Ralph Beck. Absent was Sandy Francisco

**Election of Officers:** Commissioner Dunn made a motion to retain the same officers as previous term. Commissioner Stephens seconded the motion. A roll call vote was taken, and all members were in favor.

**Previous Minutes:** Mayor Vincent made the motion to accept the minutes as presented. Commissioner Dunn seconded the motion. A vote was taken, and all were in favor.

### **Old Business:**

There was no old business to discuss

### **Bid Specs:**

There were no new bid specs to review.

### **Bid Awards:**

#### Roofing Tourism Building (UT Extension Building) Award Bid

Finance Director Beck reviewed the roofing bids for the UT Extension Building, also referred to as the Tourism Building. The lowest bid was submitted by Genesis Roofing. Commissioner Stephens requested that Maintenance Supervisor Bobby Harris oversee the project. Commissioner Dunn made a motion to accept the lowest bid, and Mayor Vincent seconded the motion. A roll call vote was conducted, and all members approved the decision.

#### Sheriff Uniform Award Bid

Finance Director Beck reviewed the uniform bids for the Sheriff's Department. He also considered the documents submitted by the Sheriff, who recommended accepting the bid from GT Distributors. Commissioner Dunn made a motion to approve GT Distributors' bid, and Commissioner Stephens seconded the motion. A roll call vote was taken, and all members were in favor.

#### Student Transportation Management & Safety Platform Award Bid

Finance Director Beck reviewed the bids for the GPS system for the school system. Beck mentioned that the recommendation to award the bid to Bus Right came from the School Board, Transportation Supervisor Michael Tipton, and Mike Bice, Director of Safety and

Security. Commissioner Welch inquired whether other counties use this software. Dr. Lonas confirmed that they do and noted that the schools had conducted a demonstration of the software. Commissioner Dunn made a motion to award the bid to Bus Right, which Commissioner Stephens seconded. A roll call was conducted, and all were in favor.

#### Weapons Detection System & Safety Platform Award Bid

Finance Director Beck reviewed the bids for the weapons detection system for the school system. After an extensive evaluation of the three leading weapons detection technologies, the School Board recommended awarding the contract to the Evolv Express system. Dr. Lonas noted that while the CEIA OpenGate bid was the lowest, it did not meet the specifications that best fit the needs of the schools.

Mayor Vincent made a motion to award the bid to Evolv Express, and Dr. Lonas seconded the motion. A roll call was conducted, and all members were in favor.

#### Pedestrian Walkway (RCHS)

Finance Director Beck noted that, after extensive research, the pedestrian walkway project was determined to fall below the bid threshold. Three quotes were obtained, and the school board recommends awarding the contract to Casey Custom Docks. Mayor Vincent made a motion to approve the project for Casey Custom Docks, and Commissioner Dunn seconded the motion. A roll call vote was taken, and all members were in favor.

#### **New Business:**

No new business to discuss

#### **Reports:**

Director Beck presented monthly reports to the committee. This included fiscal health metrics, summary financial statement, trustee's report, reserves, and a list of purchase violations.

The Finance Director informed the committee that the Finance Department is still facing issues with several departments not requesting purchase orders before making purchases. Commissioner Welch suggested that Finance Director Beck draft a letter, along with the approved policy, for the committee to sign and send to all department heads as a reminder of the procedures.

#### **Adjournment:**

A motion to adjourn the meeting was made by Commissioner Dunn and seconded by Commissioner Stephens. All were in favor.

**Purchase and Finance Meeting**  
**November 11, 2025**  
**5:00 p.m.**

Commissioners' Present: Nick Welch, Leo Stephens, Phillip Dunn; Also, present were County Executive- Jim Vincent, Director of Schools, Dr. Amy Lonas, and Finance Director, Ralph Beck. Absent was Sandy Francisco

**Previous Minutes:** A vote was taken, and all were in favor.

**Old Business:**

There was no old business to discuss

**Bid Specs:**

**RFP for Managed IT Services**

The Finance Director discussed the specifications for a managed IT service. He expressed a preference for sending out a request for professional services instead of hiring an individual. The cost of hiring an individual would be approximately \$42,000 plus insurance, while an IT company would cost around \$45,000. This was based on 30 users. Dr. Lonas, the Director of Schools, made a motion to approve the bid specifications, which was seconded by Commissioner Dunn. A roll call vote was conducted, and all members approved the decision.

**Time Management System**

Finance Director Beck reviewed the specifications for a time management system. He emphasized that the chosen system must integrate with NextGen and My Benefits Channel. Additionally, he mentioned the need to meet with the Sheriff again to gather his input. Commissioner Dunn made a motion to approve the bid specifications, which was seconded by Commissioner Stephens. A roll call vote was conducted, and all members voted in favor of the motion.

**Roof for Landon's Place**

Finance Director Beck and Maintenance Supervisor Bobby Harris reviewed the roofing specifications for Landon's Place. Commissioner Stephens inquired about the roof's tapering and offered to meet with Supervisor Harris on-site to inspect it. The Commission agreed to adopt the changes suggested by Commissioner Stephens and will give final approval of the bid specifications. A vote was conducted, and all members approved of the suggestions.

**Bid Awards:**

No new bid awards to review.

**New Business:**

**Delaware Park**

Mayor Vincent discussed a Delaware Park grant and a road project that is separate from the grant award. He mentioned that the land purchase of \$913,000 would serve as the "in-kind portion" of the grant, while the matching portion of the grant would be \$587,000, evenly split by Dayton City. He requested that \$300,000 be earmarked from the Hotel-Motel funds for the Delaware Park project.

The commissioners discussed how Chris Sneed's road divides the park. Mayor Vincent stated that Chris Sneed would sign over the road if the county built a new road up to his property line. The Finance Director asked whether it would be possible to secure some type of guarantee or contract to protect the county's interests. Mayor Vincent has spoken with L&J Construction about clearing the road and removing debris for \$10,000.

Mayor Vincent motioned to earmark \$300,000 from the Hotel-Motel reserve, noting that part of the funds would be allocated for engineering. However, no one seconded the motion. After further discussion, Commissioners Stephens and Dunn emphasized the necessity of obtaining an estimate for the road work before proceeding with the project. Also, Dr. Lonas, the Director of Schools, requested time to assess the traffic impact on the school. It was noted that the grant project runs until October 2028 and that Southeastern Development would oversee it. Mayor Vincent will report back to the Purchase and Finance Committee at the December meeting.

**Reports:**

Director Beck presented monthly reports to the committee. This included fiscal health metrics, summary financial statement, trustee's report, reserves, and a list of invoice and purchase order violations.

**Adjournment:**

A motion to adjourn the meeting was made by Commissioner Dunn and seconded by Commissioner Stephens. All were in favor.

**Opioid Meeting**  
**October 21, 2025**  
**4:30 p.m.**

**Commissioners Present:** Leo Stephens, Phillip Dunn, Mark Cashman, County Executive Jim Vincent, and Finance Director Ralph Beck were present.

**Previous Minutes:** Commissioner Dunn made the motion to accept the April 15, 2025, minutes as presented. Commissioner Cashman seconded the motion. A vote was taken, and all were in favor.

**Old Business:** None

**New Business:**

Discuss timing and processing of applications, opioid fund balances, and future allocations

Mayor Vincent inquired about the application process and whether funds are available year-round. Commissioner Dunn explained that the application process must be publicized for a minimum of ten days on both the website and in the newspaper. Applicants are encouraged to request all necessary resources, and the committee will determine what funds to award. All applications should be submitted to Commissioner Stephens for review before being forwarded to Jennifer Tourville and Sarah, who will check them for accuracy. If any issues arise, applicants will have the opportunity to revise and resubmit their applications.

Commissioner Stephens also clarified what is permissible and what is not. He emphasized that applicants must include their budgets along with their applications. Additionally, he mentioned that applications should be submitted six months apart, allowing funds to open twice a year.

Commissioner Cashman suggested that Rhea Medical's application serves as an excellent template for future applications. Finance Director Beck stated he would collaborate with Jennifer and Sarah regarding the applications.

Beck also mentioned that he attended an opioid meeting last month, where it was suggested that the committee responsible for awarding funds should be present at committee meetings to provide quarterly updates on their projects.

Commissioner Stephens emphasized the need to use the original resolution to accept applications until January 31, 2026, with fund awards scheduled for March 2026. The committee agreed that the application process would be advertised on the website and in

the newspaper starting December 17, 2025, allowing applications to be submitted from January 1 to January 31. Additionally, it was decided that the next Opioid Committee meeting would be held on February 10, 2026, at 4:00 PM to review applications.

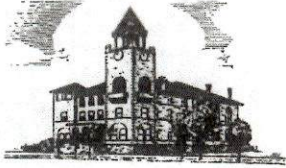
Review/Discuss new applications

In reviewing new applications, Judge Jace Cochran submitted a request for funding to support a new probation officer position dedicated to addressing drug addiction issues. The committee confirmed that resubmission of the application was not necessary, and it will be reviewed during the February 10 meeting.

While Kealoha Ministries was not discussed, its application is also set to be reviewed at the February 10 committee meeting.

**Adjournment:**

A motion to adjourn was made by Commissioner Stephens, seconded by Commissioner Dunn. All were in favor.



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**

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**ORDER APPOINTING COMMISSIONER**


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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

**9. RESOLUTION #25-12-92 DESIGNATE HOLIDAY SCHEDULE FOR 2026**

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #25-12-92 to Designate Holiday Schedule for 2026 and close county offices .Resolution and Exhibit "A" schedule follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**10. RESOLUTION #25-12-93 LEVY A MINERAL SEVERANCE TAX**

Motion Commissioner Thedford, second Commissioner Francisco to approve Resolution #25-12-93 to Levy a Mineral Severance Tax for the benefit of the county road fund to be Administered by the State Department of Revenue. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**11. RESOLUTION #25-12-94 AUTHORIZING THE AMENDMENT TO LEASE AGREEMENT WITH AVALON CENTER**

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #25-12-94 Authorizing the Amendment to Lease Agreement with Avalon Center. Resolution and Agreement follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**12. RESOLUTION #25-12-95 APPROVING REVISED CONTRACT TERMS BETWEEN RHEA COUNTY BOARD OF EDUCATION AND VOLUNTEER ENERGY COOPERATIVE FOR LIGHTING AT THE HIGH SCHOOL FOOTBALL FIELD**

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #25-12-95 Approving Revised Contract Terms Between Rhea County Board of Education and Volunteer Energy Cooperative For Lighting at the High School Football Field. Resolution and copy of contract follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**13. RESOLUTION #25-12-96 COUNTY FLOOD DAMAGE PREVENTION RESOLUTION**

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #25-12-96 County Flood Damage Prevention Resolution. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**14. RESOLUTION #25-12-97 TO APPROVE AGREEMENT BETWEEN OWNER AND ARCHITECT FOR COMMERCIAL DESIGN AND PERMIT SET FOR CONVENIENCE CENTERS**

Motion Commissioner Francisco, second Commissioner Dunn to approve Resolution #25-12-97 Agreement Between Owner and Architect for Commercial Design and Permit Set for Convenience Centers. Resolution and Agreement follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**15. RESOLUTION #25-12-98 TO ALLOCATE THE SUM OF \$155,248.25 FROM NEW TVA IMPACT MONIES FOR IMPROVEMENTS TO CERTAIN COUNTY ROADS**

Motion Commissioner Cashman, second Commissioner Welch to approve Resolution #25-12-98 To Allocate the sum of \$155,248.25 from New TVA Impact Monies for Improvements to certain County roads. Brayton Mountain Road \$25,248.25, Summer's Home Lane and Rogers Road \$60,000.00. Shut-In Gap Road \$70,000.00 for total \$155,248.25. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens MOTION CARRIED AND SO ORDERED

RESOLUTION NO. 25-12-92

**RESOLUTION TO DESIGNATE HOLIDAY SCHEDULE FOR 2026**

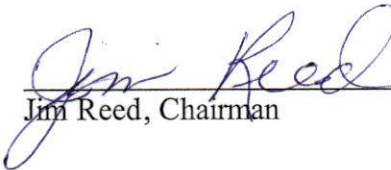
**WHEREAS**, the Rhea County Board of Commissioners has determined that certain days should be set aside in 2026 as holidays and close county offices in observance thereof; and

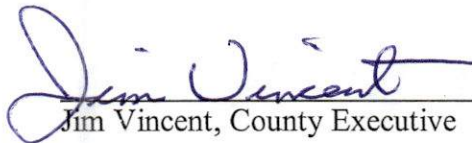
**NOW THEREFORE, BE IT RESOLVED** By the Rhea County Board of Commissioners that:

**SECTION 1.** Rhea County Government shall be closed in observance of the following holiday schedule for 2026 as set forth herein in Exhibit "A".

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this 16 day of December, 2025.

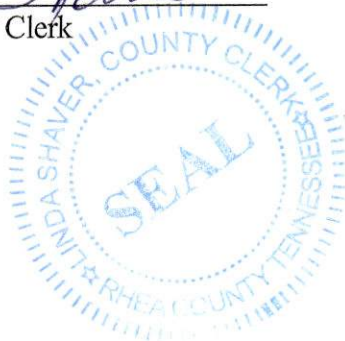
**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**

  
Linda Shaver, County Clerk



## 2026 HOLIDAYS FOR COUNTY EMPLOYEES

NEW YEAR'S DAY\*\*\*\*\*THURSDAY, JANUARY 1<sup>ST</sup>  
FRIDAY, JANUARY 2<sup>ND</sup>

MARTIN LUTHUR KING, JR\*\*\*\*\*MONDAY, JANUARY 19<sup>TH</sup>

PRESIDENTS' DAY\*\*\*\*\*MONDAY, FEBRUARY 16<sup>TH</sup>

GOOD FRIDAY\*\*\*\*\*FRIDAY, APRIL 3<sup>RD</sup>

MEMORIAL DAY\*\*\*\*\*MONDAY, MAY 25<sup>TH</sup>

JUNETEENTH\*\*\*\*\*FRIDAY, JUNE 19<sup>TH</sup>

INDEPENDENCE DAY\*\*\*\*\*FRIDAY, JULY 3<sup>RD</sup>

LABOR DAY\*\*\*\*\*MONDAY, SEPTEMBER 7<sup>TH</sup>

COLUMBUS DAY\*\*\*\*\*MONDAY, OCTOBER 12<sup>TH</sup>

VETERANS' DAY\*\*\*\*\*TUESDAY, NOVEMBER 11<sup>TH</sup>

THANKSGIVING DAY\*\*\*\*\*THURSDAY, NOVEMBER 26<sup>TH</sup>  
DAY AFTER THANKSGIVING\*\*\*\*\*FRIDAY, NOVEMBER 27<sup>TH</sup>

CHRISTMAS EVE\*\*\*\*\*THURSDAY, DECEMBER 24<sup>TH</sup>  
CHRISTMAS DAY \*\*\*\*\*FRIDAY, DECEMBER 25<sup>TH</sup>

RESOLUTION NO. 25-12-93

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.

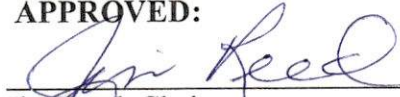
**SECTION 3.** The Mineral Severance Tax of Rhea County, shall be collected by the state Department of Revenue in accordance with the rules and regulations promulgated by the Department of Revenue.

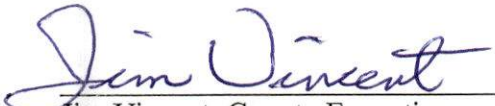
**SECTION 4.** A certified copy of this Resolution shall be transmitted immediately upon its passage to the Office of the Secretary of State and to the Department of Revenue of the State of Tennessee by the County Clerk and shall be spread upon the minutes of the county legislative body.

**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 16 day of December, 2025.

**APPROVED:**

  
Jim Reed, Chairman

  
Jim Vincent, County Executive

**ATTEST:**

  
Linda Shaver, County Clerk



RESOLUTION 25-12-94

**RESOLUTION AUTHORIZING THE AMENDMENT  
TO LEASE AGREEMENT WITH AVALON CENTER**

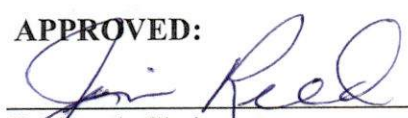
**WHEREAS**, the Rhea County Board of Commissioners authorized and entered into a Lease Agreement dated February 23, 2024 with Avalon Center for office space, located at 164 Walnut Grove Church Road, Dayton, Tennessee 37321 (the "Office"); and

**WHEREAS**, the Rhea County Board of Commissioners finds that the public good will be served by entering into an Amendment to the Lease Agreement to change the location of the Avalon Center office space to 375 Church Street, Suite #112, Dayton, Tennessee, with all other terms of the Original Lease dated February 23, 2024 to remain the same, as set forth in Exhibit "A," attached herewith; and

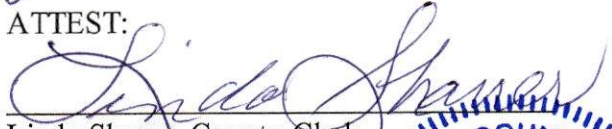
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF RHEA COUNTY, TENNESSEE:**

That the Rhea County Board of Commissioners hereby authorizes and approves the Amendment to the Lease Agreement with Avalon Center to change the location of their office space to 375 Church Street, Suite #112, Dayton, Tennessee with all other terms of the Original Lease dated February 23, 2024 to remain the same, as set forth in Exhibit "A," attached herewith.

Duly passed and approved this 16 day of December, 2025.

**APPROVED:**  
  
\_\_\_\_\_  
Jim Reed, Chairman

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

**ATTEST:**  
  
\_\_\_\_\_  
Linda Shaver, County Clerk



LEASE AGREEMENT

RHEA COUNTY TO AVALON CENTER

THE PARTIES. This Lease Agreement agreed on the 23rd day of February, 2024 is between:

The Lessor is known as Rhea County, Tennessee, a political subdivision of the State of Tennessee with a mailing address of 1475 Market Street, Suite 200, Dayton, Tennessee 37321, hereinafter referred to as the "Lessor."

The Lessee is a business entity known as AVALON CENTER with a mailing address of 190 Tenth St. Crossville TN 38505 hereinafter referred to as the (Lessee)."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee a portion of the office space located at 164 Walnut Grove Church Road, Dayton, Tennessee 37321. Lessee acknowledges that the office space is presently and may continue to be occupied by the 12<sup>th</sup> Judicial District Children's Advocacy Center and Lessee may only occupy that portion of the premises as mutually agreed upon and hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on the 23rd day of Feb, 2024 and expire at Midnight on the 28<sup>th</sup> day of February 2025 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$1.00 for the first year of this Lease Agreement hereinafter referred to as the "Rent" and shall be annually.

RENT PAYMENT. The Rent shall be paid under the following instructions: Rent shall be paid by the Lessee to the Lessor on an annual basis beginning Feb, 2024 and each year thereafter during the Lease Term.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0.00 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. All renewal periods will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described, except that Rent will be negotiated with each renewal period:

#### RENEWAL PERIODS

The first (1st) renewal period shall begin on the 1st day of March 2024 and end on the 28th day of February 2025 with the amount of Rent to be negotiated.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

The Lessee shall maintain, at their expense, a policy of Commercial General Liability insurance covering claims for third-party bodily injury, third-party property damage, etc. in the amount of \$1 Million Dollars per occurrence including a special endorsement to include Rhea County, Tennessee as an additional insured. The Lessee shall have the sole responsibility to provide or maintain personal liability or property damage insurance as a lessee on their own personal property.

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the

type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in this Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**SALE OF PROPERTY.** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

**INSURANCE.** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**LESSEE'S DEFAULT AND POSSESSION.** In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property.

Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If

said duties or obligations have not been cured within 15 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall: Space is in donation to entity.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in

violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

**SIGNAGE.** Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

**PETS.** No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

**AMERICANS WITH DISABILITY ACT.** Per 42 U.S. code 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

**RIGHT OF ENTRY.** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

**ESTOPPEL CERTIFICATE.** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any

other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Tennessee.

NOTICES. Notices shall be addressed to the following:

Lessor:

Rhea County, Tennessee  
1475 Market Street, Suite 200  
Dayton, Tennessee, 37321

Lessee:

AVALON CENTER  
Crossville, Tennessee, 38555  
196 Tenth Street

ADDITIONAL TERMS AND CONDITIONS. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BNDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR:

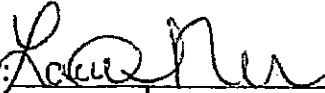
RHEA COUNTY, TENNESSEE

By: Jim Vincent  
JIM VINCENT, COUNTY EXECUTIVE

DATE: 2-23-24

LESSEE:

AVALON CENTER

By:   
Print Name: Lacie Norris  
Title: Director of Client Services

DATE: 2/28/24

RESOLUTION NO. 25-12-95

**RESOLUTION APPROVING REVISED CONTRACT TERMS BETWEEN RHEA COUNTY BOARD OF EDUCATION AND VOLUNTEER ENERGY COOPERATIVE FOR LIGHTING AT THE HIGH SCHOOL FOOTBALL FIELD**

**WHEREAS**, the Rhea County Board of Commissioners has previously approved a Contract between Rhea County Board of Education and Volunteer Energy Cooperative for replacing incandescent bulbs with LED bulbs for a cost of \$376,500.00; and

**WHEREAS**, the costs totaling \$376,500.00 may be paid, interest free, through the monthly Volunteer Electric utility bill, at the rate of \$3,137.50 per month for a period of 120 months; and

**WHEREAS**, the State of Tennessee Office of the Comptroller has indicated that this must be shown on financial statements as debt to Rhea County; 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 these Revised Contract terms between Rhea County Board of Education and Volunteer Energy Cooperative; and


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

**SECTION 1:** That the Revised Contract terms between Rhea County Board of Education and Volunteer Energy Cooperative for lighting at the High School Football field, 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 16 day of December, 2025.

**APPROVED:**

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

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

ATTEST:

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





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:

<b>BENTON</b> PO Box 690 Benton 37307 423 338 2569	<b>BYRDSTOWN</b> PO Box 9 Byrdstown 38549 931 854 3695	<b>CLEVELAND</b> PO Box 2578 Cleveland, 37326 423 476 6571	<b>CROSSVILLE</b> PO Box 609 Crossville 38557 931 484 3527	<b>DECATUR</b> PO Box 1183 Decatur 37322 423 334 5771	<b>GEORGETOWN</b> PO Box 1 Georgetown 37336 423 344 4387	<b>JAMESTOWN</b> PO Box 1490 Jamestown 38556 931 679 5853	<b>MONTEREY</b> PO Box 67 Monterey 38574 931 879 2217	<b>SPRING CITY</b> PO Box 177 Spring City 37381 423 865 5270
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**VOLUNTEER ENERGY COOPERATIVE**  
**LIGHTING CONTRACT FOR COMMERCIAL AND INDUSTRIAL**

THIS CONTRACT made January 31, 2025 between Rhea County Board of Education

Mailing Address            **836 Eagle Lane Suite 104**  
    **Evensville, TN 37332**

Billing Address            **375 Church Street Suite 200**  
    **Dayton, TN 37321**

hereinafter called the "Consumer", and Volunteer Energy Cooperative (hereafter called the "Cooperative"), with principal offices at Decatur, Tennessee

WHEREAS the Cooperative has agreed to install LED Football Field and Track outdoor lighting system comprised of 4 steel poles and 88 - 1,500 watt lights at the Rhea County High School Football field and track for the Consumer's use and benefit under the following terms and conditions:

**(1) Service Characteristics**

- a. Service hereunder may be alternating current, single phase or three-phase, two-wire, three-wire, or four-wire, sixty hertz. System voltage shall not exceed 600 volts nominal.
- b. The Consumer shall not sell electric power and energy purchased hereunder.

**(2) Lighting System Characteristics**

- a. The Cooperative will design, at no cost to the Consumer, the outdoor lighting system to meet the Consumer's need.
- b. The Cooperative will provide and install the outdoor lighting system. Installation of the lighting system will be coordinated with other construction as applicable. The conduit installation, including the trench and the pole foundations, if applicable, are to be provided by the Cooperative.

**(3) Lighting System Maintenance**

- a. The Cooperative will replace, at cost to the Consumer, any of the lighting system equipment that fails due to normal wear, including lamps, fixtures, poles and wiring. The Cooperative's agents and employees shall have free ingress and egress on Consumer's property as necessary to provide maintenance to the outdoor lighting system. When possible, maintenance shall occur at mutually agreed upon times.
- b. The Consumer will be billed monthly the Cooperative's costs, including appropriate overheads, of replacements or excessive maintenance resulting from acts of vandalism, theft, etc. Such charges will be in addition to all other charges provided for in this contract.

**(4) Payment**

- a. Attached hereto and made a part of this Contract is a currently effective Outdoor Lighting Rate Schedule LS applicable to consumers of the same class as Consumer and the service provided hereunder shall be purchased and paid for by the Consumer according to the provisions of said rate schedule and any modified or replaced rate schedules which from time to time are entered into between the Cooperative and TVA.
- b. Pursuant to the Outdoor Lighting Rate-Schedule LS and the outdoor lighting service policy for commercial and industrial consumers duly adopted by the Cooperative's Board of Directors, consumer shall pay monthly a customer charge and an energy charge.
- c. The monthly customer charge will be as applicable from Outdoor Lighting Rate Schedule LS.
- d. The monthly facilities charge will be \$3,137.50 per month for 120 months.
- e. The monthly energy charge will be the kWh consumed by the outdoor lighting system multiplied by the energy charge applicable in Part A of Outdoor Lighting Rate-Schedule LS.

**(5) Term**

This contract shall become effective on the date first above written and shall remain in effect until ten years following the start of the initial billing period.

**(6) Membership**

The Consumer shall become a member of the Cooperative, shall pay the membership fee and be bound by the attached Rate Schedule, Rules and Regulations, and By-laws of the Cooperative, including any amendments thereto.

(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 John Hester Director of Schools

By Don Corbin

VEC 121 L  
Revised 04/30/01

Page 2 of 2

TR Beal, Finance Director

RESOLUTION NO. 25-12-96

**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 Commision, 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 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:

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" × 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 the 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 **\$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;

- 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 **November 28, 2025**, the public welfare demanding it.

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

12/16/25  
Date

Jim Vincent  
Mayor of Rhea County, Tennessee

Attest: Linda Shaver  
County Clerk



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

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

RESOLUTION NO. 25-12-97

**RESOLUTION TO APPROVE AGREEMENT BETWEEN OWNER AND ARCHITECT FOR COMMERCIAL DESIGN AND PERMIT SET FOR CONVENIENCE CENTERS**

**WHEREAS**, the Rhea County Legislative Body deems it valuable to the citizens and residents of Rhea County to have an Architectural Design firm to produce a sealed set of Architectural Construction Documents for Convenience Centers; and

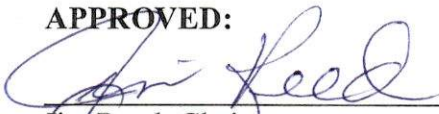
**WHEREAS**, the Rhea County Legislative Body desires to retain Jessica Aubert of Studio 323 Architecture and Design to perform these services; and


**WHEREAS**, the firm of Studio 323 Architecture and Design provides these services and has provided an Agreement for Commercial Design and Permit Set which includes the scope of services and payment terms and conditions in the amount of \$5,260.00 and is attached herewith as "Exhibit "A"; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize the Agreement between Owner and Architect for Commercial Design and Permit Set with Jessica Aubert of Studio 323 Architecture and Design to produce a sealed set of Architectural Construction Documents for Rhea County Convenience Centers for the sum \$5,260.00 as set forth in Exhibit "A" attached herewith.

**PASSED AND ADOPTED** by the Board of Commissioners of the County of Rhea, State of Tennessee, this 16 day of December, 2025.

**APPROVED:**

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

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

**ATTEST:**

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



# COMMERCIAL DESIGN AGREEMENT

November 26<sup>th</sup>, 2025  
Rhea County Convenience Center  
Jim Vincent, County Mayor

## AGREEMENT BETWEEN OWNER AND ARCHITECT FOR COMMERCIAL DESIGN AND PERMIT SET

AGREEMENT made on this 26<sup>th</sup> 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 27<sup>th</sup>, 2025

Planned Completion Date: December 9<sup>th</sup>, 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

**STUDIO 323**  
Architecture · LEED Consulting

# COMMERCIAL DESIGN AGREEMENT

November 26<sup>th</sup>, 2025  
Rhea County Convenience Center  
Jim Vincent, County Mayor

## 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 26<sup>th</sup>, 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.

COMMERCIAL DESIGN AGREEMENT

November 26<sup>th</sup>, 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.

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Owner (Signature)

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Owner (Printed Name and Title)

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Architect (Signature)

Jessica Aubert, Owner, Studio 323 Architecture and Design

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Architect (Printed Name and Title)



**16. RESOLUTION #25-12-99 ALLOCATE \$316,689.78 FROM HOTEL/MOTEL RESERVE ACCOUNT TO PROVIDE THE MATCHING FUNDS TO CONSTRUCT THE RHEA COUNTY ABEL SPORTS COMPLEX SOCCER FIELDS**

Motion Commissioner Dunn, second Commissioner Welch to approve Resolution 25-12-99 To Allocate \$316,689.78 from Hotel/Motel Reserve Account to Provide the Matching Funds To Construct the Rhea County Abel Sports Complex Soccer Fields.

Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

**17. NOTARY PUBLIC AND APPROVE BOND**

Motion Commissioner Fisher, second Commissioner Dunn to approve the following to be A notary public and approve their bond.

HAILEY GROSS, JAMIE JOHNSON, JONATHAN COMPTON, WENDY ERIN HEALD

VOTED: AYE: ALL NAY: NONE ABSENT: Stephens

MOTION CARRIED AND SO ORDERED

RESOLUTION NO. 25-12-99

**RESOLUTION TO ALLOCATE \$316,689.78 FROM THE HOTEL MOTEL RESERVE ACCOUNT TO PROVIDE THE MATCHING FUNDS TO CONSTRUCT THE RHEA COUNTY ABEL SPORTS COMPLEX SOCCER FIELDS**

**WHEREAS**, the Rhea County Legislative Body has previously approved a Grant Contract between the State of Tennessee, Department of Environment and Conservation and Rhea County for the provision of 2023 Local Parks and Recreation Fund (LPRF) Rhea County Abel Sports Complex; and

**WHEREAS**, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding from the Hotel Motel Tax Reserve Account in the amount of \$316,689.78 to provide the matching funds to construct the Rhea County Abel Sports Complex Soccer Fields; and

**WHEREAS**, the Legislative Body has determined that this project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

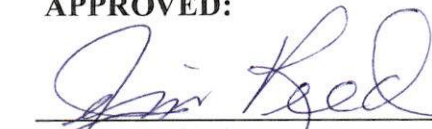
**WHEREAS**, the Legislative Body has determined that this project meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

**WHEREAS**, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

**NOW THEREFORE, BE IT RESOLVED**, by the Legislative Body of Rhea County, Tennessee, that the sum of \$316,689.78 shall be allocated from the Hotel Motel Reserve Account to be used to construct the Rhea County Abel Sports Complex Soccer Fields.

Duly passed and approved this 16 day of December, 2025

**APPROVED:**

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

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

**ATTEST:**

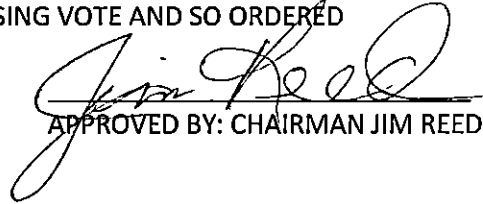
  
\_\_\_\_\_  
Linda Shaver, County Clerk



**ADJOURNMENT**

Motion Commissioner Fisher, second Commissioner Cashman that the meeting of the Commission adjourn.

MOTION CARRIED BY RISING VOTE AND SO ORDERED



A handwritten signature in cursive script, appearing to read "Jim Reed", is written over a horizontal line. The signature is fluid and stylized, with a large initial "J" and "R".

APPROVED BY: CHAIRMAN JIM REED