The Bradley County Commission meets in **Regular Session on January 5, 2025** at the Bradley County Courthouse in Cleveland, Tennessee at 7:00 P.M. EST. Bradley County Mayor, D. Gary Davis; Bradley County Clerk, Donna A. Simpson; and Bradley County Attorney, Crystal Freiberg are present. Chairman T. Crye calls the meeting to order.

The invocation is given by Commissioner Denny Collins followed by the Pledge of Allegiance lead by Commissioner Louie Alford.

On roll call, the following Commissioners are present: **DANIEL BEATY; MIKE HUGHES; LOUIE ALFORD; THOMAS L. CRYE; MILAN M. BLAKE; DENNY COLLINS; SCOTT GILBERT; HOWARD LEWIS THOMPSON; BOBBY GOINS; CINDY SLATER; TIM MASON; TOMMY LEDFORD; and JOSH ROGERS. TOTAL PRESENT: 13; ABSENT: 1.** There is a quorum present and Chairman T. Crye calls for the first order of business.

Commissioner B. Goins makes a **Motion to Approve the Minutes for December 15, 2025 Regular Session;** Commissioner H. Thompson seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

Commissioner B. Goins makes a **Motion to Approve the Mayor's Appointments for the Chamber Of Commerce Economic Development Council;** Commissioner T. Mason seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT COUNCIL APPOINTMENTS RECORDED AS AN ATTACHMENT

Commissioner M. Hughes makes a motion to **Approve The Consent Agenda for January 5, 2026 Regular Session;** Commissioner H. Thompson seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

CONSENT AGENDA 1-5-2026 RECORDED AS AN ATTACHMENT

*Commissioner M. Blake addresses the Commission, "Mr. Chairman, the Finance Committee met earlier today and voted on a number of recommendations for the Commission. First, as you may recall, last month this body voted to direct the County Attorney to obtain estimates for the remediation of the property located at **1770 Spring Place Terrace, SE**, pursuant to a court order issued on November 18, 2025, and to refer the matter to the Finance Committee.*

Attorney Freiberg met with the Finance Committee today and reported that an additional was held on December 12, during which the judge drafted an order of permissive language authorizing remediation of all items located on the property, which includes two parcels. As discussed previously, funds used for the cleanup would come from Fund 116, and a lien would be placed on the property to allow the county to recover some or all of the costs incurred."

Commissioner M. Blake makes a **Motion to Approve the Finance Committee's Unanimous Recommendation to Direct Attorney Freiberg to Proceed with Obtaining Quotes for the Remediation of This Property;** Commissioner M. Hughes seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

Commissioner M. Blake reports to the Commission, "EMS Director Lewis presented to the committee a Memorandum of Understanding between the Bradley County EMS and Bradley Medical Center, LLC addressing the transport of self-paying patients. Historically, many of these patients have been transported by EMS without payment. Under this MOU, Bradley County EMS would be permitted to bill Bradley Medical Center at the Medicare allowable rate for these transports, providing guaranteed revenue to our EMS department. I commend Director Lewis and the Mayor for successfully negotiating this agreement."

Commissioner M. Blake make a **Motion To Approve The Finance Committee's Unanimous Recommendation To Authorize The Mayor To Sign The Memorandum Of Understanding Between Bradley County EMS And Bradley Medical Center, LLC;** Commissioner J. Rogers seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

MEMORANDUM OF UNDERSTANDING BETWEEN BRADLEY COUNTY EMS AND BRADLEY COUNTY MEDICAL CENTER, LLC RECORDED AS AN ATTACHMENT

1-5-2026

Commissioner M. Blake speaks on behalf of the Finance Committee, "the Finance Committee continued its discussion regarding options for pursuing the installation of turf at county parks to expand recreational play opportunities and increase tournament-related revenue."

Commissioner M. Blake makes a **Motion to Adopt the Finance Committee's Unanimous Proposals from Qualified Institutions for the Installation of Turf at County Parks, As Well As Options for Repayment Utilizing an HCI Interfund Loan;** Commissioner B. Goins seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

Commissioner M. Blake states, "Lastly, the Finance Committee voted to submit a formal letter to the Bradley County Board of Education and Director of Schools requesting clarification regarding their intent to proceed with the track project, including a timeline of use of allocated funds."

Commissioner M. Blake **Makes a Motion to Approve the Finance Committee Recommendation to Send a Formal Letter and Request a Written Response by March 31, 2026;** Commissioner B. Goins seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

Commissioner B. Goins **Makes a Motion to Approve the Voting Session (Meeting) Agenda for January 5, 2026;** Commissioner M. Hughes seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1. The motion carries.**

VOTING SESSION (MEETING) AGENDA 1-5-2026 RECORDED AS AN ATTACHMENT

Commissioner B. Goins makes a **Motion To Approve (Item A) To Send A Letter To The Tennessee Department Of Mental Health And Substance Abuse Services And The Bradley County Legislative Delegation Opposing The Placement Of A Mental Health Hospital At 752 Pleasant Grove Road, SW, Map And Parcel Number 055 007.00;** Commissioner B. Goins seconds the motion. On roll call, the Commission votes as follows: D. Beaty, aye; M. Hughes, aye; L. Alford, aye; T. Crye, aye; M. Blake, aye; D. Collins, aye; S. Gilbert, aye; H. Thompson, aye; B. Goins, aye; C. Slater, aye; T. Mason, aye; T. Ledford, aye; and J. Rogers, aye. **TOTAL FOR: 13; OPPOSED: NONE; ABSENT: 1.** ***The motion carries.***

OPPOSING MENTAL HEALTH HOSPITAL LETTER RECORDED AS AN ATTACHMENT

There is no more business to come before the Commission and Chairman T. Crye motions to adjourn at 7:42 P.M. EST.

_____

Thomas L. Crye, Chairman

_____

Donna A. Simpson, County Clerk

Bradley County Commission Committees
Appointed by the *County Mayor*
*with confirmation from the County Commission

Chamber of Commerce Economic Development Council		D. Gary Davis		County Mayor		Term	
1 Year Term		Cindy Slater		Commissioner		1/27	Appoint
(appointed by County Mayor)		Tommy Ledford		Commissioner		1/27	Appoint

Bradley County Commission
Thomas Crye, Chairperson
CONSENT AGENDA
January 5, 2026, at 7:00p.m.
Bradley County Courthouse

APPOINTMENTS

1. Appoint Melanie Lawson as the 4th District representative to the HCI Committee term expiring February 28, 2027

REQUESTS TO DISPOSE OF ASSETS

2. Road Department request to dispose of 2025 Iron Bull Trailer FLG 32' asset 700988 (see page 4)

NOTARIES PUBLIC

3. Notaries public (will be presented at the meeting)

CHANGE OF VEHICLE STATUS FORM

This form is to be completed when a vehicle is transferred or disposed of in accordance with Bradley County general fixed assets policies and procedures. After you have reached your assigned divisional vehicle allotment, each vehicle received by transfer or surplus without release of another vehicle in exchange constitutes a fleet increase for your division.

SALE_____ SCRAP __X*__ TRANSFER _____ TRADE-IN _____

DEPARTMENT: Bradley County Road Dept. CONTACT PERSON: Angie Kaylor

DATE: 12-15-2025 PHONE NUMBER: (423) 728-7006

VEHICLE: VIN NUMBER: 50HFG3221s1904327 ASSET #: 700988 / T-1

YEAR: 2025

MAKE: Iron Bull Trailer MODEL: FLG 32'

MILEAGE: N/A

DATE ACQUIRED: 5/15/2025

Enhancements to vehicle: _____

If vehicle is disposed of as wrecked/scraped, please specifically explain method of disposal and include photographs: _____

Condition of vehicle: *Trailer was found to be defective and replaced under warranty with Asset #701013. This was at no cost to BCRD and equally valued, so no money was exchanged.

Approved by: Tom Collins 12/15/25

Department head/Elected official Date

Disposition of Property Described Above:

Sale Price: _____ Date: _____

Prepared by: _____

SUBMIT THIS FORM TO: FINANCE OFFICE/PURCHASING

Must submit form to Finance Office/Purchasing one week prior to voting session.
County Commission approval is required prior to disposal.
Completed form must accompany budget amendment request.

BRADLEY COUNTY CLERK
DONNA A. SIMPSON COUNTY CLERK
PO BOX 46
CLEVELAND TN 37364
Telephone 423-728-7226
Fax 423-478-8845

Notaries to be elected January 05,2026

TAMMY BENTLEY	LORRI MOULTRIE
LESIA CAZENAVE	TIMOTHY DALE MURRAY
JAZMYN COOPER	ANGELA D PATTERSON
MARGRET G DECKER	SHARM B PERRY
BRANDI E ENSLEY	DAPHNE D ROPKA
CAROLYN FLOWERS	DONNA H SCOTT
CHRISTOPHER MICHAEL JACKSON	BARRY MICHAEL SULLIVAN SR
NATHAN KING	JESSICA LEANN WEIR

PERSONAL SURETY

MEMORANDUM OF UNDERSTANDING
Between
Bradley County EMS
and
Bradley Medical Center, LLC

This Memorandum of Understanding ("**MOU**") is entered into by and between **Bradley County EMS**, a division of Bradley County Board of Commissioners, located at 499 Paul Huff Parkway, Cleveland, TN 37364, hereinafter referred to as ("**EMS**"), and **Bradley Medical Center, LLC**, a Tennessee non-profit limited liability company, doing business in Bradley County, Tennessee with a principal place of business located at 2305 Chambliss Avenue NW, Cleveland, TN 37311, hereinafter referred to as ("**BMC.**"). EMS and BMC may hereafter be collectively referred to as the "**Parties.**"

1. Purpose

The purpose of this MOU is to establish the terms and conditions under which EMS will provide ambulance transportation services, including Basic Life Support (BLS) and Advanced Life Support (ALS), on a twenty-four (24) hours a day, seven (7) days a week basis, for **all emergency and non-emergency hospital transfers** of **self-pay (uninsured) patients** originating from Bradley Medical Center.

2. Scope of Services

- EMS agrees to provide medically necessary ambulance transportation for self-pay patients, including both emergency and non-emergency transfers ("**Transport Services**"), and has in its employ the necessary equipment, duly qualified and trained personnel, infrastructure, and expertise to provide such ambulance transportation services and medical services to patients.
- Services include both BLS and ALS level care, as appropriate to patient needs and within EMS scope of practice.
- EMS agrees that BMC will exclusively determine whether the requested transportation service is an emergency or non-emergency transport or medically necessary.
- EMS agrees to handle all calls for Transport Services of BMC's patients in a timely manner.

3. Billing and Reimbursement

- BMC will provide approval for any request for a self-funded payment transfer.
- Upon approval of requested self-funded payment transfer, BMC agrees to pay EMS for each transport of self-pay uninsured patients at the **established Medicare allowable rate** applicable to the level of service provided.
- EMS will invoice BMC monthly, detailing each transport including date of service, patient identifier, level of care provided (BLS or ALS), origin and destination, and associated Medicare allowable rate.
- BMC agrees to remit payment to EMS **within 30 days** of receipt of each monthly invoice.

4. Term and Termination

- This MOU shall become effective upon signature of both parties and shall remain in effect for a period of **one (1) year**, unless otherwise terminated as set forth below.
- Either Party may terminate this MOU for any reason with **thirty (30) days' written notice** to the other Party.
- Either Party may terminate this MOU immediately upon a material breach, subject to the Party's opportunity to cure such breach within ten (10) days of written notice.

5. Compliance with Laws

- The Parties shall comply with all applicable local, state, and federal laws and regulations, including those related to patient privacy (e.g., HIPAA), ambulance operations, and healthcare billing practices.
- EMS agrees and warrants that it is a provider in good standing with Medicare, Medicaid, and all other applicable federal and state agencies, rules, and regulations.
- EMS is responsible for ensuring that all care and transportation provided under this MOU is compliant with state EMS protocols and licensure standards.

6. Liability and Insurance

- Each party shall be solely responsible for the acts and omissions of its respective employees, contractors, or agents.
- Nothing in this MOU shall be construed to create a partnership, joint venture, or employment relationship between the Parties. EMS is an independent contractor and not an agent or representative of BMC.
- EMS shall maintain professional, workers' compensation, and general liability insurance coverage for EMS and its employees and authorized agents in the amount required by Tennessee law.
- EMS agrees and acknowledges that all personnel employed by EMS in connection with the furnishing of Transport Services under this Agreement shall by duly licensed, credentialed, certified, and/or registered under applicable state law. EMS agrees to furnish reasonable proof of such qualifications to BMC upon request.
- During the Term of this Agreement, EMS shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage: (1) Commercial general liability insurance with limits no less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, which policy will include contractual liability coverage insuring the activities of EMS under this Agreement; (2) Professional medical malpractice insurance, including errors and omissions, with limits no less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate; and (3) Cyber liability insurance with limits no less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. EMS shall provide a certificate of insurance reflecting the

foregoing coverage within thirty (30) days of the Effective Date. EMS shall promptly notify BMC of the termination of such insurance or any reduction in the amounts of such insurance.

- EMS agrees to maintain commercial automobile liability insurance coverage on all vehicles used by EMS to transport any patient to or from BMC with limits no less than $1,000,000.00 per occurrence.

7. Confidentiality, Records, and HIPAA

- The Parties agree to keep confidential the terms of this Agreement, and neither party shall disclose the terms, provisions or other subject matter of this Agreement, unless expressly permitted by this Agreement, or otherwise required by applicable law or by order of a court or governmental agency with appropriate jurisdiction.
- The Parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91) ("HIPAA") and regulations enacted by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 – 164 (the "Privacy and Security Rules") and the requirements of the federal Health Information Technology for Economic and Clinical Health Act enacted on February 17, 2009 (the "HITECH Act") in the performance of their respective obligations hereunder. The Parties acknowledge and agree that they are each a "Covered Entity" as that term is defined under HIPAA and that they are each functioning as a "Covered Entity" under the terms of this Agreement. The Parties further acknowledge and agree that, if conditions change such that one party would be a "Business Associate" of the other, they will promptly execute an appropriate Business Associate Agreement to cover the services under this Agreement.

8. Governing Venue and Law

- Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the United States District Court of the Eastern District of Tennessee, Chattanooga Division, or the Circuit Court of Bradley County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- This Agreement had been executed and delivered, and shall be interpreted, constructed, and enforced pursuant to and in accordance with the laws of the State of Tennessee.

9. Entire Agreement

- This MOU constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior or contemporaneous oral or written agreements or contracts.

10. Amendments

- This MOU may only be amended in writing, signed by authorized representatives of both Parties.

11. NOTICES

- Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, or hand delivery to the Parties at the addresses set forth below:

EMS: Bradley County EMS
Attn: Adam Lewis
499 Paul Huff Parkway NW
Cleveland, Tennessee 37312

BMC: Bradley Medical Center, LLC
Attn: Savannah Moore, Esq.
2305 Chambliss Avenue
Cleveland, Tennessee 37311

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date written below.

Bradley County EMS

By: _____

Name: D. Gary Davis

Title: Bradley County Mayor

Date: _____

Bradley Medical Center

By: _____

Name: Lisa Lovelace

Title: CEO, Bradley Medical Center

Date: _____

Bradley County Commission
Thomas Crye, Chairperson
VOTING SESSION AGENDA
January 5, 2026, at 7:00p.m.
Bradley County Courthouse

1. Call to order
2. Microphone reminder – Please ensure your microphone is activated each time you speak to maintain clarity for the record, for those joining us remotely, and for everyone here in the room.
3. Invocation
4. Pledge of Allegiance – Commissioner Louie Alford
5. Roll call
6. Approval of minutes
7. Report from County Mayor
8. Consent agenda (see pages 3-4)
9. Reports from committees and/or districts
10. Unfinished business
11. Approval of agenda
12. Agenda items

    A. Motion to send a letter to the Tennessee Department of Mental Health and Substance Abuse Services and the Bradley County Legislative Delegation opposing the placement of a mental health hospital at 752 Pleasant Grove Road SW, map and parcel number 055 007.00 (see pages 5-6) – Commissioner Mike Hughes

13. Communication from the audience (Chairperson will recognize and allow up to five minutes for anyone wishing to speak. Speakers must identify themselves for the record and address their concerns to the Commission as a whole.)

14. Announcements

15. Adjourn

Next meeting: Monday, January 12, 2026, at 12:00p.m., Courthouse

Upcoming Events
*HCI Committee, January 8, at 5:30p.m., Commission Office
*Joint City-County Fire Ad Hoc Committee, January 9, at noon, City Offices

OFFICE OF THE BRADLEY COUNTY
COMMISSION CHAIRMAN
P.O. BOX 1167, CLEVELAND, TN 37364

January 5, 2026

Commissioner Marie Williams
Tennessee Department of Mental Health & Substance Abuse Services
500 Deaderick Street
Nashville, TN 37243

Re: Proposed State Mental Health Hospital in Bradley County

Dear Commissioner Williams:

I am writing on behalf of local elected officials and concerned citizens regarding the State's recent interest to acquire property in Bradley County for the purpose of locating a new state mental health hospital.

Local officials and the community were troubled to learn that the State moved forward with property acquisition efforts without transparency and without notifying or engaging county leadership. This deliberate lack of communication has understandably generated significant opposition among residents, and local elected officials share their concerns and displeasure with the manner in which this process has unfolded.

In addition to the lack of transparency, this proposed location for a large State operated inpatient mental health hospital raises serious issues that merit careful consideration. These serious issues include the potential deterrent to future development at Exit 20, the proximity of the facility to existing residential neighborhoods and current and planned schools, and broader public safety considerations. These impacts extend beyond the immediate site and affect long-term planning and growth for Bradley County as a whole.

We also understand that the State's interest in this site stems from the State's plans to close the existing Moccasin Bend mental health facility in neighboring Hamilton County, due to limitations on expansion or redevelopment related to the results of the archaeological review. While we recognize the challenges associated with the current facility, shifting operations to our county does not resolve the broader concerns if it comes at the expense of local planning, economic development, and public trust.

From an economic standpoint, the proposed relocation offers limited benefit to our community. The majority of jobs would transfer from the existing facility rather than represent new employment opportunities, while the County would lose property tax and fire tax revenue due to the State's ownership of the site. This represents a net negative fiscal impact for our local government and taxpayers.

For these reasons, we respectfully request that the State pause further action at the proposed site and to consider alternative locations for this facility that are better suited for its operational needs and less disruptive to local communities and long-term development plans. We also ask that any further site selection process include transparent communication and meaningful collaboration with the communities most directly affected.

Thank you, Commissioner Williams, for your attention to this serious concern. Certainly, we welcome the opportunity to discuss this issue further and to work toward a solution that respects local input, planning priorities, and the well-being of our residents.

Sincerely,

Thomas Crye

cc: Senator Tom Hatcher
Representative Dan Howell
Senator Adam Lowe
Representative Kevin Raper