AGENDA RHEA COUNTY COMMISSION MEETING CONFERENCE ROOM, PHIL SWAFFORD BUILDING TUESDAY, JULY 15th, 2025, AT 6:00 P.M.

- 1. CALL TO ORDER
- 2. PRAYER
- 3. PLEDGE TO FLAG
- 4. ROLL CALL
- 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 911 Emergency Communications District Board Of Directors
 - b. Rhea County Medical Center Board Of Directors
 - c. Rhea County Purchase and Finance March, April, and May
 - d. Rhea County Budget Committee April and May
 - e. Rhea County Planning Commission March, April, May, and June
 - C. Consider Resolution To Re-Appoint Members To The Rhea County 9-1-1 Emergency Communications District Board Of Directors. -Jim Vincent
 - D. Consider Resolution To Hire Real Estate Broker, Approve Listing Contract, And Approve Method And Terms For Sale Of

- County-Owned Properties Acquired Through Delinquent Tax Sale. -Jim Vincent
- E. Consider Resolution Sheriff's Department's SHRFD Reserve Account. -Sheriff's Department
- F. Consider Drone Insurance. -EMA Director
- 10. COUNTY EXECUTIVE'S REPORT
- 11. COUNTY ATTORNEY REPORT
- 12. COMMISSIONER COMMENTS
- 13. ADJOURNMENT

RHEA COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS

MEETING MINUTES June 23, 2025

Pursuant to adequate public notice, the Board of Directors of the Rhea County 911 Emergency Communications District held a meeting at 5:00 p.m. on the above date, in the 911 Conference Center, 8860 Back Valley Road, Evensville, TN. Board members present were Chairman Bo Kaylor, Treasurer Susan Piolatto, Jim Reed, Leo Stephens, and Brad Harrison. Vice-Chairman Ted Jones, Sheriff Mike Neal, Secretary Bill Thedford, and Assistant Treasurer Tommy Solomon were absent. Others attending were Director Shane Clark, Assistant Director Joey Dunn, and Training Officer Adam Wilson, and Legal Counsel Mike Mahn. Exhibits are attached and incorporated as referenced. Voting by members upon a motion is referenced as unanimous, if all members present are in accord. Exceptions are noted.

2025-06-01. Call to Order, Roll Call, and Welcome.

Chairman Bo Kaylor called the meeting to order, and called the roll. Those attending were as stated above. A quorum was present. The Chairman welcomed all.

2025-06-02. Agenda & Visitors

Board members reviewed the proposed agenda (Exhibit A). Jim Reed made a motion to accept. Susan Piolatto seconded it. It was approved by unanimous approval (UA). No visitors were there.

2025-06-03. Previous Meetings Minutes

The Board reviewed the minutes of April 14 (Ex. B-1), May 13 (Ex. B-2), and May 22 (Ex. B-3). Susan Piolatto made a motion to approve. Brad Harrison seconded the motion, which was UA.

2025-06-04. Financial Report & Budget Amendments

Treasurer Susan Piolatto presented Financial Statements to date, including Profit & Loss, Balance Sheet, Budget vs. Actuals, and Expenses by Vendor Detail (Ex. C-1). Jim Reed made a motion to receive the report. Brad Harrison seconded it, which was UA by roll call vote (RCV).

Director Clark received the budget amendments (\$10,500) for five (5) addition to accounts, and subtracts from five (5) accounts (Ex. C-2). Leo Stephens made the motion to approve the amendments. Jim Reed seconded it, which was UA-RCV.

2025-06-05. FY2026 Budget: Final Reading

Chairman Kaylor recessed the meeting, and convened a public hearing to review the budget. There were no visitors present for the hearing. The Chairman ended the hearing, and convened the meeting. Director Shane Clark distributed a proposed budget for fiscal year that begins July 1 (FY 2026) (Ex. D). Jim Reed made a motion to approve it, on final reading. Susan Piolatto seconded it, which was approved UA-RCV.

2025-06-06. Chairman Report

Chairman Kaylor presented a form of letter that is to be sent to the County Executive, requesting re-appointments of Mike Neal, Susan Piolatto, and Jim Reed. Jim Reed made a motion to approve the letter. Leo Stephens seconded it, which was UA.

2025-06-07. Director Report

Director Shane Clark reported the need to hire an auditor. He recommends the JHA, CPAs firm, with offices in Cleveland and Chattanooga. Their fee is based on three-years: 1st/\$18,500, 2nd/\$19,000, 3rd/\$19,500. Leo Stephens made a motion to approve the recommendation. Jim Reed seconded it, which was UA-RCV. He also gave a report on Skilled Services, and Phase One schedule, which begins July 1.

2025-06-08. Legal Counsel Report

Legal Counsel Mike Mahn provided copies of report for both months.

2025-06-09. Conference Schedule

- TENA Conference, Sep. 28-Oct. 1, Murfreesboro Embassy Suites
- 2026 Winter Workshop, Jan. 26-30, at Gatlinburg Edgewater Hotel

2025-06-10. Next Meeting

The next regular meeting will be **August 11**, at 5:00 p.m., in the 911 Conference Center, 8860 Back Valley Road, Evensville, or such other location as may be announced.

2025-06-11. Adjournment

A motion was made to adjourn by Leo Stephens, seconded by Susan Piolatto, and was UA.

CERTIFICATION:	
	omplete minutes of the meeting held on een approved by the Board of Directors.
Certified by:	
Chairman of the Board	Member of the Board
DATE:	·

RHEA MEDICAL CENTER BOARD OF DIRECTORS' MEETING MINUTES

TIME

The Rhea Medical Center Board of Directors met in a regular meeting

AND

on Monday, May 19, 2025, at 5:00 p.m. in the boardroom

PLACE

of the Medical Center

MEMBERS

PRESENT E

Billy Thedford, Chair

Lebron Purser, Vice Chair Jeff McDaniel

Bill Hollin Shane Clark

MEMBERS

ABSENT

Jim Reed

Leo Stephens

OTHERS

PRESENT

Hoss Whitt, CEO

Brandi Lytle, RN, Quality Director

Sam Brown, Ovation Health (via TEAMS)

Carol Ann Barron, Attorney

Teresa Roberts, Recording Secretary

BUSINESS

I. WELCOME AND INTRODUCTION

Chairman Billy Thedford welcomed Board members and guests to the May 19, 2025, regular meeting of the Board of Directors.

II. CALL TO ORDER

The meeting was called to order at 5:02 p.m.

III. REVIEW OF MISSION, VISION, VALUES

Chairman Thedford deferred to board member Jeff McDaniel 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 April 2025. (Written report attached.)

- Financial Report-Month Ending April 30, 2025 (Written report attached.) Hoss reviewed reports due to Harv's absence.
 - -Reported a net income of \$289,000 for April 2025, including income of \$72,000 from physician practices.
 - -Gross Patient Revenue increased \$1,530,000 compared to prior year
 - -Inpatient Revenue decreased by \$89,000 due to lower admissions & patient days.
 - -Outpatient Revenue increased by \$1,619,000. Billing for the Emergency Physicians began in January and added \$1,299,000 to revenue.
 - -Salaries are under budget by \$102,000. Nursing salaries were under budget by \$75,000.
 - -Physician fees over budget by \$180,000 due to change in Concord contract to cost plus. RMC now does the billing and receives reimbursement.
 - -Supplies over budget by \$126,000. Cost for oncology drugs increased supply by \$88,000. An increase in surgery cases increased surgery costs by \$32,000.
 - -Hoss reported normally hospital has received a payment from the state but that has been delayed the last 2-3 months, THA working on timeframe of when those payments will be received.

V. APPROVAL OF MINUTES

Lebron Purser made a motion; seconded by Bill Hollin to approve the board meeting minutes of April 21, 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 April 8, 2025, see attached.

Shane Clark motioned; Bill Hollin seconded to accept the Medical Executive Committee meeting minutes of April 8, 2025 as presented. There was no discussion, and none opposed. Motion passed unanimously.

B. CREDENTIALING

Dr. Lackey presented the following:

New Appointments

- Scott Hodges, MD-Orthopedics
- John Kim, MD-Ophthalmology

Paul Miller, MD-Radiology

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

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

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

Reappointments:

- Zachary Ballard, CRNA-Nurse Anesthetist
- Hunter Rooks, MD-General Surgery
- Lisa Vanderwall, CRNA-Nurse Anesthetist
- Bill Vuong, DPM-Podiatry

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

Provisional Period Extensions

- Jonathan Powell, MD-Cardiology
- McKenzie Boling, DDS-Dentistry
- Lewis Friedlander, MD-Emergency Medicine

Lebron Purser 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 were seven deletions from the medical staff for the month of April 2025. No action required.

- J.Daniel Stanley, MD
- William B. Harris, MD
- Stephanie Sheridan, NP
- Marysol Thomas, NP
- Laura Young, NP

- Veronica O'Steen, NP
- Steven Kiesling, CRNA

VII. NURSING SERVICES REPORTS

Samantha Bryant presented the CNO report. ED census is down along with admissions for the month of April. Continuing to work with Tim Forsythe and Katie Sullivan on thru put times and admissions to improve times. See report attached.

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

VIII. QUALITY MANAGEMENT

Quality Report for April 2025

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

Minutes for the May 1, 2025 Quality Council Meeting were presented by Brandi Lytle (see attached). Bill Hollin made a motion seconded by Shane Clark to approve. There was no discussion and none opposed. Motion passed unanimously.

IX. COMMITTEE REPORTS

A. FINANCIAL STRATEGIC PLANNING

Approval/April 30, 2025 Financial Statements

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

B. RENOVATIONS/MAINTENANCE

No report.

C. RECRUITMENT

No report.

D. EDUCATION/PUBLIC RELATIONS

No report.

E. LONG RANGE/FUTURE PLANNING

No report.

X. ADMINISTRATOR'S REPORT

Hoss presented:

- -We celebrated Hospital week last week and we held a leadership workshop for all of the management staff. The workshop was held off-site at the Dayton Welcome center. We had 100% participation from our leadership and the training was very well received. Challenged each manager to review our mission statement and give feedback on how that can be improved.
- -The Ovation team in finalizing the CHNA and will be presented at the June meeting.
- -Dr. Kim is on track to perform surgeries at RMC starting in July.
- -Insurance settlement check received for Sale Creek MOB fire.
- -Closed on property at 7606 Rhea Co Hwy, I am meeting with engineers May 20th.
- -No offers received at this time for the property on Hwy 27 near Holiday Inn.
- -Mock survey was completed by Ovation team, it went well and thanked Brandi & Sam for all their hard work. Internal deadline of June 1 to have all areas of concerns resolved.
- -Met new regional manager for Vascular Institute, had a conversation with her regarding possible affiliation in the future with RMC.

Shane Clark motioned to approve April 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 March 26, 2025

Lebron Purser motioned, Bill Hollin seconded to accept the meeting minutes of March 26, 2025, Safety Committee meeting as presented. There was no discussion, and none opposed. Motion passed unanimously.

Approval /Surplus computer equipment

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

XII. OVATION HEALTHCARE REPORT

- Mock survey was completed a few weeks ago very pleased with Ovation team as well as RMC team.
- CHNA report is completed.
- Still working on details for spine program with Hoss, Harv and Dr. Hodges team.

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

XIII. OLD BUSINESS

Lebron Purser questioned progress on CRNA contract. Hoss updated the board that Leah has been notified that RMC would like to terminate contract with Watson Anesthesia group. The termination date is scheduled for November 1 but could be sooner.

XIV. NEW BUSINESS

Approval to add Hoss Whitt and Billy Thedford to signature care on Southeast Bank account. Shane Clark made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

Retro approval for the emergency purchase of the ice maker in cafeteria in the amount of \$7769.29 (See attached receipt) Jeff McDaniel made a motion to accept the purchase seconded by Lebron Purser there was no discussion and none opposed. Motion passed unanimously.

Retro approval for the A/C unit repair to the chiller in the amount of \$21,431. (See attached receipt) Lebron Purser made a motion to approve the purchase seconded by Bill Hollin. There was no discussion and none opposed. Motion passed unanimously.

XV. HOSPITAL COMMITTEE CHAIRMAN'S REPORT

- Mr. Thedford made the board aware that Lester Stephens, Leo's Stephens brother, passed away.
- Thanked Hoss and all the staff for all the hard work they do.

EXECUTIVE SESSION BEGAN AT 5:38PM-6:08PM

-Approved option #3 regarding Harv Sanders evaluation and compensation in executive session Shane Clark made a motion to approve seconded by Bill Hollin. There was no discussion and none opposed. Motion passed unanimously.

Lebron Purser made a motion to approve Hoss continuing to work with Dr. Hodges to finalize the spine program seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

XVI. ADJOURNMENT

There being no further business to discuss, a motion was made by Jeff McDaniel and a second was made by Shane Clark to adjourn the meeting at 6:10 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, June 16 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.

Board Chair

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

Commissioners' Present: Sandy Francisco, Leo Stephens, Phillip Dunn, Mark Cashman, Nick Welch; Also, present were Commission Reed, County Executive, Jim Vincent, Finance Director, Ralph Beck, and Road Supervisor, Rick Wilkey

Previous Minutes: Commissioner Stephens made the motion to accept the February 11, 2025, minutes as presented, Commissioner Francisco seconded the motion. A vote was taken, and all were in favor.

Old Business:

Blythe Ferry Convenience Center

On March 5, 2025, a meeting was held with state auditors to discuss the completion of the convenience center project. The auditors agreed that we could continue the project, however, all future projects must be done in accordance to the TN State bid requirements.

Mayor Vincent announced that he would be rebidding the project, which includes the pavilion, septic system, office, and bathroom. Commissioner Stephens pointed out that the specifications did not include rebar and emphasized that it needed to be added; however, he also noted that metal did not need to be added to the concrete. Mayor Vincent confirmed that he would add rebar to the walls and footing in the revised specifications.

Commissioner Stephens made a motion to modify and continue the bid specifications for the Blythe Ferry Convenience Center. Commissioner Francisco seconded the motion.

Animal Shelter

The Finance Department received auditor approval at the meeting on March 5, 2025, to allow the construction of the animal shelter to continue. They stressed that no funding or donations shall be provided by the county and must go through their 501(3)C. The Commission has already approved the plans.

Our Father's House

The distribution of funds for Our Father's House was discussed, along with plans for an amendment. A donation will be made to Our Father's House once the required Opioid Fund Request paperwork is completed. This donation will cover the difference between the funds already spent and the previously approved amount of \$70,000. Carol Ann Barron will prepare the resolution for approval at the next commission meeting.

Bid Requests:

There were no new bid requests to discuss.

New Business:

Debbie Byrd, the County Property Assessor, is requesting approval to purchase a new vehicle for her office. Her current department vehicle is in poor condition and will be taken out of service. Mrs. Byrd is seeking to buy a 2025 Ford Explorer through the state bid, which is priced at \$41,130.

Commissioner Dunn made the motion to approve and move to the Budget Committee for approval. Commissioner Francisco seconded the motion. All approved.

The Trustee Department is requesting approval to upgrade the Local Government software to Nextgen. They are asking to present this to the Budget Committee for purchase this fiscal year, at a cost of \$27,704.90.

Commissioner Cashman made the motion to approve and move to the Budget Committee for approval. Commissioner Francisco seconded the motion.

Emergent Items

Summerfield Boat Ramp. Commissioner Ballard has requested to install posts and lights at the boat ramp. An estimate of \$642 and a monthly service charge of \$24 have been discussed. It was considered whether TWRA will cover the cost.

Reports:

Director Beck presented his monthly reports, which included the summary financial statement, selected reserve lines, fiscal health metrics, debt statistics and ratios, opioid settlement funds, and the Moody's Rating report.

Commissioner Welch commended Ralph Beck for the reporting and addressed the bidding challenges for better clarity.

Adjournment: A motion was made by Commissioner Dunn to adjourn the meeting, and it was seconded by Mayor Vincent. The motion was approved unanimously.

Special Called Purchase and Finance Meeting April 15, 2025 7:00 p.m.

Commissioners' Present: Sandy Francisco, Leo Stephens, Phillip Dunn, Mark Cashman, Nick Welch; Also present were County Executive, Jim Vincent, Finance Director, Ralph Beck, and Road Supervisor, Rick Wilkey

Previous Minutes: Previous minutes will be approved at the May Purchase and Finance Committee meeting.

Old Business:

No old business

Bid Requests:

Blythe Ferry Convenience Center

Approve bid awarded to Evans Construction Unlimited LLC for \$107,234.20.

A roll call was made, and all approved

Food Insecurity Grant

Approve bid award of Large Equipment to Wheeler Material for \$129,846.99 Approve bid award of Small Equipment to Wheeler Material for \$12,806.91 Approve bid award of Vehicles to Lee Smith for \$129,900

A roll call was made, and all approved

New Business:

Fairgrounds and Health Department Driveway

Mayor Vincent is requesting funds from the Impact fund to repair roads. A quote was submitted by Mayor Vincent for \$28,000 from ProSeal and \$39,000 from Rogers Group.

A resolution and amendment will be submitted to the commission for approval.

A vote was taken to approve the ProSeal quote in the amount of \$28,000. Commissioner Francisco made the move to approve, and Commissioner Stephens seconded the motion.

Reports:

No reports were given

Adjournment: A motion was made by Commissioner Francisco to adjourn the meeting, and it was seconded by Commissioner Dunn. The motion was approved unanimously.

Purchase and Finance Meeting May 13, 2025 5:00 p.m.

Commissioners' Present: Sandy Francisco, Leo Stephens, Phillip Dunn; Also present were County Executive, Jim Vincent, Finance Director, Ralph Beck, and Road Supervisor, Rick Wilkey. Commissioner Welch was absent

Previous Minutes: Commissioner Francisco made the motion to accept the minutes on April 8, 2025, and the Special Called meeting on April 15, 2025, as presented. Commissioner Stephens seconded the motion. A vote was taken, and all were in favor.

Old Business:

There was no old business to discuss.

Bid Requests:

Fairground/Health Department

Ralph Beck, the Finance Director, reviewed the options for the paving bids related to the Fairground and Health Department. He presented the bids received from Proseal, Rogers, and Wilson Paving. Beck explained that we cannot utilize the bids awarded to the Highway Department because the funding for this project comes from the General Fund. After discussing the matter with the commissioners, it was decided to rebid the project.

Rhea County Courthouse Historic Preservation Project - ADA Restroom Bids

Only one bid was submitted, from Troutman Properties, totaling \$116,572.

The motion to accept the bid was made by Mayor Vincent. A roll call was conducted, with four members voting yes. The motion was approved.

New Business:

Fire Prevention Vehicles

Jim Reed, a member of the Fire Authority board, is requesting the commission's approval to purchase two used trucks and a skid for Fire Prevention and Control. These vehicles will be acquired from Homestead Motors for a total of \$70,000. According to regulations, the purchase price of the vehicles cannot exceed 5% of their values as determined by the Kelly Blue Book or NADA guides. The trucks and skid are intended to assist the Fire Department in accessing remote areas in the woods and on difficult roads. The funds for this purchase will come from the unallocated budget for this year, and the Fire Prevention budget for 2025/2026 will be reduced by the amount spent on these vehicles.

Commissioner Stephens motioned to approve the budget and send it to the Budget Committee. Commissioner Francisco seconded the motion. The motion was approved by all.

Rhea Central Elementary/Graysville Elementary Restrooms and CTE at Rhea County Highs School Garage Doors and Operners

Commissioner Stephens requested additional technical information regarding the size, brand, and horsepower of the doors. We also need more details on the type and size of the restroom stalls before approval can be granted.

Ralph Beck, the Finance Director, will meet with Tim Harris for additional information and will report back to the commission.

Reports:

Director Beck presented his monthly reports, which included the summary financial statement, selected reserve lines, fiscal health metrics, debt statistics and ratios, opioid settlement funds, and the Moody's Rating report.

Adjournment: A motion was made by Commissioner Francisco to adjourn the meeting, and it was seconded by Commissioner Stephens. The motion was approved unanimously.

Rhea County Budget Committee Meeting April 15, 2025 5:00 p.m.

Present:

Commissioners: Mark Cashman, Emmaly Fisher, Jim Reed, Tommy Ballard and Chairman 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 March 18, 2025. Commissioner Reed seconded the motion. All were in favor.

Budget Amendments:

101 Amendments: Budget Amendments 100 - 117 were presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendments as presented was made by Commissioner Ballard and seconded by Commissioner Cashman. A vote was taken, and all were in favor.

116 Amendments: Budget Amendments 8 & 9 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 Ballard. A vote was taken, and all were in favor.

131 Amendments: Budget Amendment 21 - 22 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.

141 Amendment: Budget Amendment 23 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 Ballard. A vote was taken, and all were in favor.

177 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 Ballard. A vote was taken, and all were in favor.

New Business:

Director Beck informed the committee that he had been in touch with David Brown, Chairman of the Industrial Development Board of Rhea County (IDB) several times for an update on the \$456,444.49 that Rhea County advanced to the IDB to develop property located in the Spring City Industrial Park. The IDB received a grant for this purpose and is to return the money to the County when the grant funds are received. Director Beck said that Mr. Brown would check on the grant and get back with him.

Reports:

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

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

Adjournment:

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

Rhea County Budget Committee Meeting May 13, 2025 5:00 p.m.

Present:

Commissioners: Mark Cashman, Emmaly Fisher, Jim Reed also present: County Mayor Jim Vincent, Finance Director Ralph Beck, and Assistant Finance Director Tracy Majewski. Commissioner's Thedford and Ballard were absent.

Minutes:

Commissioner Reed made a motion to accept the minutes of April 15, 2025. Commissioner Fisher seconded the motion. All were in favor.

Budget Amendments:

101 Amendments: Budget Amendments 118 - 130 were presented to the Budget Committee by Vice Chairman Cashman. A motion to approve the budget amendments as presented was made by Commissioner Fisher and seconded by Commissioner Reed. A vote was taken, and all were in favor.

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

131 Amendment: Budget Amendment 23 was presented to the Budget Committee by Vice Chairman Cashman. 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.

141 Amendments: Budget Amendments 25-26 were presented to the Budget Committee by Vice Chairman Cashman. A motion to approve the budget amendments as presented was made by Commissioner Fisher and seconded by Commissioner Reed. A vote was taken, and all were in favor.

Old Business:

Last meeting, Director Beck informed the committee that he had been in touch with David Brown, Chairman of the Industrial Development Board of Rhea County (IDB) several times for an update on the \$456,444.49 that Rhea County advanced to the IDB to develop property located in the Spring City Industrial Park. Mr. Brown sent an email he received from Southeast Development that stated we should have the money returned to the county by mid-June 2025. Mayor Vincent told the committee that a partial payment could be made at this time. The budget committee believe it would be best to receive the full amount of the money owed all at once, especially if it is going to be repaid in June.

Reports:

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

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

Adjournment:

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

RHEA COUNTY REGIONAL PLANNING COMMISSION

REGULAR CALLED MEETING

Tuesday, March 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, Teresa Congioloso, Tommy Snyder; Billy Thedford, Shane Clark, Jeff McDaniel, Chad Reese, SETD

B. READING AND APPROVAL OF MINUTES - Tuesday, February 25, 2025

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

C. NEW BUSINESS

- 1. Layne Keylon 1-Lot S/D w/Access Easement Over Flag Stem Final Plat (Barnes Land Surveying) Refer to staff for signatures. Motion by Billy Thedford, seconded by Shane Clark. 6-0
- 2. Tyler Miles 1-Lot S/D Final Plat (Barnes Land Surveying)

 Refer to staff for TDEC and water signatures, Motion by Tommy Snyder, seconded by Jeff McDaniel. 6-0
- 3. Jerry Travis 1-Lot S/D Final Plat (Dock Smith Surveying)

 Approved as presented. Motion by Jeff McDaniel, seconded by Billy Thedford. 6-0
- 4. Eric Brooks 2-Lot S/D w/30' Access Easement Final Plat (Dock Smith Surveying)

 Approved as presented. Motion by Tommy Snyder; seconded by Billy Thedford. 5-Yes. Teresa Congioloso -Pass
- 5. William Salyer 2015 Plat 1-Lot S/D Final Plat (Dock Smith Surveying)

 Table until next month due to lack of representation. Motion by Billy Thedford, seconded by Jeff
 McDaniel. 6-0
- 6. James Sandell 2010 Plat Off of 30' Access Easement Serving 3 Lots Currently Final Plat (Sequatchie Valley Surveying)

 Table until next month due to lack of representation. Motion by Tommy Snyder; seconded by Jeff

 McDaniel. 6-0
- 7. Any Properly Presented New Business

D. OLD BUSINESS

- 1. Tim Hooper 1-Lot S/D on Access Easement Final Plat (Dock Smith Surveying)

 Deny for lack of representation. Motion by Tommy Snyder, seconded by Billy Thedford. 6-0
- 2. N.J. Welch/Jamie Dorn Flag Stem Conversion to Easement Final Plat (Dock Smith Surveying) Refer to staff for signatures, with variance from 10' to 25' for the existing structure. Motion by Billy Thedford, seconded by Jeff McDaniel. 6-0
- 3. Brinkmeier S/D Lots 4AA & 1A Final Plat (Dock Smith Surveying)
 Refer to staff with exception noting that the road goes through the lot and the EAST side of parcel is "NOT BUILDABLE" Motion by Jeff McDaniel, seconded by Billy Thedford. 6-0

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- 4. Discussion on Verifying Building Setbacks After Applying for a Building Permit
- 5. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

- 1. Read in to the minutes, we received a letter from Grandview water utility stating that Terry and Karen Dye plat, from February 25, 2025 stating that they cannot support fire hydrants with the current water lines. There is such a distance, no future plans to upgrade the 4" line to a 6" line. Therefore a variance will be granted. Motion by Shane Clark, seconded by Billy Thedford. 6-0
- **2. Discussions regarding set backs and building permit requirements.**Motion to accept COUNTY BUILDING PERMIT SETBACK REQUIREMENTS by Billy Thedford, second by Jeff McDaniel. (attached herein)

F. ADJOURNMENT

Jeff McDaniel, second Billy Thedford. 6-0

NEXT REGULAR SCHEDULED MEETING: Tuesday, April 22, 2025, at 5:30pm Plats will be due by 12:00 noon on Tuesday, April 8, 2025

RHEA COUNTY REGIONAL PLANNING COMMISSION

MINUTES

FOR THE REGULAR CALLED MEETING

Tuesday, April 22, 2025 5:30 P.M.

Rhea County Courthouse Annex - 375 Church Street, 2nd Floor Commission Room

Members preset: Jim Reed, Jeff McDaniel, Shane Clark, Tommy Snyder, & Billy Thedford

Members absent: Teresa Congioloso & Tommy Ballard

Others present: Chad Reese (SETD Planner), Teresa Hulgan (Register of Deeds), Terry and Karren Dye, & Jimmy Hill (Surveyor)

A. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

The meeting was called to order at 5:30pm with a quorum being established.

B. READING AND APPROVAL OF MINUTES - Tuesday, March 25, 2025

Motion made by Clark, seconded by McDaniel to accept the minutes. Motion approved unanimously.

C. NEW BUSINESS

1. Rivermyst Lots 53 & 54 to 54R – Final Plat (Roane Land Surveying)

Motion by Thedford, seconded by Clark to approve the presented plat that has the requested changes made and all signatures present. Motion approved unanimously.

2. Terry & Karren Dye 14-Lot S/D on Private Rd – Final Plat (TWM Surveying)

Terry & Karren Dye were present to provide an update on where they are with the water line installation. The plans for water extension have been submitted to TDEC for review. Mr. Dye contacted VEC and is discussing which side of the road the electrical lines will be installed. The right-of-way is already cleared. He says they are planning to construct a private road to county road standards and have been talking with Rick Wilkey (Rhea Hwy Super). The traffic control signs have been installed, but they are needing an approved road name from 911 so they can install the street name sign. Motion by McDaniel, seconded by Thedford to table the plat until the water line is installed and proof is provided to the PC. Motion approved unanimously.

3. Any Properly Presented New Business

A letter dated 4.22.25 regarding the completion of Blue Sky Drive was provided to the PC by Rick Wilkey, Rhea Highway Commissioner, and Chairman Reed presented it to the planning commission. The road is complete, and it has been inspected and found to be in compliance with county road standards. Motion by Thedford, seconded by Snyder to release the certified check being held by the county now that the road is complete. Motion approved unanimously.

D. OLD BUSINESS

1. William Salyer 2015 Plat 1-Lot S/D – Final Plat (Dock Smith Surveying)

Motion by Snyder, seconded by Clark to deny the plat since no one was present and there were no updates on the plat's status. Motion approved unanimously.

2. James Sandell 2010 Plat Off of 30' Access Easement Serving 3 Lots Currently – Final Plat (Sequatchie Valley Surveying)

Motion by Clark, seconded by McDaniel to deny the plat since on one was present and there were no updates on the plat's status. Motion approved unanimously.

3. Any Properly Presented Old Business

The building setbacks guidelines prepared by SETD to go along with building permit applications was discussed now that they requested changes had been included. McDaniel made a motion to send the written guidelines to the County Commission, seconded by Thedford. Motion approved unanimously.

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION None

F. ADJOURNMENT

Motion by Clark, seconded by Thedford to adjourn the meeting. Adjourned at 6:04pm.

NEXT REGULAR SCHEDULED MEETING: Tuesday, May 27, 2025, at 5:30pm Plats will be due by 12:00 noon on Tuesday, May 13, 2025

RHEA COUNTY REGIONAL PLANNING COMMISSION

REGULAR CALLED MEETING. Tuesday, May 27, 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, Chairman, Jeff McDaniel, Vice-Chairman Teresa Congioloso, Secretary Shane Clark, Chad Reese, SETD

B. READING AND APPROVAL OF MINUTES - Tuesday, April 22, 2025

Approval of Minutes as presented. Motion by Jeff McDaniel and seconded by Shane Clark. 4-0

C. NEW BUSINESS

- 1. Jordan Wilkerson, 1-Lot S/D Final Plat (Nic Barnes Surveying)

 Table until next month. Motion by Shane Clark, seconded by Jeff McDaniel. 4-0
- 2. Felisa Smith / Twin Rivers S/D, Lots 14 & 19 Final Plat (Vick Surveying)

 Table until next month. Motion by Shane Clark, seconded by Jeff McDaniel. 4-0
- 3. Mark Moore, 2-Lot S/D w/Private Access Easement Final Plat (Dock Smith Surveying) *Table until next month. Motion by Shane Clark, seconded by Jeff McDaniel.* 4-0
- 4. Douglas Brinkmeier / Ronald Cradic Lot Line Adjustment Final Plat (Dock Smith Surveying) Refer to staff for signatures. Motion by Jeff McDaniel, seconded by Shane Clark. 4-0
- 5. Patrick Everett / Cedar Springs S/D, Lots12A, 12BA, & 12BB Final Plat (Dock Smith Surveying)

 Lots 12A, 12 BA and 12 BB approved as presented. Motion by Shane Clark, seconded by Jeff McDaniel.

 4-0
- 6. Any Properly Presented New Business

D. OLD BUSINESS

- 1. Terry & Karen Dye 14-Lot S/D on Private Rd Final Plat (TWM Surveying)

 Table until next month. Motion by Jeff McDaniel, seconded by Shane Clark. 4-0
- 2. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT.

Motion to adjourn by Jeff McDaniel, seconded by Shane Clark. 4-0

NEXT REGULAR SCHEDULED MEETING: Tuesday, June 24, 2025, at 5:30pm Plats will be due by 12:00 noon on Tuesday, June 10, 2025

RHEA COUNTY REGIONAL PLANNING COMMISSION

REGULAR CALLED MEETING Tuesday, June 24, 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, Tommy Snyder, Teresa Congioloso, Shane Clark. Chad Reese, SETD

B. READING AND APPROVAL OF MINUTES - Tuesday, May 27, 2025

Approved as presented. Motion by Tommy Snyder, seconded by Shane Clark. 4-0

C. NEW BUSINESS

- 1. Ivey Hayes 1-Lot S/D Final Plat (Dock Smith Surveying) *Table until next month. Motion by Shane Clark, seconded by Tommy Snyder. 4-0*
- 2. Marguerite Coscia / Constance West Lot Line Adjustment Final Plat (Dock Smith Surveying) Corrections have been made. Refer to staff for signatures, motion by Tommy Snyder, seconded by Shane Clark. 4-0
- 3. Norman Holland 3-Lot S/D Final Plat (Dock Smith Surveying)

 Refer to staff for signatures. Motion by Shane Clark, seconded by Tommy Snyder. 4-0
- 4. Brian & Lynn Thurman 2-Lot S/D w/Private Access Easement Final Plat (Dock Smith Surveying) *Refer to staff for signatures. Motion by Tommy Snyder, seconded by Shane Clark.* 4-0
- 5. Tyler Miles 1-Lot Flag Lot Final Plat (Nic Barnes Surveying)

 Refer to staff with variance for the flag stem length due to the topography of the land, corrected deed and page book, and water certificate signatures. Motion by Shane Clark, seconded by Tommy Ballard. 4-0
- 6. Any Properly Presented New Business

D. OLD BUSINESS

- 1. Jordan Wilkerson, 1-Lot S/D Final Plat (Nic Barnes Surveying)

 Refer to staff for signatures. Motion by Tommy Snyder, seconded by Shane Clark. 4-0
- 2. Felisa Smith / Twin Rivers S/D, Lots 14 & 19 Final Plat (Vick Surveying)

 Refer to staff for signatures. Motion by Shane Clark, seconded by Tommy Snyder. 4-0
- 3. Mark Moore, 2-Lot S/D w/Private Access Easement Final Plat (Dock Smith Surveying) Refer to staff for signatures. Motion by Tommy Snyder, seconded by Shane Clark. 4-0

Page -2 Rhea County Planning Commission June 2025

- 4. Terry & Karen Dye 14-Lot S/D on Private Rd Final Plat (TWM Surveying) *Table until next month.* Motion by Shane Clark, seconded by Tommy Snyder: 4-0
- 5. Any Properly Presented Old Business

 Leanne Rodriquez and Brad Collins consultation for the caboose development. No division requested.

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

NEXT REGULAR SCHEDULED MEETING: Tuesday, July 22, 2025, at 5:30pm Plats will be due by 12:00 noon on Tuesday, July 8, 2025

RESOLUTION TO RE-APPOINT MEMBERS TO THE RHEA COUNTY 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County 9-1-1 Emergency Communications District Board of Directors pursuant to T.C.A. §7-86-105; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to re-appoint members to the Rhea County 9-1-1 Emergency Communications District Board of Directors to serve terms expiring August 2025; and

WHEREAS, the Board of County Commissioners for Rhea County has recommended that Susan Piolatto, Mike Neal and Jim Reed be re-appointed to serve the next four (4) year terms; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Susan Piolatto, Mike Neal and Jim Reed, be re-appointed to serve as members of the Board of Directors on the Rhea County 9-1-1 Emergency Communications District Board for the next four (4) year term, expiring August 2029.

PASSED AN	D ADOPTED by tl	loard 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	v Clerk				



Rhea County E-911 Emergency Communications District

PO Box 85 Evensville, TN 37332 Phone (423) 775-6078 Fax (423) 775-5042 bokaylor54@gmail.com

June 19, 2025

Honorable Jim Vincent
County Executive
County of Rhea
1475 Market Street
St. # 301
Dayton, Tennessee 37321

Earl "Bo" Kaylor Chairman

Dear Mr. Vincent:

On behalf of the Rhea County Emergency Communications District {E 9-1-1} we respectfully request the re-appointment of the following board members, whose terms expire in August 2025; Susan Piolatto, Mike Neal and Jim Reed. These members as well as the other board members have been instrumental in making our district one of the best in Tennessee.

I personally want to thank you for all the help and support that you and your office have given our district and look forward to working with for many years. If I can ever be of any assistance to you please feel free to give me a call.

Sincerely,

. Chairmar

RESOI	LUTION	NO.	

RESOLUTION TO HIRE REAL ESTATE BROKER, APPROVE LISTING CONTRACT, AND APPROVE METHOD AND TERMS FOR SALE OF COUNTY-OWNED PROPERTIES ACQUIRED THROUGH DELINQUENT TAX SALE

WHEREAS, the County Mayor is responsible for managing and disposing of properties acquired through delinquent tax sales; and

WHEREAS, T.C.A. §5-14-108 allows non-competitive procurement of a broker who has unique qualifications that no other local provider can match; and

WHEREAS, local Real Estate Broker, Teresa Congioloso, has served for many years as a member of the Rhea County Planning Commission and has acquired specific knowledge which makes her uniquely qualified to inform potential buyers of any environmental risks, non-buildable parcels and other limitations on the parcels that a broker would need to account for in marketing and she is well aware of the local planning commission regulations that may limit these properties further development and their marketability when engaging in price negotiations; and

WHEREAS, The County Legislative Body may adopt regulations to ensure a "fair, effective, competitive, and transparent" method for selling these parcels when hiring a broker to facilitate sales; and

WHEREAS, Counties may sell tax sale properties through negotiated sales after <u>public</u> advertisement of the sale 30 days in advance and court approval of the negotiated sale terms to ensure transparency so long as the County retains oversight to ensure compliance with T.C.A. §67-5-2507; and

WHEREAS, the Lot/Land Exclusive Right to Sell Listing Agreement, attached herewith as Exhibit "A," provides for Teresa Congioloso to serve as the Agent to negotiate sales of the county-owned properties acquired through the delinquent tax sale of lots and land that are attached herewith as Exhibit "B," for a period of one year, with an earned commission of three percent (3%) of the sales price, upon the sale of each parcel of land; and

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

SECTION ONE: Real Estate Broker, Teresa Congioloso, has specific knowledge and is uniquely qualified to market and negotiate the sales of county-owned properties acquired at delinquent tax sales, and shall be approved as having specialized expertise and unique qualifications to serve in this capacity without engaging in a competitive bidding process pursuant to T.C.A. §5-14-108.

SECTION TWO: That the Lot/Land Exclusive Right to Sell Listing Agreement, attached herewith as Exhibit "A," providing for Teresa Congioloso to serve as the Agent to negotiate sales of the county-owned properties acquired through the delinquent tax sale of lots and land for a period of one year, with an earned commission of three percent (3%) of the sales

price, upon the sale of each parcel of land, shall be and is hereby approved and the County Executive shall have the authority to enter into said Agreement.

SECTION THREE: The list of properties, attached herewith as Exhibit "B," shall be offered for sale through negotiated sales after <u>public advertisement of the sale 30 days in advance and court approval of the negotiated sale terms to ensure transparency so long as the County retains oversight to ensure compliance with T.C.A. §67-5-2507.</u>

PASSED AN	D ADOP I ED by ti	ne Board of Commissioners of the County of Knea, Sta
of Tennessee, this	day of	, 20
APPROVED:		
Jim Reed, Chairman		Jim Vincent, County Executive
ATTEST:		
Linda Shaver, Count	v Clerk	_

LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1	BR	OKEF	R (listing company): Keller Williams Greater Downtown dba Keller Williams Ridge to River	
2	AD	DRES	S OF COMPANY: 143 3rd Avenue, Dayton, TN 37321	
3	ov	VNER	/ SELLER: Rhea County Tennessee	
4	AD	DRES	S OF OWNER / SELLER: 1475 Market Street - Dayton TN	
5 6 7	and	suffic	eration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receip iency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the r described Property in accordance with the following terms and conditions:	
8 9 10 11 12	1.	(Addi record deed l	PERTY ADDRESS / LEGAL DESCRIPTION: See Exhibit A ress)	
13 14 15 16 17 18 19		A. C N 	Other items that remain with the Property at no additional cost to Buyer: ONE tems that shall NOT remain with the Property: ONE	_
20 21 22 23 24	2.		LISTING PRICE. \$ To be determined Indv _ (_).
25 26 27			per acre with the sales price to be determined by the actual amount of acreage of the Property, \$	
28 29			per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable surve should vary more or less than acre(s) from the estimated acreage.	У
30	3.	TERM		
31 32 33 34		throug signed	Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date" gh 07/01/2026 ("Listing Expiration Date"). If a contract to purchase, exchange or lease is before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Salement, exchange agreement, or lease agreement.	is
35 36 37		to the	teting of Property Commencement Date: Seller directs Broker to commence marketing of the Property for sale general public on the Effective Date OR	
38		O:	n the day of, 20	

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 4. TERMS of sale acceptable to Seller (such as USDA, Conventional, etc.): Cash/Conventional 5. POSSESSION OF PROPERTY to be delivered: at closing 6. SELLER CONCESSIONS. Seller is hereby notified that a buyer may request certain concessions in any offer to purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement. 7. COMPENSATION. BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE. Compensation to Broker for Sale: A total of \$\
6. SELLER CONCESSIONS. Seller is hereby notified that a buyer may request certain concessions in any offer to purchase. These concessions may include items such as home warranty, repairs, money toward buyer's closing expenses, buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement. 7. COMPENSATION. BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE. Compensation to Broker for Sale: A total of \$
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BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE. Compensation to Broker for Sale: A total of \$
Compensation to Broker for Sale: A total of \$
the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties. Cooperating Compensation: Broker is authorized to offer a cooperative compensation in the amount of or 0 % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. This amount shall be taken from the amount agreed to be paid to Listing Broker. Compensation to Broker for Lease: In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of \$
agrees to pay a total of \$
agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of Closing and/or any compensation that may be due under the terms of this Listing Agreement.
In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been fulfilled. Such compensation shall be payable without demand. Should Broker consent to release the Listing prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate agent incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
82 8. FURTHER INFORMATION CONCERNING PROPERTY. 83 A. Mineral, oil, gas, water and timber rights. 84 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? 85 If no, please explain: 86
B. Crops. Crops planted at the time of sale shall: Pass with the land to the buyer OR Remain with the Seller OR Other (please describe): Pass with the land to the buyer OR Remain with the Seller OR Other (please describe):

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RF131 – Lot/Land Exclusive Right to Sell Listing Agreement (Designated Agency), Page 2 of 8

2 3 4	There are no leasehold interests or tenant's rights in the subject Property, except as follows:				
5 6 7 8	D.	Licenses or Usage Permits. No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing, timber, usage rights to hunters, fishermen, or others except as follows:			
) 1 2 3	E.	Utilities. Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line, across the street, unknown, etc.) Electricity: Gas: Municipal Sewer: Municipal Water:			
 		Municipal Sewer: Municipal Water: Cable:			
	F.	Zoning. Seller represents that the Property is zoned			
	G.	Flood Zone. Is the Property or any part thereof located in a flood zone?			
	Н.	Exterior Injection Well, Soil Absorption and/or Percolation Test. 1. Exterior Injection Well. Does the Seller have knowledge of an exterior injection well being present on the Property? Yes / No			
		2. Soil Absorption and/or Percolation Test. Has the Property been tested for soil absorption and/or percolation? If either box is checked, please provide a copy of test results within days of signing Agreement.			
	I.	Subsurface Sewage Disposal. Has the Property been evaluated for a Sub-Surface Sewage Disposal System? □Yes / □No			
		If yes, please provide a copy within days of signing Agreement.			
	J.	Survey. Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within days of signing Agreement.			
	K.	Special Tax Arrangements. Is the Property in any special tax arrangement such as Green Belt? Yes / No If yes, please list details:			
	L.	Foreign/Unnatural Materials on Property. Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine production, radioactive material or radon on the Property (structure or soil)? Yes / No If yes, please list details, including the substance and its location:			
9.	RE	SPONSIBILITIES AND RIGHTS OF THE PARTIES.			
	Bro listi and data	ker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this ng with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable base provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that			
	asso Bro	listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local ociation of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. ker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is righted and may only be used in real estate transactions in which			

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193 194 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data reports.

Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. Property is offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A request from Seller to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the law.

10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.

Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one of the following:

Non United States citizen;

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Non resident alien: or

Foreign corporation, partnership, trust, or estate

It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.

11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate. Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the value of the Property, significantly reduce the structural integrity of the improvements on the Property, or the health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information. Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or misrepresentation by Seller and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions. Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry

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access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings thereof.

Seller acknowledges and agrees that Broker:

- (a) May show other properties to prospective buyers who are interested in Seller's Property;
- (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off the Property which may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Seller;
- (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

12. EXPERT ASSISTANCE.

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

13. AGENCY.

A. Definitions.

- 1. Broker: In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
- Designated Agent for the Seller: The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
- Facilitator / Transaction Broker (not an agent for either party): The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party, "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 4. Dual agency: The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.
- Adverse Facts: "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.



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6. Confidentiality: By law, every licensee is obligated to protect some information as confidential. This includes 245 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the 246 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee 247 discloses that licensee has an agency relationship with another party, any such information which the consumer 248 THEN reveals must be passed on by the licensee to that other party. 249 250 B. Duties owed to all Parties to a Transaction. 251 252 provided by law: 253 To diligently exercise reasonable skill and care in providing services to all parties to the transaction; 254

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise

- To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
- To provide services to each party to the transaction with honesty and good faith;
- To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
- 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
- 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of any other individual, organization or business entity in which licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
 - B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the licensee has an interest or from whom the licensee may receive a referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate services, without timely disclosure to the party who receives the referral, the licensee's interest in such referral or the fact that a referral fee may be received.

C. Duties owed to Client.

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee's client;
- Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a customer in the transaction; and
- 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:
 - A) Scheduling all Property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties listed under subsection 12.C.3., a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477. REALTORS

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D. Seller's Authorizations

- 2. Appointment of Subsequent Designated Agent. Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
- 3. Default to Facilitator in the event both parties are represented by the same Designated Agent. The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an advocate for either the Seller or any prospective buyers.
- 4. Resumption of Agency Status. In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or contemplated transaction between these parties is terminated and no further negotiations occur between the parties). At that time, the agent shall immediately revert to Designated Agency status for the Seller.
- 14. EARNEST MONEY/TRUST MONEY. Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.
- **15. TITLE.** Seller warrants Seller is vested with good and marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

16. OTHER PROVISIONS.

- A. Binding Effect, Entire Agreement, Modification, and Assignment. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- **B.** Governing Law and Venue. This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- C. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property
- **D.** Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- **E.** Fair Housing. Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property shall not be granted.
- 17. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND
 344 OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY.
 345 NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU

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346 347 348			GAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS I HAVE READ AND ACCEPT THESE TERMS AND EEMENT.
349 350 351	18.	CONFIDENTIALITY. Information which the Seller autwhich might otherwise be confidential: NONE	thorizes Broker and Broker's affiliated Licensees to disclose
352 353 354 355			
356	10	ENVIOREM AND ADDRESS A 11 - 12 12 12 - 14 - 14 - 14	
357 358 359 360	19,	a part of this Agreement: Exhibit A - Property List	a attached hereto, listed below, or referenced herein are made
361 362			
363	20.	SPECIAL STIPULATIONS. The following Special Stipul	ations, if conflicting with any preceding section, shall control:
364 365		Properties to be evaluated for market value individually	
366			
367 368			
369 370			
371	NO	TE: Any provisions of this Agreement which are precede	ed by a "¬" must be marked if a part of this Agreement.
372		The party(ies) below have signed and acknowledge receipt of	of a copy.
373		Teresa Congioloso dottoop verified 07/01/25 308 PM EDT 1.000-7/MDD-5UCB-CXDX	Keller Williams Greater Downtown dba Keller Williams Ridge to River
374		BY: Broker or Licensee Authorized by Broker	BROKER/FIRM
375 376		ato'clock □ am/ □ pm Date	143 3rd Avenue, Dayton, TN 37321 Address
377		Teresa Congioloso	Phone: 423.421.7852
378		Print/Type Name	Email: congioloso@gmail.com
379		The party(ies) below have signed and acknowledge receipt of	of a copy.
380 381		SELLER/OWNER	SELLER/OWNER
382 383		Print/Type Name	Print/Type Name
384		at o'clock 🗆 am/ 🗖 pm	at o'clock□ am/ □ pm
385		Date	Date
386 387		1475 Market Street - Dayton TN Address	Address
388 389		Phone: (H) (Cell) (Cell)	Phone:(H)(Cell)(W) Email:

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Table 1

	Address	Мар	Group	Parcel	Tax Value	Market Value
Morgantown						
337 Willow	337 Willow	0831	Α	10.00		
Clearview Drive	ClearView Drive	082M	С	3.00		
Clearview Drive	Clearview Drive	082M	С	4.00		
266 Burchard Drive	266 Burchard Drive	81		57.08		
Indian Hills Drive	Indian Hills Drive	083F	В	12.01		
Walker Road	Walker Road	66		56.00		
Walker Road	Walker Road	107		2,01		
Old Pikeville Hwy	Old Pikeville Hwy	089F	А	5.01		
School Road	School Road	089F	В	1.00		
Pikeville Ave	Pikeville Ave	101		61.01		
East Jackson	East Jackson	031J	В	2.01		
Old Dixie Hwy	Old Dixie Hwy	63		12.04		
Watts Bar Hwy	Watts Bar Hwy	43		92.01		
Murray Ave	Murray Ave	031J	В	9.00		
204 Washington Ave	204 Washington Ave	17		35.01		
Rockview Drive	Rockview Drive	013O	С	18.00		
Rockview Drive	Rockview Drive	013O	С	26,00		
Rockview Drive	Rockview Drive	013O	С	28		
Rockview Drive	Rockview Drive	0130	С	29		
Rockview Drive	Rockview Drive	0130	D	26.00		
Chestnut Drive	Chestnut Drive	038F	D	1.00		
Chestnut Street	Chestnut Street	30		8.00		