

AGENDA
RHEA COUNTY COMMISSION MEETING
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, OCTOBER 21ST, 2025, AT 6:00 P.M.

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. PUBLIC COMMENTS
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Consider budget amendments and appropriations.
 - B. Read into the minutes Rhea County Committee Minutes.
 - a. Rhea County 911 Emergency Communications District Board Of Directors August
 - b. Rhea County Regional Planning Commission August and September
 - c. Rhea County Library Board July
 - d. Rhea County Local Emergency Planning Committee September
 - e. Rhea County Medical Center Board Of Directors August
 - f. Rhea County Extension Ag Committee September
 - g. Rhea County Purchase and Finance Committee August and September
 - h. Rhea County Budget Committee July and August

- C. Consider Resolution Approving And Accepting the \$3,635.00 Non-Matching Grant between the State Of Tennessee State Library And Archives And Rhea County Archives. - Rhea County Archivist
- D. Consider Resolution Approving And Accepting The \$150,000.00 Non-Matching Grant Between the State of Tennessee Department Of Economic And Community Development And Rhea County. -Jim Vincent
- E. Consider Resolution To Allocate \$41,313.50 From The Hotel Motel Tax Fund to Fund Three Additional Fishing Tournaments. -Tourism Director
- F. Consider Resolution To Allocate The Sum Of \$2,700.00 From the Hotel Motel Tax Fund To Rhea County Department Of Tourism. -Tourism Director
- G. Consider Resolution To Amend Timeline Of Submission And Awards For 2025-2026 Fiscal Year Opioid Abatement Funds Grant Distribution. -Jim Reed
- H. Consider Resolution to Appoint A Member To The Rhea County Industrial Development Board. -Jim Vincent
- I. Consider Resolution To Declare Outdated Equipment No Longer Used By Rhea County Solid Waste As Surplus And To Sell, Salvage, Or Dispose Of In An Appropriate Manner. -Jim Vincent
- J. Consider Resolution To Amend Designated Holiday Schedule For 2025 To Add Two Additional Holidays. -Mark Cashman

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

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

**MEETING MINUTES
August 11, 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, Secretary Bill Thedford, Assistant Treasurer Tommy Solomon, Sheriff Mike Neal, Jim Reed, Leo Stephens, and Brad Harrison. Vice-Chairman Ted Jones was 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.

2025-08-01. Call to Order, Roll Call, and Welcome.

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

2025-08-02. Agenda & Visitors

Board members reviewed the proposed agenda (Exhibit A). Bill Thedford made a motion to accept. Brad Harrison seconded it. It was approved by unanimous approval (UA). No visitors were there.

2025-08-03. Previous Meetings Minutes

The Board reviewed the minutes of June 23 (Ex. B). Bill Thedford made a motion to approve. Brad Harrison seconded the motion, which was UA.

2025-08-04. Financial Report

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

2025-08-05. Director Report

Director Shane Clark said that seven (7) certificates of deposit (CD) were renewed at 4.18% at Southeast Bank. He also said that there is a proposal from AT&T for new service, in replace of the current copper system. The other alternative is not better, as the proposal costs more. Director gave an update on the construction project.

2025-08-06. Legal Counsel Report

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

2025-08-07. Conference Schedule

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

2025-08-08. Next Meeting

The next regular meeting will be **October 13**, at 5:00 p.m., in the 911 Conference Center, 8860 Back Valley Road, Evensville, or such other location as may be announced.

2025-08-09. Adjournment

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

CERTIFICATION:

These are the true, accurate, and complete minutes of the meeting held on the date stated above. These have been approved by the Board of Directors.

Certified by:

Chairman of the Board

Member of the Board

DATE: _____

RHEA COUNTY REGIONAL PLANNING COMMISSION
REGULAR CALLED MEETING
Tuesday, August 26, 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 Congiolo, Jeff McDaniel, Shane Clark, Tommy Snyder, Billy Thedford.

B. READING AND APPROVAL OF MINUTES – Tuesday, July 22, 2025

Approved as presented. Billy Thedford/Jeff McDaniel. 6-0

C. NEW BUSINESS

1. Don Gravett 1-Lot S/D – Final Plat (Tellico Land Surveying)

Refer to staff for water signature. Billy Thedford/Tommy Snyder 6-0

2. Tim Hooper 1-Lot w/Access Easement – Final Plat (Kale Belk Surveying)

Approved as presented. Jeff McDaniel/Shane Clark. 6-0

3. Douglas / Robert Brinkmeier Lot Line Adjustment – Final Plat (Dock Smith Surveying)

Refer to staff for remaining signatures. Tommy Snyder/Jeff McDaniel 6-0

4. Christopher Baxter 1-Lot w/Access Easement – Final Plat (Dock Smith Surveying)

Approved as presented. Billy Thedford/Shane Clark. 6-0

5. Gerald Schuler (Zimmerle S/D) Lot 2 to 2A – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Billy Thedford/Tommy Snyder 6-0

6. Ivey Hayes 1-Lot S/D – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Tommy Snyder/Billy Thedford. 6-0

7. Any Properly Presented New Business

D. OLD BUSINESS

1. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

Billy Thedford/Jeff McDaniel 6-0

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

**RHEA COUNTY REGIONAL PLANNING COMMISSION
REGULAR CALLED MEETING**

Tuesday, September 23, 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 Congiolo, Shane Clark, Billy Thedford, Jeff McDaniel, Rick Wilkey, Chad Reese, SETD

B. READING AND APPROVAL OF MINUTES – Tuesday, August 26, 2025

Approved as presented. Jeff McDaniel/Billy Thedford. 6-0

C. NEW BUSINESS

1. Brian Howard Lot Line Adjustment (Back Valley Rd) – Final Plat (Kale Belk Surveying)

Approved as presented. Jeff McDaniel/Billy Thedford. 6-0

2. William Hayes 1-Lot S/D (Irvine Ln Prvt) – Final Plat (Dock Smith Surveying)

Refer to staff for signatures and correction to remove water certificate. Water availability 10000+ ft away. Billy Thedford/Rick Wilkey 6-0

3. Brenda Hill 1-Lot S/D (Boofer Rd) – Final Plat (Dock Smith Surveying)

Approved as presented. Billy Thedford/Rick Wilkey 6-0

4. Sergio Rosas/Lot 6 Barbara Elsea 4-Lot S/D (Old Graysville Rd) – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Shane Clark/Billy Thedford. 6-0

5. EHS Developers/Small Pine 3-Lot S/D (Earl Broady Rd) – Final Plat (Dock Smith Surveying)

Move to next month. Jeff McDaniel/Billy Thedford. 6-0

6. Cedar Cove / Private Covenants Discussion

No representative.

7. Any Properly Presented New Business

D. OLD BUSINESS

1. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

Billy Thedford/Shane Clark

NEXT REGULAR SCHEDULED MEETING: Tuesday, October 28, 2025, at 5:30pm
Plats will be due by 12:00 noon on Tuesday, October 14, 2025

Rhea County Library Board Meeting
July 10, 2025

The Rhea Library Board met at the Roddy Library on July 10, 2025. Members present were Rebekah James, Jan Jasso, Melody Rheuling, Crystal Giles, Tyler Brown, and Carrie Weller.

Old Business-Tyler called the meeting to order. The agenda was shared and minutes from the May 6th and May 22nd meetings were approved as read. The Spring City library sent photos of their Summer Fun program. They had 126 readers, 112 adults, as well as a community read along,

New Business-The Storybook Library has reopened. The public comment policy has been finalized. Officers were elected. Crystal Giles will be the new secretary, taking over for Jan Jasso, while Rebecca James and Tyler Brown will remain in their respective offices of vice president and president. A motion was made for approval of these officers by Crystal Giles and seconded by Melody Rheuling. All members approved.

The next meeting will be held at the Deb Reel Pelfrey Library in Graysville on October 2nd, at 4:00.

The meeting was adjourned.

Respectfully submitted,

Jan Jasso

Local Emergency Planning Committee (LEPC) Meeting Minutes

Date: September 24, 2025 **Time:** 10:00 AM **Location:** Rhea County Justice Center

Attendees: Daryle Cochran, Jennifer Jewell, Mary Young, Kim Iley, Steven McMilan, Jack Kauffman, Kevin Hackler, Tony Norman, Gary Roberts, Darren Bakkestuen, Russ Ossmann, Anna Smith, Matt Kaylor, Patrick Austin, Brad Harrison, Karson Dye

1. Call to Order

The meeting was called to order at 10:00 AM.

2. Guest Speaker: Hamilton County LEPC Representative, Patrick Austin

Mr. Austin attended the meeting to share information and best practices from the Hamilton County LEPC. Key takeaways included:

- **Best Practices:** The value of a dedicated Facebook page for public outreach and communication.
- **Financial Resources:** The importance of establishing funding sources for the committee's activities.
- **Training:** A review of available training opportunities.
- **Outreach:** Strategies for expanding outreach to maximize attendance and participation in LEPC initiatives.

3. Training Opportunities

- LEPC members requested a list of potential training topics from local leadership.
- The Tennessee Emergency Management Agency (TEMA) representative, Kim Iley, informed the group that a comprehensive list of training topics is available on the TEMA website.
 - The training is provided at no cost to the LEPC or individual companies.
 - A minimum of 15 participants is required for TEMA to conduct a training session.
 - Brad Harrison said he could arrange training provided by the local EMA.

4. Committee Structure & Membership

- Matt presented and reviewed potential LEPC Subcommittees and the inclusion of "At-Large" members to broaden representation.
- Brad encouraged the committee to formally include the Red Cross and the Southern Baptist Association as members.
- Matt reviewed the current master contact list, emphasizing the importance of identifying the correct emergency planning individuals at each facility and reaching out to companies not yet represented.
- Members suggested several local organizations for outreach, including Watts Bar, Rogers Group, local schools, Industrial Wood, Vulcan, Rhea of Sunshine, and area day care centers.
- Russ Ossmann (LZB) suggested adding three additional emergency contacts for each member company to ensure participation if the primary contact is unavailable.

5. New Business & Action Items

- **Document Repository:**
 - **Discussion:** Anna requested the creation of a central, local repository to store committee documents and information, ensuring continuity and preventing knowledge from being siloed with one individual.
 - **Action:** Karson Dye, Rhea EMA Representative, suggested to the committee access to "Box" cloud storage, to serve as the official document repository.
- **Business & Industry Outreach:**
 - **Action:** Anna will contact the Dayton and Spring City Chambers of Commerce to request a complete list of all business and industry contacts in the county.
- **Social Media Presence:**
 - **Discussion:** The group discussed the benefits of creating a dedicated Facebook page for the local LEPC suggested by Gary Roberts, representative of Rhea Medical Center.
 - **Action:** Huber representatives agreed to take the lead on creating and managing the page.
- **Grant Opportunities:**
 - **Action:** Russ Ossmann offered to research potential grant opportunities and requested that the Hamilton County LEPC representative share any information or resources they have utilized.
- **Tier II Submissions:**
 - **Discussion:** Brad highlighted the importance of Tier II reporting and the need to follow up with local industries that have not yet submitted their 2024 reports.
- **Local Bylaws:**
 - **Discussion:** The primary topic for the October meeting will be the creation of local LEPC Bylaws.
 - **Action:** Matt will share a copy of the Hamilton County LEPC Bylaws with the group to use as a template and starting point.

6. Future Meetings

The committee confirmed the meeting schedule for the remainder of the year:

- **October 29, 2025**
- **November 2025:** No meeting scheduled.
- **December 3, 2025**

7. Adjournment

With no further business to discuss, the meeting was adjourned.

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

TIME The Rhea Medical Center Board of Directors met in a regular meeting
AND on Monday, August 18, 2025, at 5:00 p.m. in the boardroom
PLACE of the Medical Center

MEMBERS

PRESENT Billy Thedford, Board Chair
 Lebron Purser, Vice Chair
 Jim Reed
 Bill Hollin
 Leo Stephen
 Shane Clark

MEMBERS

ABSENT Jeff McDaniel

OTHERS

PRESENT Hoss Whitt, CEO
 Harv Sanders, CFO
 Brandi Lytle, RN, Quality Director
 Sam Brown, Ovation Health
 Carol Ann Barron, Attorney
 Teresa Roberts, Recording Secretary

BUSINESS

I. WELCOME AND INTRODUCTION

Chairman Billy Thedford welcomed Board members and guests to the August 18, 2025, regular meeting of the Board of Directors.

II. CALL TO ORDER

The meeting was called to order at 5:00 p.m.

III. REVIEW OF MISSION, VISION, VALUES

Chairman Thedford deferred to board member Shane Clark to read aloud the Mission, Vision, and Values statements.

IV. FINANCE COMMITTEE REPORTS

- **Quality Report**

Brandi Lytle, RN: there will be no report given due to EHR conversion and DNV survey during July.

- **Financial Report-Month Ending July 31, 2025 (Written report attached.)**

-Reported a net income of \$48,000 for July 2025, including loss of \$109,000 from physician practices.

-Gross Patient Revenue surpassed budget by \$675,000.

-Inpatient Revenue was below budget by \$266,000 due to lower admissions and fewer inpatient surgeries.

-Outpatient Revenue exceeded budget by \$942,000. The following areas had the highest increase over budget: Pharmacy (+555,000), Emergency Department Physician fees (+121,000) and Surgery (+161,000).

-Salaries are over budget by \$44,000. Salaries over budget due to physician practices bonuses (+23,000) & Medical Floor (\$19,000) use of overtime to cover open positions.

-Physician fees under budget by \$97,000 due to lower Emergency Physician fees & physician recruiting fees.

-Supplies over budget by \$119,000. Cost of 340B drugs were over budget by \$112,000.

V. APPROVAL OF MINUTES

Leo Stephens made a motion; seconded by Bill Hollin to approve the board meeting minutes of July 21, 2025. There was no discussion, and no one opposed. Motion passed unanimously.

VI. MEDICAL STAFF REPORT

A. MINUTES

Billy Thedford presented the Medical Executive Committee meeting minutes of July 8, 2025, (see attached) due to Dr. Lackey being absent.

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

B. CREDENTIALING

Billy Thedford presented the medical staff credentialing for July 2025.

New Appointments

- Nathan Schatzman, MD
- Samuel James, RN 1st Assist
- Eric Satterfield, DO
- Kenneth Golden, DO
- David Childress, MD
- Ben Cottrell, MD

Shane Clark made a motion, seconded by Jim Reed, to approve the new appointment to the medical staff for Nathan Schatzman, MD as presented. There was no further discussion and none opposed. Motion carried.

Lebron Purser made a motion, seconded by Leo Stephens to approve the new appointment to the medical staff for Samuel James, RN 1st Assistant as presented. There was no further discussion and none opposed. Motion carried.

Lebron Purser made a motion, seconded by Leo Stephens to approve the new appointment to the medical staff for Eric Satterfield, DO as presented. There was no further discussion and none opposed. Motion carried.

Lebron Purser made a motion, seconded by Leo Stephens to approve the new appointment to the medical staff for Kenneth Golden, DO as presented. There was no further discussion and none opposed. Motion carried.

Lebron Purser made a motion, seconded by Leo Stephens to approve the new appointment to the medical staff for David Childress, MD as presented. There was no further discussion and none opposed. Motion carried.

Lebron Purser made a motion, seconded by Leo Stephens to approve the new appointment to the medical staff for Ben Cottrell, MD as presented. There was no further discussion and none opposed. Motion carried.

Reappointments:

- Jennifer Mirza, MD
- Caleb May, DO
- Harvey Solomon, MD
- Robert Wojtanowski, MD

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

Provisional Period Extensions

- Shana Freeman, NP
- Nicholas Litwin, DO
- Jeffrey Longenecker, PA

Leo Stephens motioned; Shane Clark 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 no deletions from the medical staff for the month of July 2025. No action required.

VII. NURSING SERVICES REPORTS

Samantha Bryant presented the CNO report. Census is down from last year. See report attached.

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

VIII. QUALITY MANAGEMENT

No report for the month of July 2025.

IX. COMMITTEE REPORTS

A. FINANCIAL STRATEGIC PLANNING

Approval/July 31, 2025 Financial Statements

Jim Reed motioned to approve the Financial Statements for the month ending July 31, 2025, as presented. Shane Clark seconded the motion, there was no discussion, and none opposed. Motion passed unanimously. (Report attached.)

B. RENOVATIONS/MAINTENANCE

Leo Stephens reports that demolition of the inside of the new physical therapy bldg. is completed.

C. RECRUITMENT

No report.

D. EDUCATION/PUBLIC RELATIONS

No report.

E. LONG RANGE/FUTURE PLANNING

No report.

X. ADMINISTRATOR'S REPORT

Hoss presented:

- Through Concord Medical, we have hired three ED physicians to assist with our staffing. We need two additional PRN physicians before we can make the transition away from Concord. We are tentatively planning that transition on January 1st of 2026.
- We have our first spine surgery scheduled for the end of the month.
- The interior of the restaurant building has been removed. We are getting quotes for the roof, drive through and exterior work right now.
- We have started the employment process with the CRNA's, and we are still on track to make that transition November 1st.
- There has been a sudden spike in pay increases in the medical field in our area in the past 90 days. We are adjusting salaries to reduce turnover and remain competitive. We are currently extremely short-handed with night nursing, and medical assistants.
- Rhea Medical is hosting the Chamber Lunch on August 28th. We are hoping to have Dr. Hodges speak at the event. If he is unable to make the event, I will promote the spine program on his behalf.
- I have submitted a survey to THA to help Shape Tennessee's Rural Health Transformation Plan. Tennessee will be awarded \$100 million dollars via grant application as part of the Trump "Big Beautiful Bill". This survey helps the state determine how best to allocate the awarded funds.

Lebron Purser motioned to approve July 2025 Administrator's report as presented. Bill Hollin seconded. There was no discussion, and none opposed. Motion carried unanimously.

XI. MISCELLANEOUS

Safety Committee Meeting none to report for July 2025

XII. OVATION HEALTHCARE REPORT

- Sam reported that RMC has had a nice start to the fiscal year.
- Learning institute now has 8 programs for CEO/CFO's on how the "Big beautiful bill" will impact rural hospitals.
- Congratulated staff on hard work of the DNV survey.
- Patient experience assessment will be in November 2025.

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

XIII. OLD BUSINESS

None to report.

XIV. NEW BUSINESS

Approval of Keener Marketing Signage for the medical office buildings in the amount of \$7,760. Lebron Purser made a motion to approve seconded by Shane Clark. There was no discussion and none opposed. Motion passed unanimously.

Approval to sale property at 2630 Rhea County Hwy. Jim Reed made a motion to approve seconded by Leo Stephens. There was no discussion and none opposed. Motion passed unanimously.


XV. HOSPITAL COMMITTEE CHAIRMAN'S REPORT

Thanked Lebron Purser for filling in at last board meeting. Also thanked Sam, Brandi, Hoss and Harv for all their hard work and all they continually do for RMC.


XVI. ADJOURNMENT

There being no further business to discuss, a motion was made by Jim Reed and a second was made by Lebron Purser to adjourn the meeting at 5:42 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, September 15, 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.



Recording Secretary



Board Chair

**Extension Ag Committee
Meeting Minutes
September 15, 2025**

The UT/TSU Extension – Rhea County Ag Committee met on Monday, September 15 at 3:30 p.m. at the Extension office. Those present included Extension staff members Kinsey Hixson, Peter Bimmel, Felicia Moorehead, Hailey Updike, and Kelly Grant; Ag Committee Chairman Tim Wright and Ag Committee members Angela Shaver, Emmaly Fisher, Billy Thedford, and Don Massengale. Extension Agent Chasity Phillips was not present, along with Ag Committee members Phillip Dunn and Diana Pace. Tim Wright opened the meeting with a welcome and introductions.

Staff members gave an update of their 2025 year in review. Kinsey Hixson spoke on FCS programming, including Drums Alive, Matter of Balance, and Give A Kid A Chance. She is currently working with Kim Travis and Lori Smith on hosting Drums Alive classes for Dayton City and county schools during physical education classes. She recently completed the year-long dossier process and was promoted to Extension Agent II.

In Chasity's absence, Kinsey updated members on the Master Gardener program, including the recent Master Gardener intern class. Seven participants learned a variety of gardening-related topics. She highlighted the Master Gardener Seed Swap, Tree Giveaway, Poetry contest, and their involvement in the Fair. She also highlighted the Shooting Sports season and the 4-H Homeschool Clubs.

Peter Bimmel informed members of Ag Programming, including Farm Safety Day with 34 attendees, Master Beef Producer classes, the Novel Endophyte Tall Fescue Field Day held in Rhea County with 25 attendees from across the region, and the Small Ruminant Workshop held in May with 17 attendees. Peter has also begun hosting monthly meetings for beef producers. Any producer attending seven of the monthly meetings can qualify for Master Beef Producer. Upcoming events include the Master Farm Manager course, Private Landowner Forest Management field day, and the application period for the TN Ag Enhancement cost-share program.

Felicia Moorehead and Hailey Updike presented on the 4-H program. 4-H Clubs have started again for this school year. Last school year was successful with several new activities. 4-H Honor Club has been re-established, and there are currently five active members. A recruiting event will be held on September 29 for Honor Club. A variety of classroom contests were held in 2025 including 4-H posters, Public Speaking, 4-H Demonstrations, and Piggy Banks. Felicia and Hailey also participated in the Ag in the Classroom training and received many valuable resources to assist with classroom education. 4-H Camp was a great success, and there were 44 youth

participating. Hailey applied for and received funding for a STEM program for 6th grade clubs and also received the Fasola Grant for \$2,500 in funding for a 4-H sewing program.

Discussion was held among all those present on current Extension programming, and Kinsey asked the committee for suggestions or recommendations on what we could do to better assist clientele.

With there being no further business, the meeting adjourned.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kelly Grant". The signature is written in black ink and is positioned above the printed name.

Kelly Grant
Administrative Support Assistant II

Purchase and Finance Meeting
August 12, 2025
5:00 p.m.

Commissioners' Present: Sandy Francisco, Nick Welch, Leo Stephens, Phillip Dunn; Also present were County Executive- Jim Vincent, Assistant Director of Schools, Lori Derlak, and Finance Director-Ralph Beck.

Previous Minutes: Mayor Vincent made a motion to accept the minutes on July 15, 2025, as presented. Commissioner Dunn seconded the motion. A vote was taken, and all were in favor.

Old Business:

Engineer/Architect Bid

It was discussed that Southeastern Development would be hiring an engineer to work across multiple counties. Mayor Vincent suggested that we issue a Request for Qualifications (RFQ) for an engineer to use on projects. However, after Ralph Beck stated that the RFQ would need to be applied for the entire fiscal year, it was decided to table the motion to gather additional information. A vote was taken, with four in favor and one abstention.

Bid Requests:

Old Washington Convenience Center Land Clearing

Mayor Vincent reviewed the bid specifications, and Commissioner Stephens inquired whether all 1.6 acres were to be cleared. Mayor Vincent confirmed that they would. Commissioner Welch pointed out that the specifications must address dirt and soil testing. Mayor Vincent noted that there wouldn't be much dirt to deal with and suggested that the Highway Department could potentially clear the lots. After extensive discussion, it was proposed that the project be put out for bid. A vote was taken, and all members approved.

Weapons Detection System & Safety Platform

Commissioner Welch inquired whether benchmarking was obtained for the needed system. Assistant Director of Schools Lori Derlak explained that it is a portable all-weather system designed for use at events such as football games and high school graduations. They are currently using the same system at Titan Stadium and within Rutherford County Schools. Commissioner Welch suggested that the sensitivity of the system could be adjusted to detect all types of weapons.

A motion was made by Mayor Vincent and seconded by Commissioner Dunn to approve the specifications and to put the project out for bid. The motion was unanimously approved.

Student Transportation Management & Safety Platform

Commissioner Welch reviewed the bid specifications, explaining that the project involves installing a GPS system in buses to track their speed, routes, maintenance, and mileage. He suggested that they consult with other schools to benchmark the software. A motion was made by Commissioner Dunn and seconded by Commissioner Francisco to approve the specifications and proceed with the bidding process. A vote was taken, and all members approved the motion.

Pedestrian Walkway (RCHS)

Commissioner Welch discussed the bid specifications with the group and suggested that they adhere to all ADA compliance standards and include engineered documentation before proceeding with the bid. It was agreed that the bridge should comply with OSHA regulations and be constructed from aluminum or steel, avoiding any wood materials. The design must be capable of supporting the weight specified in the engineered documentation. After considerable discussion, Mayor Vincent made a motion to put the project out for bid, which was seconded by Commissioner Stephens. It was decided that the school should hire an engineer to specify the mounting and construction materials for the bridge. A vote was taken, and all approved.

New Business:

Huntington Lease Agreement and Resolution (Scoreboards and Sound System)

Finance Director Ralph Beck reviewed the lease agreement and resolution. The lease covers a jumbotron for basketball, scoreboards for baseball and softball, as well as a sound system for the auditorium. This will be a zero percent lease, with payments of \$134,890.99 each year for four years, to be covered by Lazy Boy. Everyone was in favor of sending the agreement to County Attorney Carol Ann Baron and the County Commission for approval.

Reports:

Director Beck presented his monthly reports, which included the summary financial statement, Trustee report, fiscal health metrics, debt statistics, and ratios.

Commissioner Welch commended the schools for their much-improved bids and specifications. Mayor Vincent would like Ralph Beck to go over the investments and reserve accounts at the next meeting.

Adjournment:

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

Purchase and Finance Meeting
September 9, 2025
5:00 p.m.

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

Previous Minutes: Commissioner Francisco made a motion to accept the minutes on August 12, 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:

Sheriff Uniform Specs

Finance Director Beck reviewed the bid specifications for the Sheriff's Department uniforms. He noted that the phrase "or equal" should be included in the bid documents. Commissioner Stephens added that any vendor submitting a bid for an "equal" item must specify the brand they are proposing. After discussion, a vote was taken, and all members approved the recommendations.

Old Washington Convenience Center Land Clearing Award Bid

Finance Director Beck announced that the contract for clearing the land at the Old Washington Convenience Center has been awarded to L&J Excavating, represented by Michael Griffin, who submitted the lowest bid. Mayor Vincent will meet with Mr. Griffin to discuss the land clearing process, properly stake off the property, and coordinate with Brad Harrison to determine the location for the future fire department building.

New Business:

Roofing Bid Specs for Tourism and Avalon (Landon's Place)

Finance Director Beck reviewed the roofing specifications for the Tourism building. Commissioner Stephens expressed concerns regarding the roofing material and insulation. He noted that the 2.6 ISO board was a special order and suggested that using 2-inch insulation would be more cost-effective. Additionally, he recommended removing the center terra cotta and instead wrapping it to allow for a longer warranty. He also advised using a 2x8 or 2x10 board around the metal components.

Bobby Harris, the Maintenance Supervisor, responded by stating that the terra cotta is in good condition and does not need to be removed. Commissioner Stephens offered to meet with Supervisor Harris at the site to inspect the terra cotta. The Commission agreed to adopt the changes suggested by Commissioner Stephens and will grant final approval of the bid specifications. A vote was conducted, and all members approved the suggestions.

A motion was made by Commissioner Stephens to use the same bid specifications for the Avalon Center roof. Commissioner Francisco moved to approve, and Commissioner Stephens seconded the motion. A vote was taken, and all were in favor.

New Business:

Spyglass

SpyGlass is a company that offers personalized technology expense solutions. They conduct audits of telecom bills to identify overcharges and inefficiencies, helping clients find ways to save money. There are no upfront costs, and their compensation is based on success; the County will only pay if SpyGlass identifies savings and the recommended solutions are implemented. For any recommendations that are put into action, the County will pay SpyGlass a portion of the savings generated.

Finance Director Beck will oversee the project and will report back to the committee for approval of all recommendations. After Bobby Harris shared examples of what his team has discovered, Mayor Vincent expressed a desire for Bobby to be included in the process. Commissioner Stephens made a motion to approve the project, which was seconded by Commissioner Francisco. A vote was conducted, and all members approved.

ITVoice Technology

Finance Director Beck discussed the possibility of using a service like ItVoice to help implement a firewall, create a domain, and set up email addresses. He mentioned that this service would be utilized for the Finance and Building Codes Department at the Phil Swafford Building, as well as for the Mayor's office at the Courthouse. Currently, this conversation is in the preliminary stages, and Director Beck wanted to inform the committee. He will provide further updates as more information becomes available.

Reports:

Director Beck presented his monthly reports, which included the Trustee report, fiscal health metrics, summary of investments, debt statistics, and ratios.

The Finance Director informed the committee that the Finance Department is experiencing issues with various departments not requesting purchase orders before making purchases. Commissioner Francisco suggested that individuals should pay for the invoices themselves if a purchase order is not requested in advance. Director Beck stated that he would provide monthly reports on any violations so the committee can address the issues with the individuals involved.

Adjournment:

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

Rhea County Budget Committee Meeting

July 15, 2025

5:00 p.m.

Present:

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

Minutes:

Commissioner Reed made a motion to accept the minutes of June 30, 2025. Commissioner Cashman seconded the motion. All were in favor.

Budget Amendments:

101 Amendment: Budget Amendment 134-C was presented to the Budget Committee by Chairman Thedford. A motion to approve the budget amendments as presented was made by Commissioner Cashman and seconded by Commissioner Reed. A vote was taken, and all were in favor.

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 Reed and seconded by Commissioner Cashman. All were in favor.

Special Called Budget Committee Meeting

August 8, 2025

6:00 p.m.

Present:

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

Minutes:

No minutes were presented at this meeting. They will be presented at the next regularly scheduled meeting.

Budget Amendments:

None

New Business:

Director Beck presented the proposed 2025-2026 budget to the budget committee. He stated that he removed the rescue boat from the EMA's budget and that he had removed all contributions to other agencies except for the Rhea County Library, Rhea Senior Neighbors and Senior Lighthouse. All other items in the budget remained the same as they were in the last budget workshop. Commissioner Reed made a motion to approve the budget and recommend it to the full County Commission. Commissioner Cashman seconded the motion. All were in favor.

Adjournment:

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

RESOLUTION _____

**RESOLUTION APPROVING AND ACCEPTING THE \$3,635.00 NON-MATCHING
GRANT BETWEEN THE STATE OF TENNESSEE STATE LIBRARY AND ARCHIVES
AND RHEA COUNTY ARCHIVES**

WHEREAS, Rhea County has been awarded a Grant from the State of Tennessee State Library and Archives for \$3,635.00 for supplies, telephone, postage and shipping, occupancy, equipment rental & maintenance, printing & publications; and

WHEREAS, the Rhea County Board of Commissioners finds this grant will greatly assist Rhea County Archives in their endeavors; and

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

That the Board authorizes and approves the non-matching Grant between the State of Tennessee State Library and Archives and Rhea County Archives for \$3,635.00 to assist efforts to maintain the repository for inactive permanent records of the County that are no longer required by county offices for current operations.

Duly passed and approved this _____ day of _____, 2025.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive


ATTEST:

Linda Shaver, County Clerk



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date August 1, 2025	End Date May 31, 2026	Agency Tracking # 30501-01626-14	Edison ID 88454		
Grantee Legal Entity Name Rhea County Archives			Edison Vendor ID 2742		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Archives Development Direct Grants					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$3,635.00				\$3,635.00
TOTAL:	\$3,635.00				\$3,635.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
 <i>LW</i>					
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
RHEA COUNTY ARCHIVES**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County Archives, hereinafter referred to as the "Grantee," is for the provision of Archives Development Direct Grants, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, or practices to facilitate public access to records. The Grantee shall educate and train records custodians, as needed, and shall support archival program development and enhancement. The Grantee may use funds received under this Grant Contract to purchase goods or devices for use in the Grantee's archival work and processes.
- A.3. The Grantee shall maintain custody of its historically significant original records.
- A.4. The Grantee shall make its archived materials available for public research during reasonable hours.
- A.5. If not already implemented, the Grantee will implement sound archival practices. The Grantee will continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on August 1, 2025 ("Effective Date") and extend for a period of ten (10) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three thousand six hundred thirty-five dollars (\$3,635.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kimberly Wires, Archives Development Program
 Tennessee State Library and Archives
 1001 Rep. John Lewis Way North
 Nashville, TN 37219

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of State, Tennessee State Library and Archives.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
Telephone # 615-253-3458

The Grantee:

Jim Vincent, Rhea County Mayor
1475 Market St., Ste.300, Dayton, TN, 37321

rheamayor@rheacounty.org
Telephone # 423-775-7801

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the t-termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at <https://sos.tn.gov/TitleVI>

IN WITNESS WHEREOF,

RHEA COUNTY ARCHIVES:

GRANTEE SIGNATURE	DATE
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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST	DATE
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DEPARTMENT OF STATE:

TRE HARGETT, SECRETARY OF STATE	DATE
--	-------------

JWR

ATTACHMENT 1

GRANT BUDGET				
Archives Development Direct Grants				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: August 1, 2025 END: May 31, 2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$3,635.00	0.00	\$3,635.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$3,635.00	0.00	\$3,635.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

RESOLUTION _____

RESOLUTION APPROVING AND ACCEPTING THE \$150,000.00 NON-MATCHING GRANT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND RHEA COUNTY

WHEREAS, Rhea County has been awarded a Grant from the State of Tennessee Department of Economic and Community Development for \$150,000.00 for Community Development; and

WHEREAS, the Rhea County Board of Commissioners finds this grant will greatly assist in the further development of all of Rhea County; and

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

That the Board authorizes and approves the non-matching Grant between the State of Tennessee Department of Economic and Community Development and Rhea County for \$150,000.00 to assist efforts to further develop of all of Rhea County

Duly passed and approved this _____ day of _____, 2025.


APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 27, 2025		End Date October 26, 2028		Agency Tracking # 33007-03526	Edison ID
Grantee Legal Entity Name Rhea County					Edison Vendor ID 2742
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number:			
		Grantee's fiscal year end:		June 30	
Service Caption (one line only) Three Star Grant Program (REO)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY26	\$150,000.00				\$150,000.00
TOTAL:	\$150,000.00				\$150,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees under the ThreeStar Grant Program are selected based upon criteria set forth in the Delegated Grant Authority for this program.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

GC:9/15/2025

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
RHEA COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County, hereinafter referred to as the "Grantee," is for the provision of activities under the ThreeStar Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #2742

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize grant funds for the following community development activities as more specifically described in Attachment A (*Detailed Scope of Services*):

- Agriculture/Agribusiness Development
- Community Development
- Infrastructure/Broadband/Industry Development
- Education/Workforce Development
- Downtown Development
- Small Business/Entrepreneurship Development
- Tourism/Recreation Development

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on October 27, 2025 ("Effective Date") and extend through the end of October 26, 2028 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: State of Tennessee, Department of Economic and Community Development, ThreeStar Grant Program.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was

previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right

to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brooxie Carlton, Assistant Commissioner Department of
Economic and Community Development
312 Rosa Parks, 27th Floor
Nashville, TN 37243
Email Address: brooxie.carlton@tn.gov
Telephone # (615)336-2481

The Grantee:

Karmen Sutton, Chief of Staff
375 Church Street, Suite 200
Dayton, TN 37321
Email Address: rheamayor@rheacounty.org
Telephone # 423-755-7801

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the
- c. Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- d. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed

pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column labeled "Grant Contract."

IN WITNESS WHEREOF,

RHEA COUNTY:

GRANTEE SIGNATURE DATE

JIM VINCENT, COUNTY EXECUTIVE
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER DATE

ATTACHMENT A

DETAILED SCOPE OF SERVICES

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

GRANT BUDGET				
Three Star Grant Program				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: October 27, 2025		END: October 26, 2028		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Professional Fee (Other), Grant & Award ²	\$0.00	\$0.00	\$ 0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$15,000.00	\$0.00	\$15,000.00
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
	Construction	\$75,000.00	\$0.00	\$75,000.00
	Construction Inspection	\$10,000.00	\$0.00	\$10,000.00
	Engineering Design	\$15,000.00	\$0.00	\$15,000.00
	Engineering (other than design) ²	\$5,000.00	\$0.00	\$5,000.00
	Legal Services	\$0.00	\$0.00	\$0.00
	Appraisals	\$0.00	\$0.00	\$0.00
	Acquisition of Property / Capital Purchase ²	\$20,000.00	\$0.00	\$20,000.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Grant / Project Administration	\$7,500.00	\$0.00	\$7,500.00
	Project Contingency	\$2,500.00	\$0.00	\$2,500.00
	GRAND TOTAL	\$150,000.00	\$0.00	\$150,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Professional Fee (Other), Grant & Award	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

Engineering (other than design)	AMOUNT
Soil Test and Utility Work	\$5,000.00
TOTAL	\$5,000.00

Acquisition of Property / Capital Purchase	AMOUNT
Playground Equipment	\$20,000.00
TOTAL	\$20,000.00

Other Non-Personnel	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

RESOLUTION NO. _____

RESOLUTION TO ALLOCATE \$41,313.50 FROM THE HOTEL MOTEL TAX FUND TO FUND THREE ADDITIONAL FISHING TOURNAMENTS

WHEREAS, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to allocate the sum of \$41,313.50 from the Hotel Motel Tax Fund for 50% of the host fees for thirteen fishing tournaments, upon the other municipalities approving the balance of 50% funding; and

WHEREAS, the sum of \$41,313.50 for three additional fishing tournaments shall be specifically used for the following:

DAYTON

<u>DATE</u>	<u>NAME</u>	<u>LOCATION</u>	<u>HOST FEE</u>	<u>BOATS</u>
1. 02/27-28/26	TN Bass Nation Adult Team Trail	Dayton Boat Dock	\$ 1,562.50	100
2. 03/05-06/26	Lady Bass Anglers	Dayton Boat Dock	\$ 2,000.00	50
3. 03/07-14/26	World Fishing Tour	Dayton Boat Dock	\$ 2,000.00	100
4. 03/11-12/26	BassMaster Kayak Series Championship	Dayton Boat Dock	\$ 3,875.00	175
5. 03/21-22/26	2026 BFL	Dayton Boat Dock	\$ 1,407.50	100
6. 03/22-29/26	Battle of Chickamauga	Dayton Boat Dock	\$ 4,906.50	250
7. 05/02-03/26	Bill Dance Giant Bass Open	Dayton Boat Dock	\$ 5,561.50	200
8. 05/16-19/26	Big Bass Tour	Dayton Boat Dock	\$10,906.50	450
9. 06/13-14/26	Big Bass Power Hour	Dayton Boat Dock	\$ 1,529.00	125

SPRING CITY

<u>DATE</u>	<u>NAME</u>	<u>LOCATION</u>	<u>HOST FEE</u>	<u>BOATS</u>
1. 02/21/26	BassMaster Kayak Series	Piney Ramp	\$ 1,250.00	100
2. 05/02-03/26	2026 BFL	Piney Ramp	\$ 1,000.00	100
3. 05/23-24/26	ABA Team div. 9	Piney Ramp	\$ 0.00	50
4. 05/25-30/26	Dual Threat Fishing	Piney Ramp	\$ 1,407.50	100
5. 06/14-19/26	NBT Nationals	Piney Ramp	\$ 3,907.50	100

TOTAL

\$41,313.50

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

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

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

NOW THEREFORE, BE IT RESOLVED, by the Legislative Body of Rhea County, Tennessee, that the sum of \$41,313.50 shall be allocated from the Hotel Motel Tax Fund for three additional fishing tournaments as set forth hereinabove, upon the other municipalities approving the balance of 50% funding.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION TO ALLOCATE THE SUM OF \$2,700.00 FROM THE HOTEL MOTEL TAX FUND TO RHEA COUNTY DEPARTMENT OF TOURISM

WHEREAS, Rhea County Department of Tourism exists to promote tourism in Rhea County through diverse programs scheduled through the year; and

WHEREAS, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to provide funding from the Hotel Motel Tax Fund in the amount of \$2,700.00 to the Rhea County Department of Tourism for costs associated with preparation of a postcard schedule of Rhea County Events, including mailing and postage; and

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

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

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

NOW THEREFORE, BE IT RESOLVED, by the Legislative Body of Rhea County, Tennessee, that the sum of \$2,700.00 shall be allocated from the Hotel Motel Tax Fund to the Rhea County Department of Tourism for costs associated with preparation of a postcard schedule of Rhea County Events, including mailing and postage.

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

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION _____

RESOLUTION TO AMEND TIMELINE OF SUBMISSION AND AWARDS FOR 2025-2026 FISCAL YEAR FOR OPIOID ABATEMENT FUNDS GRANT DISTRIBUTION

WHEREAS, Rhea County has received a pro rata share of the opioid settlement funds through the State of Tennessee who has established certain requirements for distribution to grant applicants; and

WHEREAS, the Rhea County Board of Commissioners has previously adopted a Timeline of Submission and Awards for 2025-2026 Fiscal Year for opioid abatement funds grant distribution; and

WHEREAS, the Rhea County Board of Commissioners deems it appropriate to amend the Timeline of Submission and Awards for 2025-2026 Fiscal Year as follows:

Timeline of Submission and Awards for the 2025-2026 Fiscal Year

November 3, 2025 – November 28, 2025	Proposals to be submitted to the Department of Finance.
December 1, 2025 – December 19, 2025	Proposal to be initially reviewed and scored for clarification.
January 19, 2026 – January 30, 2026	Grant Accountant to submit questions for clarification to the grant applicants.
February 3, 2026 – April 10, 2026	Grant Applicants to submit responses to the Grant Accountant Grant Accountant to submit correspondence to OAC.
April 13, 2026 – April 24, 2026	A special called meeting of the OAC will be held to discuss the scores and make recommendations for funding in the 2025-2026 operating budget.
April 28, 2026	Is the deadline to have recommendations to Finance for the upcoming budget discussions.

Dates after the submission period are subject to change and notification will be posted on the Rhea County website page for Opioids.

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

That the Rhea County Board of Commissioners hereby adopts the Amended Timeline of Submission and Awards for 2025-2026 Fiscal Year for Opioid abatement funds grant distribution, as set forth hereinabove.

Duly passed and approved this _____ day of _____, 2024.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION TO APPOINT A MEMBER TO THE
RHEA COUNTY INDUSTRIAL DEVELOPMENT BOARD**

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County Industrial Development Board; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to appoint a member to the Rhea County Industrial Development Board to serve the term that will expire March 2029; and

WHEREAS, the Industrial Development Board of Rhea County has recommended that Mike Jolley be appointed to serve; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Mike Jolley shall be appointed to serve the term which will expire March 2029;

PASSED AND ADOPTED by the Rhea County Board of Commissioners of the County, State of Tennessee, this _____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

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

WHEREAS, the Rhea County Board of Commissioners has determined that there is no immediate or future need for 5 recycling bins used by the Rhea County Solid Waste; and

WHEREAS, the Rhea County Board of Commissioners desires to declare the 5 recycling bins to be surplus property; and

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

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

SECTION 1. That the outdated equipment that are hereby declared surplus is 5 recycling bins having the following serial numbers: 1) 88890, 2) 88891, 3) 3967112AH, 4) MW 3967114 5)_____.

SECTION 2. Emergency Management Director, Brad Harris, shall be and is hereby directed to sell these 5 recycling bins which have been declared surplus property or in the alternative, salvage or dispose of them in an appropriate manner.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20__ .

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION TO AMEND DESIGNATED HOLIDAY SCHEDULE FOR 2025
TO ADD TWO ADDITIONAL HOLIDAYS**

WHEREAS, the Rhea County Board of Commissioners has previously determined that certain days should be set aside in 2025 as holidays and to close county offices in observance thereof; and

WHEREAS, the Rhea County Board of Commissioners deems it appropriate to amend the designated holiday schedule for 2025 to add two additional days as follows:

December 26, 2025
January 02, 2026

WHEREAS, the Rhea County Board of Commissioners is mindful that there are some employees who must work on December 26, 2025 and January 02, 2026 and should that be the circumstances, the employee by agreement with their supervisor, may be granted comp time in lieu of the day off from work.

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

SECTION 1. Rhea County Government shall be closed in observance of the following additional holiday days for December 26, 2025 and January 02, 2026.

SECTION 2. That should an employee be required to work on December 26, 2025 and/or January 02, 2026, then their supervisor shall authorize comp time to that employee for those days.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk