

**AGENDA**  
**RHEA COUNTY COMMISSION MEETING**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, MARHC 17<sup>TH</sup>, 2026, 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, January and February
    - b. Rhea County Budget Committee, November, December, and January
  - C. Consider Resolution To Allocate The Sum Of \$15,000.00 From Hotel Motel Tax Fund To The Rhea County Fair Association To Co-Sponsor The 2026 Rodeo. -Phillip Dunn
  - D. Consider Resolution Approving Modification Of Agreement In Connection With The Morgantown Community Park And Playground Project Financed Through A Three Star Grant

Program TO Remove Pickleball Courts And TO Install Soccer Fields. -Tourism Director

- E. Consider Resolution To Allocate The Sum Of \$648.95 From The Hotel Motel Tax Fund To The Graysville Community Garden. -Tourism Director
- F. Consider Resolution To Allocate The Sum Of \$12,225.00 From The Hotel Motel Tax Fund To The Tennessee 250<sup>th</sup> Bash. - Tourism Director
- G. Consider Resolution Authorizing County Executive TO Sign A Proposal With Tennessee Department Of Transportation For Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003, 72LCIT-F3-003, 72LCIT-F2-003M72LCIT-F1-003. - Jim Vincent
- H. Consider Resolution To Re-Appoint A Member To Serve On The Hospital Board As A Director For Rhea Medical Center. - Jim Vincent
- I. Consider Resolution Of Rhea County, Tennessee, To Authorize Cooperative Purchasing Agreements For The Use And Benefit Of All County Departments. -Finance Department
- J. Consider Resolution To Declare Outdated Equipment No Longer Used By Rhea County Solid Waste As Surplus And TO Sell, Salvage, Or Dispose Of In An Appropriate Manner. -Jim Vincent
- K. Consider Resolution To Establish And Maintain Two Separate And Distinct Funds For The Allocation And Use Of Proceeds From The Hotel/Motel (Occupancy) Privilege Tax. -Jim Reed
- L. Read into the minutes Audit Committee Report. -Jim Reed
- M. Consider Surplus Of A Firetruck By Sealed Bid. -EMA Director
- N. Consider Updated County Road List. -Highway Department

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

# **RHEA COUNTY REGIONAL PLANNING COMMISSION**

## **Regular Called Meeting**

**Tuesday, January 27, 2026 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, Rick Wilkey*

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

*Approved as presented. Motion by Shane Clark, seconded by Tommy Snyder 7-0*

### **C. NEW BUSINESS**

1. Phillips-Lobach Lot Line Adjustment – Final Plat (Nic Barnes Surveying)

*Refer to staff for signatures. Motion by Tommy Snyder, seconded by Rick Wilkey 7-0*

2. Elisa Holder, 3-Lot S/D w/Easement – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. New noted Plat. Motion by Billy Thedford, seconded by Rick Wilkey. 7-0*

3. Release of Dill-Thurman Certified Check for \$191,000 for Completed Waterline/Hydrants in 9-Lot S/  
*Proper paperwork has been presented. Certified job complete. Motion by Jeff McDaniel, second by Tommy Snyder 7-0*

4. Election of Planning Commission Officers: Chair, Vice-Chair, & Secretary

*Jim Reed - Chairman*

*Jeff McDaniel - Vice Chairman*

*Teresa Congiolo - Secretary*

*Motion by Billy Thedford, seconded by Shane Clark. 7-0*

5. Any Properly Presented New Business

### **D. OLD BUSINESS**

1. Thomas Shipley Heirs / Kenneth Shipley, 2-Lot S/D – Final Plat (Dock Smith Surveying)

*Table until next month. Motion by Shane Clark, second by Tommy Snyder: 7-0*

2. Any Properly Presented Old Business

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

### **F. ADJOURNMENT**

**NEXT REGULAR SCHEDULED MEETING: Tuesday, February 24, 2026, at 5:30pm**

**Plats will be due by 12:00 noon on Tuesday, February 10, 2026**

**RHEA COUNTY REGIONAL PLANNING COMMISSION**  
**REGULAR CALLED MEETING**  
**Tuesday, February 24, 2026 5:30 P.M.**

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

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

*Jim Reed, Jeff McDaniel, Teresa Congiolo, Tommy Snyder, Billy Thedford, Chad Reese SETD*

**B. READING AND APPROVAL OF MINUTES – Tuesday, January 27, 2026**

*Approved as presented. Motion by Billy Thedford, second by Tommy Snyder: 5-0*

**C. NEW BUSINESS**

1. William Hensley 1-Lot S/D – Final Plat (Boynton Surveying)

*Refer to staff for signatures. Motion by Billy Thedford, seconded by Tommy Snyder: 5-0*

2. Blu Sky Mountains 3-Lot S/D – Final Plat (Tennessee Land Development Services)

*Table until next month. Motion by Billy Thedford, seconded by Jeff McDaniel 5-0*

3. Fox/Jewell/Daniel 2-Lot S/D & Line Abandonment – Final Plat (Nic Barnes Surveying)

*Refer to staff for signatures. Motion by Jeff McDaniel, seconded by Tommy Snyder: 5-0*

4. Michael Cobb Lot Line Adjustment – Final Plat (3D Land Surveying)

*Approved as presented, with variance for lot size, being 14,750 square feet, larger than the previously approved lot. Motion by Billy Thedford, second by Jeff McDaniel. 5-0*

5. Earl Rogers Lot Addition – Final Plat (Dock Smith Surveying)

*Refer to staff for signatures. Motion by Tommy Snyder, seconded by Billy Thedford. 5-0*

6. Any Properly Presented New Business

**D. OLD BUSINESS**

1. Thomas Shipley Heirs / Kenneth Shipley, 2-Lot S/D – Final Plat (Dock Smith Surveying)

*Table until next month. Motion by Jeff McDaniel, seconded by Billy Thedford. 5-0*

2. Any Properly Presented Old Business

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

**F. ADJOURNMENT**

**NEXT REGULAR SCHEDULED MEETING:** Tuesday, March 24, 2026, at 5:30pm  
Plats will be due by 12:00 noon on Tuesday, March 10, 2026

**Rhea County Budget Committee Meeting**  
**November 18, 2025**  
**5:00 p.m.**

**Present:**

Commissioners: Billy Thedford, 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.

**Minutes:**

Commissioner Reed made a motion to accept the minutes of October 21, 2025. Commissioner Fisher seconded the motion. All were in favor.

**Budget Amendments:**

**101 Amendments:** Budget Amendments 42 - 52 were 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 Ellis. A roll call vote was taken, and all were in favor.

**116 Amendment:** Budget Amendment 3 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Fisher and seconded by Commissioner Cashman. A roll call vote was taken, and all were in favor.

**141 Amendment:** Budget Amendment 10 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Fisher and seconded by Commissioner Reed. A vote was taken, and all were in favor.

**Old Business:**

None

**New Business:**

Sheriff's Dept. Maintenance: The Sheriff's Department maintenance expenses were discussed. Currently they are coming out of the maintenance budget and causing the maintenance budget to be out of line.

A motion was made by Commissioner Cashman to set up a maintenance line in the Sheriff's budget to be funded by the Sheriff's Reserves and that all prior expenditures for the fiscal year 2026 are to be reallocated to the Sheriff's maintenance line. This motion was seconded by Commissioner Reed. A roll call vote was taken and all were in favor.

**Reports:**

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

- a. Fiscal Health Metrics
- b. Summary Financial Statement (Oct. 2025 and Oct 2024 for Comparison)
- c. Trustee's Report
- d. Reserves

**Adjournment:**

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

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

**Present:**

Commissioners: Billy Thedford, 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.

**Minutes:**

Commissioner Cashman made a motion to accept the minutes of November 19, 2025. Commissioner Ellis seconded the motion. All were in favor.

**Budget Amendments:**

**101 Amendments:** Budget Amendments 53 - 60 were 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 roll call vote was taken, and all were in favor.

**131 Amendment:** Budget Amendment 4 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Fisher and seconded by Commissioner Ellis. A roll call vote was taken, and all were in favor.

**141 Amendment:** Budget Amendment 11 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Fisher and seconded by Commissioner Cashman. A vote was taken, and all were in favor.

**144 Amendment:** Budget Amendment 2 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 Ellis. A vote was taken, and all were in favor.

**Old Business:**

None

**New Business:**

- a. EMA and Fire Personnel Changes – EMA Director and Finance Director Beck presented a plan to change positions and salaries for Kyle Argo and Kenneth Riley. The plan would name Kyle Argo as EMA Assistant Director and Kenneth Riley as Chief Deputy of Fire Prevention. The salary for both men would be set at \$52,272. It was noted that Assistant Director Argo’s pay would be covered by a grant and that his pay and some of his benefits would be covered up to the grant amount. A motion to approve the plan as presented was made by Commissioner Cashman and seconded by Commissioner Ellis. A roll call vote was taken and all were in favor.
- b. EMA Director Harrison discussed how he is scheduling his part-time employees. He said that he is trying to make sure that he always has two people on night shift at the Evensville Station. Based on his current budget in the part-time line, he believes that he will have the funds to staff the fire hall appropriately for the remainder of the year.
- c. Distribution Point – Walden’s Ridge – Ema Director Harrison and Commissioner Cashman discussed the purchase of a shipping container to be placed at Walden’s Ridge Community Center. The shipping container will serve as a distribution point for supplies in the event of a disaster. This location was determined to be best location on Dayton Mountain for this type of activity / facility. Prices for these shipping containers vary. Three suppliers were quoted and prices ranged from \$3,200 for a 20 ft. container to \$4,995 for a 40 ft. container. A motion was made by Commissioner Reed to allow up to \$5,000 from the TVA Impact fund to purchase a shipping container. The motion was seconded by Commissioner Cashman. A roll call vote was taken and all were in favor.

**Reports:**

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

- a. Fiscal Health Metrics
- b. Summary Financial Statement (Oct. 2025 and Oct 2024 for Comparison)

- c. Trustee's Report
- d. Reserves

**Adjournment:**

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

**Rhea County Budget Committee Meeting**  
**January 20, 2026**  
**5:00 p.m.**

**Present:**

Commissioners: Billy Thedford, 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.

**Minutes:**

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

**Budget Amendments:**

**101 Amendments:** Budget Amendments 61-64 were presented to the Budget Committee by Chairman Thedford. 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 4 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Ellis and seconded by Commissioner Reed. A roll call vote was taken, and all were in favor.

**131 Amendment:** Budget Amendment 5 was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendment as presented was made by Commissioner Fisher and seconded by Commissioner Cashman. A roll call vote was taken, and all were in favor.

**141 Amendment:** Budget Amendment 11 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 Ellis. A vote was taken, and all were in favor.

**Old Business:**

None

**New Business:**

Director Beck presented the Budget Calander to the budget committee. A motion to approve the budget and pass it on to the full Commission was made by Commissioner Reed. This motion was seconded by Commissioner Cashman. A vote was taken and all were in favor.

**Reports:**

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

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

Alex Fine, Director of Tourism, gave a report on the causes of the decrease of the county's Hotel/Motel tax revenue. Director Fine spoke with Linda Shaver who confirmed that the revenue is down from previous years. Director Fine also spoke with the local hotel motel owners and they all confirmed that their business is down considerably since 2023 and 2024.

To follow up even further, Director Fine contacted Brent Lambert, our regional tourism coordinator. He said that statewide, economy and midscale hotels are down 4% year-over-year and that the economy itself is down 5.5% He stated that 5 of our 11 hotels are economy and that 3 of our hotels are midscale. A full written report has been attached to the meeting agenda.

**Adjournment:**

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

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

**RESOLUTION TO ALLOCATE THE SUM OF \$15,000.00 FROM THE HOTEL MOTEL TAX FUND TO THE RHEA COUNTY FAIR ASSOCIATION TO CO-SPONSOR THE 2026 RODEO**

**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 Fund in the amount of \$15,000.00 to the Rhea County Fair Association to co-sponsor the 2026 Rodeo; 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 \$15,000.00 shall be allocated from the Hotel Motel Tax Fund to the Rhea County Fair Association to co-sponsor the 2026 Rodeo.

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

**APPROVED:**

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

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

ATTEST:

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

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

**RESOLUTION APPROVING MODIFICATION OF AGREEMENT IN CONNECTION WITH THE MORGANTOWN COMMUNITY PARK AND PLAYGROUND PROJECT FINANCED THROUGH A THREE STAR GRANT PROGRAM TO REMOVE PICKLEBALL COURTS AND TO INSTALL SOCCER FIELDS**

**WHEREAS**, the Rhea County Legislative body has previously approved an Agreement in connection with the Morgantown Community Park and Playground Project being financed through a Three Star Grant Program from the Tennessee Department of Economic and Community Development; and

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

**WHEREAS**, the Rhea County Legislative Board wishes to modify the Agreement as to the facilities to remove the Pickleball Courts and to install Soccer fields; and

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

**SECTION 1:** That the Agreement in connection with the Morgantown Community Park and Playground Project financed through a Three Star Grant Program shall be modified as to facilities to remove the Pickleball Courts and to install Soccer fields.

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

**APPROVED:**

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

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

ATTEST:

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



## GRANT AMENDMENT

<b>Agency Tracking #</b> 33007-03526	<b>Edison ID</b> PO 17156	<b>Contract #</b> PO 17156	<b>Amendment #</b> 1
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<b>Contractor Legal Entity Name</b> Rhea County	<b>Edison Vendor ID</b> 2742
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**Amendment Purpose & Effect(s)**

Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A, attached hereto.

Scope Revision – Threestar

**Amendment Changes Contract End Date:**     YES     NO    **End Date:**    10/26/2028

**TOTAL Contract Amount INCREASE or DECREASE per this Amendment** (zero if N/A): **\$0.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$150,000.00				\$150,000.00
<b>TOTAL:</b>	<b>\$150,000.00</b>				<b>\$150,000.00</b>

<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE</i></p>	
<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)	

**AMENDMENT 1  
OF GRANT CONTRACT PO 17156**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT**, hereinafter referred to as the "State" and **RHEA COUNTY**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment A is deleted in its entirety and replaced with the new Attachment A, attached hereto.

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

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

IN WITNESS WHEREOF,

RHEA COUNTY GOVERNMENT:

*Jim Vincent*

*2-25-26*

GRANTEE SIGNATURE

DATE

JIM VINCENT, COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER

DATE

## ATTACHMENT A

## DETAILED SCOPE OF SERVICES

Category	Detail
Community Development	The grantee shall utilize grant funding for the Morgantown Community Park and Playground Project. The improvements to the park and playground shall include site prep work, pathways, drainage and utilities. Grant funds shall also be utilized for, but not limited to, basketball and soccer fields, a walking track, playground surface, playground equipment, signage, benches, and trash receptacles.

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

**RESOLUTION TO ALLOCATE THE SUM OF \$648.95 FROM THE HOTEL MOTEL TAX FUND TO THE GRAYSVILLE COMMUNITY GARDEN**

**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 Fund in the amount of \$648.95 to fund the Graysville Community Garden; 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 of which the Commissioners have discretionary spending; 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 \$648.95 shall be allocated from the Hotel Motel Tax Fund of which the Commissioners have discretionary spending to fund the Graysville Community Garden.

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

**APPROVED:**

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

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

ATTEST:

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

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

**RESOLUTION TO ALLOCATE THE SUM OF \$12,225.00 FROM THE  
HOTEL MOTEL TAX FUND TO THE TENNESSEE 250TH BASH**

**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 Fund in the amount of \$12,225.00 to fund the Tennessee 250th Bash; 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 \$12,225.00 shall be allocated from the Hotel Motel Tax Fund to fund the Tennessee 250th Bash.

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

**APPROVED:**

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

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

ATTEST:

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

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

**RESOLUTION AUTHORIZING COUNTY EXECUTIVE TO SIGN A PROPOSAL  
WITH TENNESSE DEPARTMENT OF TRANSPORTATION FOR FEDERAL  
PROJECT NO. BRZ-7200(36), STATE PROJECT NO. 72LCIT-F0-003,72LCIT-F3-003,  
72LCIT-F2-003M72LCIT-F1-003**

**WHEREAS**, Rhea County desires to authorize the County Executive to sign a Proposal with the Tennessee Department of Transportation for Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003,72LCIT-F3-003, 72LCIT-F2-003M72LCIT-F1-00, that is described as Harrison Avenue, Bridge over Roaring Creek, LM 0.72 in Graysville; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize the County Executive to be authorized to sign a Proposal with the Tennessee Department of Transportation for Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003,72LCIT-F3-003, 72LCIT-F2-003M72LCIT-F1-00, that is described as Harrison Avenue, Bridge over Roaring Creek, LM 0.72 in Graysville.

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

**APPROVED:**

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

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

ATTEST:

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



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

REGION 2 RIGHT OF WAY  
7512 VOLKSWAGEN DRIVE  
CHATTANOOGA, TN 37416  
(423) 892-3430

WILL REID  
COMMISSIONER OF TRANSPORTATION

BILL LEE  
GOVERNOR

DATE: FEBRUARY 20, 2026

Jim Vincent, County Executive  
Rhea County  
1475 Market St. Suite 301  
Dayton, TN 37321

RE: **Proposal for Acceptance**  
STATE PROJ. #: **72LCIT-F0-003, 72LCIT-F1-003, 72LCIT-F2-003,  
72LCIT-F3-003**  
FED PROJ. #: **BRZ-7200(36)**  
COUNTY(s) **Rhea**  
PIN #: **124103.00**  
DESCRIPTION: **Harrison Avenue, Bridge over Roaring Creek, LM 0.72  
in Graysville (IA)**

Dear Jim Vincent:

Enclosed you will find an original and two (2) copies of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, two (2) copies of the proposals should be returned to me, each accompanied by a **certified copy** of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly **recorded**. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order not to delay the project from being let to contract as scheduled. If you have any questions or anticipate any delay in the acceptance of the proposal, please feel free to call me.

Sincerely yours,

TDOT Regional ROW Manager  
Phone: 423-510-1238

Enclosures: Proposals (Originals & 2 copies)  
Sample Resolution  
Plans

STATE OF TENNESSEE

COUNTY \_\_\_\_\_

\_\_\_\_\_ Date

RHEA COUNTY COUNCIL MEMBERS

RESOLUTION

No. \_\_\_\_\_

Authorization for the Mayor of \_\_\_\_\_ to sign a Proposal with Tennessee Department of Transportation For Project No. \_\_\_\_\_

NOW, THEREFORE BE IT RESOLVED by the Legislative Body of the City of \_\_\_\_\_ meeting in regular session this \_\_\_\_th day of \_\_\_\_\_, 20\_\_ that the Mayor be authorized to sign a Proposal with the Tennessee Department of Transportation for the road improvement project.

We, the undersigned City Council members, move the adoption of the above Resolution.

Councilmember \_\_\_\_\_ moved to adopt the resolution.

Councilmember \_\_\_\_\_ seconded the motion.

Voting in Favor \_\_\_\_\_ Voting Against \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor, Rhea County

\_\_\_\_\_  
County Clerk

**PROPOSAL**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE COUNTY OF RHEA, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the County of Rhea, Tennessee, hereinafter “COUNTY”, designated as Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003,72LCIT-F3-003,72LCIT-F2-003,72LCIT-F1-003 , that is described as “Harrison Avenue, Bridge over Roaring Creek, LM 0.72 in Graysville (IA)”, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, the COUNTY will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as

part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way,

nor will the COUNTY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its  
duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE COUNTY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
WILL REID  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
LESLIE SOUTH  
GENERAL COUNSEL

DATE: \_\_\_\_\_

**P R O P O S A L**

**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**

**TO THE COUNTY OF RHEA, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the County of Rhea, Tennessee, hereinafter “COUNTY”, designated as Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003,72LCIT-F3-003,72LCIT-F2-003,72LCIT-F1-003 , that is described as “Harrison Avenue, Bridge over Roaring Creek, LM 0.72 in Graysville (IA)”, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, the COUNTY will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as

part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

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21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its  
duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE COUNTY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
WILL REID  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
LESLIE SOUTH  
GENERAL COUNSEL

DATE: \_\_\_\_\_

**PROPOSAL**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE COUNTY OF RHEA, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the County of Rhea, Tennessee, hereinafter “COUNTY”, designated as Federal Project No. BRZ-7200(36), State Project No. 72LCIT-F0-003,72LCIT-F3-003,72LCIT-F2-003,72LCIT-F1-003 , that is described as “Harrison Avenue, Bridge over Roaring Creek, LM 0.72 in Graysville (IA)”, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

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2. The COUNTY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

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required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

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20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its  
duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE COUNTY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
WILL REID  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
LESLIE SOUTH  
GENERAL COUNSEL

DATE: \_\_\_\_\_

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

**RESOLUTION TO RE-APPOINT A MEMBER TO SERVE ON THE  
HOSPITAL BOARD AS A DIRECTOR FOR RHEA MEDICAL CENTER**

**WHEREAS**, the Board of Commissioners for Rhea County has established the Hospital Board of Directors for Rhea Medical Center; and

**WHEREAS**, the Board of County Commissioners for Rhea County deems it necessary to re-appointment a member to the Hospital Board of Directors for Rhea Medical Center to serve the next term; and

**WHEREAS**, the Board of County Commissioners for Rhea County has recommended that Lebron Purser be re-appointed to serve the next term; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Rhea County that Lebron Purser shall be re-appointed to serve on the Hospital Board as a Director for Rhea Medical Center for his expiring term;

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

**APPROVED:**

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

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

ATTEST:

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

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

**A RESOLUTION OF RHEA COUNTY, TENNESSEE, TO AUTHORIZE  
COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF  
ALL COUNTY DEPARTMENTS**

**WHEREAS**, *Tennessee Code Annotated (TCA) 12-3-1205 (b) (1)* allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

**WHEREAS**, cooperative purchasing agreements allow local governments to purchase goods and services from other local, state, and national cooperative purchasing alliances that have been competitively bid under the same circumstances required by law by the purchasing entity; and

**WHEREAS**, these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and

**WHEREAS**, Tennessee state law was amended for all Tennessee counties to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

**WHEREAS**, Tennessee Code Annotated, Section *12-3-1205 (b) (1) and (2)*, states as follows:

(b) (1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

(2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

**WHEREAS**, Rhea County desires to take advantage of this law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same circumstances required by law by the purchasing entity.

NOW THEREFORE, BE IT RESOLVED by the Mayor and County Commission of Rhea County, Tennessee, meeting this 17<sup>th</sup> day of March 2026, that it agrees to the terms of the created law and authorizes use of the following master cooperative purchasing agreement:

1) Omnia Partners

**BE IT FURTHER RESOLVED** that the established list of authorized cooperative purchasing agreements may be amended at any time by the Mayor and County Commission of Rhea County, Tennessee.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

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

**RESOLUTION TO DECLARE OUTDATED EQUIPMENT NO LONGER  
USED BY RHEA COUNTY SOLID WASTE AS SURPLUS AND TO SELL,  
SALVAGE, OR DISPOSE OF IN AN APPROPRIATE MANNER**

**WHEREAS**, the Rhea County Board of Commissioners has determined that there is no immediate or future need for 17 top loader dumpsters used by the Rhea County Solid Waste; and

**WHEREAS**, the Rhea County Board of Commissioners desires to declare the 17 top loader dumpsters to be surplus property; and

**WHEREAS**, these recycling bins have become obsolete and should there be no demand for them in the market they may be sold, salvaged or disposed of in an appropriate manner; and

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

**SECTION 1.** That the outdated equipment that are hereby declared surplus is 17 top loader dumpsters.

**SECTION 2.** Emergency Management Director, Brad Harrison, shall be and is hereby directed to sell these 17 top loader dumpsters which have been declared surplus property or in the alternative, salvage or dispose of them in an appropriate manner.

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

**APPROVED:**

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

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

ATTEST:

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

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

**RESOLUTION TO ESTABLISH AND MAINTAIN TWO SEPARATE AND  
DISTINCT FUNDS FOR THE ALLOCATION AND USE OF PROCEEDS FROM  
THE HOTEL/MOTEL (OCCUPANCY) PRIVILEGE TAX**

**WHEREAS**, Rhea County has heretofore levied a privilege tax upon the occupancy of rooms, lodgings, or accommodations furnished to transients in hotels, motels, and similar facilities (the “Hotel/Motel Tax”) pursuant to applicable provisions of Tennessee Code Annotated, Title 67, Chapter 4, Part 14, and/or prior private acts applicable to Rhea County; and

**WHEREAS**, the Hotel/Motel Tax generates revenues that are collected and remitted to Rhea County in accordance with law; and

**WHEREAS**, Tennessee law, including but not limited to T.C.A. § 67-4-1403, requires that revenues from such taxes be designated and used for the promotion of tourism and tourism development, subject to certain exceptions for preexisting levies or allocations established under private acts or prior resolutions; and

**WHEREAS**, prior authorizations and/or practices for Rhea County’s Hotel/Motel Tax have contemplated or allowed for allocation of proceeds such that a portion is dedicated exclusively to tourism promotion and tourism development activities, while another portion is available for use at the discretion of the County Commission consistent with applicable law; and

**WHEREAS**, the Rhea County Commission desires to clarify and formally establish two separate and distinct funds for the receipt, accounting, and expenditure of Hotel/Motel Tax proceeds to ensure compliance with Tennessee statutes, promote transparency, and support both tourism efforts and other lawful county needs; and

**WHEREAS**, it is the intent of this Resolution to allocate fifty percent (50%) of net Hotel/Motel Tax proceeds (after any administrative fees, collection costs, or retainage by operators as provided by law) to a dedicated tourism fund, and fifty percent (50%) to a fund subject to appropriation at the discretion of the County Commission for lawful purposes consistent with any applicable private act, grandfathered authority, or statutory allowances;

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

1. **Establishment of Funds.** There are hereby created and established two separate and distinct funds within the Rhea County financial system for the Hotel/Motel Tax proceeds:

- **Rhea County Tourism Promotion and Development Fund** (the “Tourism Fund”) – to receive and hold fifty percent (50%) of net Hotel/Motel Tax revenues.

• **Rhea County Hotel/Motel Tax Discretionary Fund** (the “Discretionary Fund”) – to receive and hold fifty percent (50%) of net Hotel/Motel Tax revenues.

2. **Allocation.** Upon passage, the Rhea County Trustee shall allocate Hotel/Motel Tax revenues as follows:

- Fifty percent (50%) to the Tourism Fund, to be used exclusively for tourism promotion and tourism development as defined and required by T.C.A. § 67-4-1403 and related statutes (including, but not limited to, advertising, marketing, events, facilities, or other activities that promote tourism in Rhea County).

- Fifty percent (50%) to the Discretionary Fund, to be appropriated and expended at the discretion of the Rhea County Commission for any lawful county purposes permitted under applicable law, including any grandfathered provisions from prior private acts or resolutions governing the tax.

3. **Administration and Reporting.** The Finance Director shall ensure proper accounting, segregation, and tracking of these funds. Annual reports on expenditures shall be prepared and submitted as required by T.C.A. § 67-4-1403 or other applicable law, including to the Tennessee Department of Tourist Development if mandated.

4. **Compliance.** All expenditures from the Tourism Fund shall comply strictly with statutory requirements for tourism use. Expenditures from the Discretionary Fund shall comply with any limitations under governing law or prior authorizations.

5. **Severability.** If any provision of this Resolution is held invalid, the remainder shall remain in full force and effect.

6. **Effective Date.** This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

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

**APPROVED:**

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

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

ATTEST:

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