

**RHEA COUNTY COMMISSION MEETING
NOVEMBER 18, 2025 AT 6:00 P.M. PHIL SWAFFORD BUILDING**

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Commissioners absent: Francisco, Welch

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

2. APPROVE MINUTES OF PREVIOUS MEETING ON OCTOBER 21, 2025

Motion Commissioner Thedford, second Commissioner Dunn to approve the minutes of the previous meeting. MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

3. BUDGET AMENDMENTS AND APPROPRIATIONS

Motion Commissioner Thedford, second Commissioner Stephens to approve Amendments #42 through #52, fund 101, county general budget. Amendments follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

4. BUDGET AMENDMENTS AND APPROPRIATIONS

Motion Commissioner Thedford, second Commissioner Fisher to approve Amendment #3, Fund 116, solid waste budget. Amendment follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

5. BUDGET AMENDMENTS AND APPROPRIATIONS

Motion Commissioner Thedford, second Commissioner Ellis to approve Amendment #10, Fund 141, school budget. Amendment follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

6. READ INTO THE MINUTES RHEA COUNTY COMMITTEE MINUTES

Motion Commissioner Dunn, second Commissioner Cashman to Read into the Minutes Rhea County Committee Minutes of Rhea County Regional Planning Commission October, Rhea County Local Emergency Planning Committee October, Rhea County Medical Center Board of Directors September. Minutes follow next pages.

MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

7. RESOLUTION #25-11-85

RESOLUTION APPROVING AGREEMENT FOR GRANT ADMINISTRATION SERVICES IN CONNECTION WITH THE MORGANTOWN COMMUNITY PARK AND PLAYGROUND PROJECT FINANCED THROUGH A THREE STAR GRANT PROGRAM

Motion Commissioner Fisher, second Commissioner Thedford to approve Resolution #25-11-85.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

Resolution and Agreement for Grant Administration Services follow next pages.

MOTION CARRIED AND SO ORDERED

8. RESOLUTION #25-11-86

RESOLUTION APPROVING AND ACCEPTING THE \$105,521.00 NON-MATCHING GRANT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF STATE, DIVISION OF ELECTIONS AND RHEA COUNTY ELECTION COMMISSION

Motion Commissioner Cashman, second Commissioner Thedford to approve Resolution #25-11-86. Resolution and copy of Grant Contract follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

Budget Amendment

101 - General

Amendment # 42

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-39000	Unassigned	1,527.90
(34525-FIRE)		

Total Debit	1,527.90
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Credit:		
101-54310-499-FRAZI	Fire and Prevention - Other Supplies and Materials	1,527.90

Total Credit	1,527.90
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Explanation:
Frazier Volunteer Fire pagers

Ralph Beck

Budget Amendment

101 - General

Amendment # 43

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-44990	Other Local Revenues	5,000.00

Total Debit	5,000.00
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Credit:		
101-54490-799-NSC	Emergency Management-Capital Outlay	5,000.00

Total Credit	5,000.00
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Explanation:
Utilize funds from Norfolk Southern Corp

Ralph Beck

Budget Amendment

101 - General

Amendment # 44

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-39000	Unassigned	2,286.49

Total Debit	2,286.49
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Credit:		
101-51810-530	County Buldings-Fines, Assessments and Penalties	2,286.49

Total Credit	2,286.49
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Explanation:
Delinquent Rhea County taxes for property due that was donated
895 New Union Rd - Frazier Fire Dept
Ralph Beck

Budget Amendment

101 - General

Amendment # 45

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-46190-ARCH	Other General Government Grants	3,635.00
	Archive Grant	

Total Debit	3,635.00
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Credit:		
101-51910-435-ARCH	Preservation of Records-Office Supplies	3,635.00

Total Credit	3,635.00
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Explanation:
Archives Development Program Direct Grant

Ralph Beck

Budget Amendment

101 - General

Amendment # 47

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-44990	Other Local Revenues	2,500.00

Total Debit	2,500.00
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Credit:		
101-58300-599-VETS	Veteran Affairs - Other Charges	2,500.00

Total Credit	2,500.00
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Explanation:
Utilize donation from EdFinancial Services for Veteran Services

Ralph Beck

Budget Amendment

101 - General

Amendment # 48

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-43990	Other Charges for Services	3,565.00
101-39000	Unassigned	3,565.00
(NHMRE)		

Total Debit	7,130.00
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Credit:		
101-51810-399-NHMRE	Other Facilities-Other Contracted Svcs	7,130.00

Total Credit	7,130.00
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Explanation:
Utilize funds from Dayton City for dirt work for Delaware Park and
allocate funds for County portion
Ralph Beck

Budget Amendment

101 - General

Amendment # 49

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-39000	Unassigned	11,580.80

Total Debit	11,580.80
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Credit:		
101-51810-399-LIGHT	Other Facilities-Other Contracted Svcs	4,710.00
101-51810-499-LIGHT	Other Facilities-Other Supplies/Materials	6,870.80

Total Credit	11,580.80
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Explanation:
Senior Lighthouse plumbing repairs

Ralph Beck

Budget Amendment

101 - General

Amendment # 50

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

Subject: Amendment to 2025-2026 Budget

Department: COUNTY GENERAL

Please approve the following amendment:

Debit:		
101-48130	Contributions	40,697.50

Total Debit	40,697.50
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Credit:		
101-58110-316	Tourism-Contributions	37,000.00
101-58110-599	Tourism-Other Charges	3,697.50

Total Credit	40,697.50
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Explanation:

Utilize funds from Dayton City and Spring City for fishing tournament host fees, portable toilets and other fees associated with tournament

Ralph Beck

Budget Amendment

101 - General

Amendment # 51

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

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

Please approve the following amendment:

Debit:		
101-46990	Other State Revenues	7,200.00
101-46990	Other State Revenues	32,000.00
101-39000	Unassigned	5,068.56
101-43990-EXPAY	Other Charges for Services	260.00

Total Debit	44,528.56
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Credit:		
101-54110-185	Sheriff Dept - Educational Incentive	39,200.00
101-54110-201	Sheriff Dept - Social Security	2,430.40
101-54110-204	Sheriff Dept - State Retirement	2,069.76
101-54110-212	Sheriff Dept - Employer Medicare	568.40
101-54110-189-EXPAY	Sheriff Dept-Other Salaries and Wages	230.24
101-54110-201-EXPAY	Sheriff Dept - Social Security	14.28
101-54110-204-EXPAY	Sheriff Dept - State Retirement	12.16
101-54110-212-EXPAY	Sheriff Dept -Employer Medicare	3.32

Total Credit	44,528.56
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Explanation:

Sheriff Dept - SRO and Inservice incentive from the State of Tennessee

Sheriff Dept - Extra Pay for working for Homes by Huber Auction

Ralph Beck

Budget Amendment

101 - General

Amendment # 52

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

Subject: Amendment to 2025-2026 Budget

Department: COUNTY GENERAL

Please approve the following amendment:

Debit:

101-39000	Unassigned	60,000.00
(34530-BRNGR)		

Total Debit	60,000.00
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Credit:

101-58500-316-BRNGR	Contributions to Other Agencies- Contributions	60,000.00
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Total Credit	60,000.00
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Explanation:

Contributions to various food banks from Opioid Brown-Greer funds

Ralph Beck

Budget Amendment

116 - Solid Waste

Amendment # 3

DATE: 11/18/2025

To: Chairman and Members of the Rhea County Commission

Subject: Amendment to 2025-2026 Budget

Department:

Please approve the following amendment:

Debit:

116-55731-399-HWY60	Waste Pickup - Other Charges	29,270.32
116-34530	Restricted for Public Health and Welfare	15,256.32

Total Debit	44,526.64
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Credit:

116-55731-599-HWY60	Waste Pickup - Other Charges	30,526.64
116-58400-510	Trustee's Commission	14,000.00

Total Credit	44,526.64
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Explanation:

Correct Budget Amendment #2 and Allocate funds for Trustee Commission

Ralph Beck

141 AMENDMENT 10
November

DATE: November 18, 2025
TO: CHAIRMAN AND MEMBERS OF THE RHEA COUNTY COMMISSION
REQUESTED BY: Director of Schools
SUBJECT: Dues and Memberships

PLEASE APPROVE THE FOLLOWING AMENDMENTS:

REVENUES OR DECREASE IN EXPENDITURES:

141-39000	Unassigned	\$5,850.00
		\$5,850.00

INCREASE IN EXPENDITURES OR DECREASE IN REVENUE:

141-72320-320	Director of Schools-Dues and Memberships	\$3,400.00
141-72410-320	Office of the Principal-Dues and Memberships	\$2,450.00
	TOTAL INCREASE IN EXPENDITURES	\$5,850.00

THIS IS AN EXPLANATION ONLY

To allocate funds to cover costs of dues and memberships for TN School System for Equity and TOSS Associate Leadership Institute.

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

Tuesday, October 28, 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, Rick Wilkey, Shane Clark

B. READING AND APPROVAL OF MINUTES – Tuesday, September 23, 2025

Accepted as presented. Motion by Jeff McDaniel, seconded by Rick Wilkey. 5-0

C. NEW BUSINESS

1. John Kreyling 2-Lot S/D on Private Easement – Final Plat (TA Surveys)

Approved as presented. Motion by Shane Clark, seconded by Rick Wilkey. 5-0

2. Charles Conley 2-Lot S/D – Final Plat (Terrain Surveying)

Refer to staff for all signatures. Motion by Shane Clark, seconded by Rick Wilkey. 5-0

3. Deborah Gravett 2-Lot S/D w/Lot Line Adjustment – Final Plat (Nicholas Barnes Surveying)

Accepted as corrected, to include the Lots 2 and 3 in existing septic system. Motion by Rick Wilkey, seconded by Jeff McDaniel. 5-0

4. David Shinn 1-Lot S/D – Final Plat (Kale Belk Surveying)

Table until next month. Motion by Shane Clark, seconded by Jeff McDaniel. 5-0

5. Mike Sneed, Phase 1, 2-Lot S/D – Final Plat (Dock Smith Surveying)

Refer to staff for signature of water department. Motion by Jeff McDaniel. Seconded by Rick Wilkey. 5-0

6. Mike Sneed, Phase 2, 2-Lot S/D - Final Plat (Dock Smith Surveying)

Refer to staff for signatures, with a variance for existing mobile home. Motion by Jeff McDaniel, seconded by Shane Clark. 5-0

7. Roger Johnson 2-Lot S/D – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Motion by Jeff McDaniel, seconded by Shane Clark. 5-0

8. Jarel Harmon 2 Existing Lots – Final Plat (Dock Smith Surveying)

Refer to staff for signatures. Motion by Shane Clark, seconded by Rick Wilkey. 5-0

9. Camp Hill Phase 1 32-Lot S/D on Private Road – Final Plat (ASA Engineering)

Approved as presented. Motion by Shane Clark, seconded by Jeff McDaniel. 5-0

10. Carrie Maddux 1-Lot Court Ordered S/D – Final Plat (Kale Belk Surveying)

Approved as presented, by court order. Motion by Rick Wilkey seconded by Jeff McDaniel. 5-0
(COURT ORDER ATTACHMENT)

11. Any Properly Presented New Business

D. OLD BUSINESS

1. EHS Developers/Small Pine 3-Lot S/D (Earl Broady Rd) – Final Plat (Dock Smith Surveying)
Deny for lack of representation. Motion by Jeff McDaniel, seconded by Rick Wilkey. 5-0
2. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

Motion by Shane Clark, seconded by Rick Wilkey. 5-0

NEXT REGULAR SCHEDULED MEETING: Tuesday, November 25, 2025, at 5:30pm
Plats will be due by 12:00 noon on Tuesday, November 11, 2025

Local Emergency Planning Committee (LEPC) Meeting Minutes

Date: October 29, 2025 **Time:** 10:00 AM **Location:** Rhea County Justice Center

Attendees: Daryle Cochran, Jennifer Jewell, Jason Smith, Jeramie Hoff, Jason Waller, Matthew Hoskins, Erik Mullins, Ken Torter, Garrett Bull, Bobby Elswick, Tony Norman, Gary Roberts, Darren Bakkestuen, Russ Ossmann, Matt Kaylor, Brad Harrison, Karson Dye, Kyle Argo, Kenny Riley, Karson Dye, John Argo

1. Call to Order

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

2. Agenda for meeting to develop and adopt LEPC bylaws.

3. Committee Structure & Membership

- Matt presented and reviewed the potential LEPC bylaws section at a time for discussion.
- Russ Ossmann and Jason Smith (LZB) suggested adding a section for controlling social media and two sets of eyes for approval before posting.
- Darren Bakkestuen (Nokian) asked that we define “active member as any business unit with representation at 50% of the meetings in a rolling 12-month period. Also, suggested that we elect a new officer for any vacant seat no later than the next scheduled meeting.
- Bylaws were voted on with all votes approving the proposed bylaws and no objections.
- Brad Harrison informed the LEPC that Kim Iley is no longer the FEMA representative, and that Josh Sanchez is the new representative.
- Russ Ossmann will look into training opportunities for the LEPC on emergency response through FEMA.

5. New Business & Action Items

- Elect a Vice-Chairperson at the 12/3/2025 meeting.
- Brad Harrison will reach out to all area police and fire and encourage attendance at LEPC meetings.

6. Future Meetings

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

- **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, September 15, 2025, at 5:00 p.m. in the boardroom
PLACE of the Medical Center

MEMBERS

PRESENT Billy Thedford, Chair
 Lebron Purser, Vice Chair
 Jeff McDaniel
 Bill Hollin
 Shane Clark
 Jim Reed

MEMBERS

ABSENT Leo Stephens

OTHERS

PRESENT Hoss Whitt, CEO (via TEAMS)
 Harv Sanders, CFO
 Samantha Bryant, CNO
 Brandi Lytle, RN, Quality Director
 Sam Brown, Ovation Health (via TEAMS)
 Carol Ann Barron, Attorney
 Teresa Roberts, Recording Secretary

BUSINESS

I. WELCOME AND INTRODUCTION

Chairman Billy Thedford welcomed Board members and guests to the September 15, 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 presented the quality report for the month of August 2025. (Written report attached.)
- **Financial Report-Month Ending August 31, 2025 (Written report attached.)**
 - Reported a net income of \$41,000 for August 2025, including income of \$101,000 from physician practices.
 - Gross Patient Revenue exceeded budget by \$73,000 compared to prior year
 - Inpatient Revenue decreased by \$244,000 due to lower admissions & patient days.
 - Outpatient Revenue surpassed budget by \$317,000. The following areas had the highest increase over budget: Pharmacy (+\$410,000) and surgery (+\$92,000). These increases were offset by a decline in Emergency department revenue (-\$169,000) due to lower volume.
 - Salaries are under budget by \$124,000. Salaries under budget due to physician practices bonuses (-\$77,000) and Dr. Rooks starting employment a month later than budgeted.
 - Supplies under budget \$55,000. Surgical implant supply cost were lower than budgeted.

V. APPROVAL OF MINUTES

Shane Clark made a motion; seconded by Bill Hollin to approve the board meeting minutes of August 18, 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 August 18, 2025, due to Dr. Lackey absence, see attached.

Shane Clark motioned; Jim Reed seconded to accept the Medical Executive Committee meeting minutes of August 18, 2025 as presented. There was no discussion, and none opposed. Motion passed unanimously.

B. CREDENTIALING

Dr. Lackey presented the following:

New Appointments

- Paul W. Smith, MD
- Kristi A. Pearson, CSFA

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

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

Reappointments:

- Ahmad IbrahimBacha, MD
- Chelsea Massey, NP
- Rebecca Sylla, NP

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

Provisional Period Extensions

- Joseph Kidd, DO
- Paige Lamphier, NP

Jim Reed 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

- Roxann Quinn, CRNA

Jeff McDaniel motioned; Lebron Purser seconded to approve the re-appointment to the medical staff as presented. There was no discussion, and no one opposed. Motion carried.

Deletions- No Board action required.

There were two deletions from the medical staff for the month of August 2025. No action required.

- Benjamin Kellogg, MD
- Thomas Morgan, MD

VII. NURSING SERVICES REPORTS

Samantha Bryant presented the CNO report. See report attached.

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

VIII. QUALITY MANAGEMENT

Quality Report for August 2025

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

IX. COMMITTEE REPORTS

A. FINANCIAL STRATEGIC PLANNING

Approval/August 31, 2025 Financial Statements

Lebron Purser motioned to approve the Financial Statements for the month ending August 31, 2025, as presented. Jeff McDaniel seconded the motion, there was no discussion, and none opposed. Motion passed unanimously. (Report attached.)

B. RENOVATIONS/MAINTENANCE

No report.

C. RECRUITMENT

No report.

D. EDUCATION/PUBLIC RELATIONS

No report.

E. LONG RANGE/FUTURE PLANNING

No report.

X. ADMINISTRATOR'S REPORT

Hoss presented:

- We have performed one spine surgery to date, and we have two per week scheduled over the next three weeks.
- Jessica with 323 studios had prepared the preliminary drawings so that we can get the necessary permits and bids to complete the physical therapy building project.
- We have started the employment process with the CRNA's; however, due to the clinics going live on the new EMR November 1st, we have pushed the transition to the employed model back until January 1st.
- Samantha has been aggressively recruiting nurses. She has made some significant headway hiring 7 nurses, but we are still trying to recruit at least 4 more.
- We had a very successful Chamber Luncheon on August 28th. There were about 70 people in attendance and Dr. Hodges gave a great presentation. We have had a lot of positive feedback since the presentation.
- Rhea-diant is November 21st. Dr. Hodges will be speaking at this year's event.
- I will be in Nashville on the 18th and 19th with the THA and the Rural Hospital Committee to discuss current issues affecting rural health and the opportunities that are going to be available to us through the Big Beautiful Bill.

Shane Clark motioned to approve August 2025 Administrator's report as presented. Jeff McDaniel seconded. There was no discussion, and none opposed. Motion carried unanimously.

XI. MISCELLANEOUS

Acceptance/Safety Committee Meeting Minutes of August 19, 2025

Jeff McDaniel motioned, Jim Reed seconded to accept the meeting minutes of August 19, 2025, Safety Committee meeting as presented. There was no discussion, and none opposed. Motion passed unanimously.

Approval /Surplus computer equipment

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

XII. OVATION HEALTHCARE REPORT

- Planning the consulting services for the 2026 year
- Hoss Whitt will be due for his yearly evaluation on November 16. Will keep board updated on forms to be completed.

Jim Reed motioned to accept the Ovation report Bill Hollin seconded. There was no discussion, and none opposed.

XIII. OLD BUSINESS

None to report.

XIV. NEW BUSINESS

Approval of amendment for Dr. Kessler contract. Lebron Purser made a motion to approve seconded by Jeff McDaniel. There was no discussion and none opposed. Motion passed unanimously.

Approval of Health Information DynaMed invoice in the amount of \$9,662. Jeff McDaniel made a motion to accept the purchase seconded by Shane Clark there was no discussion and none opposed. Motion passed unanimously.

Approval of Anesthesia Delivery System for OR in the amount of \$29, 748.23. Shane Clark made a motion to accept the purchase seconded by Bill Hollin there was no discussion and none opposed. Motion passed unanimously.

Approval of Respiratory care policy and procedure. Jeff McDaniel made a motion to approve seconded by Lebron Purser there was no discussion and none opposed. Motion passed unanimously.

Approval of Physical therapy scope of services. Lebron Purser made a motion to approve seconded by Shane Clark there was no discussion, and none opposed. Motion passed unanimously.

Approval of Med staff ongoing professional practice evaluation. Jeff McDaniel made a motion to approve seconded by Jim Reed there was no discussion, and none opposed. Motion passed unanimously.

Approval to purchase Steam generator for autoclave for OR in the amount of \$29,380.04 Lebron Purser made a motion to approve seconded by Jeff McDaniel there was discussion, and none opposed. Motion passed unanimously.

Approval of contract with Neuromonitoring Associates, LLC for spine program in the amount of \$500 per surgery. Shane Clark made a motion to approve seconded by Bill Hollin there was no discussion, and none opposed. Motion passed unanimously.

XV. HOSPITAL COMMITTEE CHAIRMAN'S REPORT

- None to report.

XVI. ADJOURNMENT

There being no further business to discuss, a motion was made by Lebron Purser and a second was made by Jeff McDaniel to adjourn the meeting at 5:32 p.m.

The next regularly scheduled meeting of the Board of Directors will be held on Monday, October 20, 2025, at 5:00 p.m. in the Board Room of Rhea Medical Center.



Recording Secretary



Board Chair

RESOLUTION NO. 25-11-85

RESOLUTION APPROVING AGREEMENT FOR GRANT
ADMINISTRATION SERVICES IN CONNECTION WITH THE MORGANTOWN
COMMUNITY PARK AND PLAYGROUND PROJECT FINANCED THROUGH A
THREE STAR GRANT PROGRAM

WHEREAS, Rhea County desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the Morgantown Community Park and Playground Project being financed through a Three Star Grant Program from the Tennessee Department of Economic and Community Development; and

WHEREAS, the Three Star Grant Program does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

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

WHEREAS, the Rhea County Legislative Board believes it is in the best interest of the residents and citizens of Rhea County to enter into this Agreement for Grant Administration Services Contract; and

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

SECTION 1: That the Contract for Grant Administration Services in Connection with the Morgantown Community Park and Playground Project financed through a Three Star Grant Program, attached herewith as Exhibit "A," is hereby accepted and approved.

SECTION 2: That the Rhea County Executive is hereby authorized to execute the attached Contract.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 18 day of November, 2025.

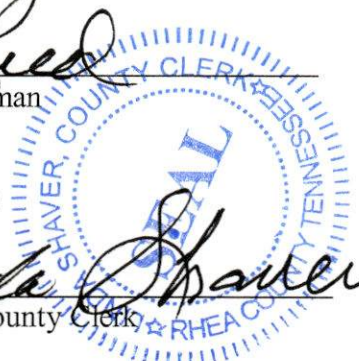
APPROVED:


Jim Reed, Chairman


Jim Vincent, County Executive

ATTEST:


Linda Shaver, County Clerk



SEQUATCHIE COUNTY
2025 THREE STAR GRANT PROGRAM (REO)

Agreement for Grant Administration Services

THIS AGREEMENT, entered into as of October 27, 2025, by and between Rhea County, (hereinafter called the 'County') and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS the County desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with their Morgantown Community Park and Playground Project (hereinafter called "Project"), being financed through a Three Star Grant Program (REO) from the Tennessee Department of Economic and Community Development.

WHEREAS the Three Star Grant Program does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer this project:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The County hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform, and carry out, in a satisfactory and the proper manner the following services:
 - a. Provide administrative assistance to the County through staff that is trained and/or approved by the Tennessee Department of Economic and Community Development.
 - b. Set up administrative record keeping files for the County.
 - c. Manage compliance with environmental requirements.
 - d. Assist in removing any contract conditions and securing release of funds.
 - e. Assist in any necessary documentation of beneficiaries.
 - f. Assist in establishing procedure for financial management of contract funds.
 - g. Prepare and submit any necessary budget amendments.
 - h. Assist in meeting Equal Opportunity requirements and construction wage and employment requirements.
 - i. Monitoring of records for completeness.

- j. Assistance as necessary in complying with the acquisition process under the Uniform Relocation Assistance Act.
 - k. Preparation, coordination and/or submission of all necessary reports, forms, and documents.
 - l. Any and all other technical assistance requested and required by the County in completion of their Three Star Grant Program (REO) in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The County agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by Three Star, the Comptroller of the Treasury, the County or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$7,500 for grant administrative costs, which are grant eligible expenses and included in the project budget.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, handicap, religion or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, handicap, religion or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

10. No officers, member, or employee of the County and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO and executed by the duly authorized officials of each party, to be effective as of the date first written above.


Witness

Rhea County

By: 
Jim Vincent, County Executive

Southeast Tennessee Development District

Witness

By: _____
Chuck Hammonds, Executive Director

RESOLUTION 25-11-86

RESOLUTION APPROVING AND ACCEPTING THE \$105,521.00 NON-MATCHING GRANT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF STATE, DIVISION OF ELECTIONS AND RHEA COUNTY ELECTION COMMISSION

WHEREAS, Rhea County has been awarded a non-matching grant from the State of Tennessee Department of State, Division of Elections for \$105,521.00 for the Rhea County Election Commission to be used for supplies, telephone, postage and shipping, occupancy, equipment rental and maintenance, printing and publications; and

WHEREAS, the Rhea County Board of Commissioners finds this grant will greatly assist in the duties of the Rhea County Election Commission; and

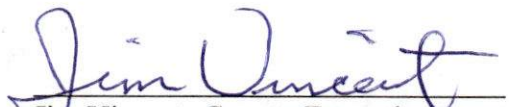
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RHEA COUNTY, TENNESSEE:

That the Board authorizes and approves the non-matching Grant between the State of Tennessee Department of State, Division of Elections and Rhea County Election Commission for a non-matching grant in the amount of \$105,521.00 to be used for supplies, telephone, postage and shipping, occupancy, equipment rental and maintenance, printing and publications.

Duly passed and approved this 18th day of November, 2025.

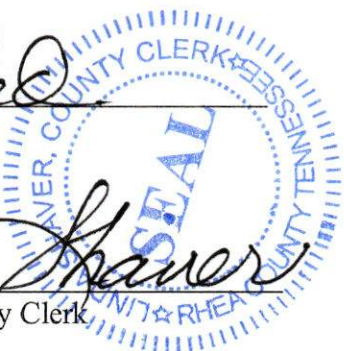
APPROVED:


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 1, 2025	End Date September 30, 2026	Agency Tracking # 30501-02126-72	Edison ID 88696
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Grantee Legal Entity Name Rhea County Election Commission	Edison Vendor ID 2742
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Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number #90.401
	Grantee's fiscal year end June 30, 2026

Service Caption (one line only)
Assistance for county election commissions for expenditures authorized by the Help America Vote Act

Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY26	5,276.05	100,244.95			105,521.00
TOTAL:	5,276.05	100,244.95			105,521.00

Grantee Selection Process Summary	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	HAVA expenditures are based on need.

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.

Chacey Ray
LW

GPO USE - GG

Speed Chart (optional) SS00000184	Account Code (optional) 71301000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE, DIVISION OF ELECTIONS
AND
RHEA COUNTY ELECTION COMMISSION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Division of Elections, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County Election Commission, hereinafter referred to as the "Grantee," is for the provision of assistance for county election commissions for expenditures authorized by the Help America Vote Act, 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 will use funds for expenditures within the performance period of the federal subaward authorized by the Help America Vote Act (HAVA). The Grantee will be required to submit invoices and proof of payment to the Division of Elections to ensure compliance and accountability. Any voting systems acquired with these funds must be certified by the Election Assistance Commission to at least the 2005 Voluntary Voting System Guidelines (VVSG), certified by the Coordinator of Elections and the State Election Commission for use in all elections in the state pursuant to T.C.A. § 2-9-110, and have a voter-verifiable paper audit trail in accordance with T.C.A. § 2-9-101(d).
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2025, ("Effective Date") and extend for a period of twelve (12) 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 one hundred five thousand, five hundred twenty-one dollars (\$105,521.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 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:

Andrew Dodd, Assistant Coordinator of Elections
 Tennessee Division of Elections
 Office of Tennessee Secretary of State Tre Hargett
 312 Rosa L. Parks Avenue, 7th Floor
 Nashville, TN 37243
 Andrew.Dodd@tnsos.gov
 Telephone # 615-253-4587
 FAX # 615-741-1278

- 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, Division of Elections.
 - (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 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:

Andrew Dodd, Assistant Coordinator of Elections
Tennessee Division of Elections
Office of Tennessee Secretary of State Tre Hargett
312 Rosa L. Parks Avenue, 7th Floor
Nashville, TN 37243
Andrew.Dodd@tnsos.gov
Telephone # 615-253-4587
FAX # 615-741-1278

The Grantee:

Felicia Goodman, Administrator of Elections
Rhea County Election Commission
1475 Market Street, Suite 102
PO BOX 181
Dayton, TN 37321-0181
rhea.commission@tn.gov
Telephone # 423-775-7816
FAX # 423-775-7880

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. 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. 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. 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.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- 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 Department of Human Resources' 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>

E.5. This contract will be funded using Title 251 funds provided under the Help America Vote Act.

IN WITNESS WHEREOF,

RHEA COUNTY GOVERNMENT

Felicia Goodman

10-23-25

GRANTEE SIGNATURE

DATE

Felicia Goodman, Administrator of Elections

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF STATE, DIVISION OF ELECTIONS

MARK GOINS, COORDINATOR OF ELECTIONS

DATE

DEPARTMENT OF STATE, OFFICE OF THE SECRETARY OF STATE

TRE HARGETT, SECRETARY OF STATE

DATE

MR

ATTACHMENT 1**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	County of Rhea
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	EACREQPY03TN
Federal award date	07/15/2019
Subaward Period of Performance Start and End Date	07/02/2004 - 09/30/2099
Subaward Budget Period Start and End Date	07/02/2004 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	90.401 Requirements Payment 251
Grant contract's begin date	October 1, 2025
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	\$100,244.95
Total amount of federal funds obligated to the subrecipient	\$100,244.95
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$51,877,745.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Requirements Payment 251
Name of federal awarding agency	U.S. Election Assistance Commission
Name and contact information for the federal awarding official	Tina Bateman Grants Specialist tbateman@eac.gov 202-734-0639
Name of pass-through entity	Department of State, Division of Elections
Name and contact information for the pass-through entity awarding official	Andrew Dodd Assistant Coordinator of Elections andrew.dodd@tnsos.gov 615-253-4587
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

ATTACHMENT 2

GRANT BUDGET				
Assistance for Rhea County Election Commission for expenditures authorized by the Help America Vote Act				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: October 1, 2025		END: September 30, 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	105,521.00	0.00	105,521.00
	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	105,521.00	0.00	105,521.00

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.

Office of the Secretary of State

Tennessee Division of Elections

FY26 HAVA Grants

Certification of Indirect Cost

Definition: An Indirect Cost is an organization's incurred cost that cannot be readily isolated or identified with just one project or activity. These types of costs are often referred to as "overhead costs." Typical examples are charges for utilities, general insurance, use of office space and equipment that you own, local telephone service, and the salaries of the management and administrative personnel of the organization.

Check one of the following options regarding indirect costs as part of your grant award.

- The Grantee has a Federally negotiated rate for indirect cost, which is _____%.
Note: if a Federally negotiated rate is chosen, it is necessary for the appropriate documentation to be attached.
- The Grantee requests that 10% of their grant award be allocated for indirect costs.
- The Grantee requests that 0% of their grant award be allocated for indirect costs, and that the full grant award go towards the cost of voting systems.

Signature of Authorizing Authority

Date

Printed Name of Authorizing Authority

Title of Authorizing Authority

9. RESOLUTION #25-11-87

RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT TWO IN THE AMOUNT OF \$73,260.00 FROM THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY EXTENDING THE TERM TO JANUARY 31, 2026

Motion Commissioner Thedford, second Commissioner Ellis to approve Resolution #25-11-87. Resolution and Copy of Grant Amendment follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

10. RESOLUTION #25-11-88

RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT ONE IN THE AMOUNT OF \$48,969.00 FROM THE STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY EXTENDING THE TERM TO JANUARY 31, 2026

Motion Commissioner Cashman, second Commissioner Dunn to approve Resolution #25-11-88. Resolution and copy of Grant Amendment follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

11. RESOLUTION #25-11-89

RESOLUTION APPROVING AND ACCEPTING FUNDING IN THE AMOUNT OF \$19,869.00 FOR RHEA COUNTY ARCHIVES FOR THE FOUNDATIONS OF HISTORY: PRESERVING RHEA COUNTY'S HISTORIC RECORDS FOR AMERICA'S 250TH PROJECT FROM THE STATE OF TENNESSEE

Motion Commissioner Fisher, second Commissioner Cashman to approve Resolution #25-11-89. Resolution and copy of Letter of Agreement follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

12. RESOLUTION #25-11-90

A RESOLUTION SUPPORTING A PROJECT AND APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF DAYTON, TENNESSEE AND LZB MANUFACTURING, INC. INVOLVING PAYMENTS IN LIEU OF AD VALOREM TAXES RELATED TO THE LEASE OF CERTAIN REAL PROPERTY IN THE COUNTY

Motion Commissioner Cashman, second Commissioner Dunn to approve Resolution #25-11-90. Resolution and Exhibit A Schedule of Payments in Lieu of Ad Valorem Taxes follow next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

13. RESOLUTION #25-11-91

RESOLUTION DIRECTING UNRESTRICTED OPIOID SETTLEMENT FUNDS TO LOCAL FOOD DISTRIBUTING CENTERS TO REDUCE FOOD INSECURITIES

Motion Commissioner Cashman, second Commissioner Ellis to approve Resolution #25-11-91. Resolution follows next pages.

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

MOTION CARRIED AND SO ORDERED

14. RESOLUTION AMENDING AND ADOPTING THE RHEA COUNTY, TENNESSEE REGIONAL ZONING RESOLUTION REGULATING DEVELOPMENT WITHIN THE JURISDICTION OF RHEA COUNTY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM

Motion Commissioner Thedford, second Commissioner Dunn to refer to Rhea County Planning Commission.

MOTION CARRIED BY UPLIFTED HAND VOTE AND SO ORDERED

RESOLUTION NO. 25-11-87

**RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT
TWO IN THE AMOUNT OF \$73,260.00 FROM THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY
EXTENDING THE TERM TO JANUARY 31, 2026**

WHEREAS, the Rhea County has previously received a Grant in the amount of \$73,260.00 from the State of Tennessee, Department of Environment and Conservation which may now be amended to extend the term to January 31, 2026; and

WHEREAS, the Rhea County Board of Commissioners deems the Grant Amendment, attached herewith as Exhibit "A," to be beneficial for the residents and citizens of Rhea County and that the amendment to extend the term to be appropriate for Rhea County; and

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

SECTION 1: That Grant Amendment Two in the amount of \$73,260.00 from the State of Tennessee Department of Environment and Conservation to Rhea County, extending the term to January 31, 2026, attached herewith as Exhibit "A," is hereby accepted and approved.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 18 day of November, 2025.

APPROVED:


Jim Reed, Chairman


Jim Vincent, County Executive

ATTEST:


Linda Shaver, County Clerk





GRANT AMENDMENT

Agency Tracking # 32701-25-126	Edison ID 84545	Contract # 84545	Amendment # 2		
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742		
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: September 30, 2029			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$73,260.00	\$0.00	\$0.00	\$0.00	\$73,260.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2030	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$73,260.00	\$0.00	\$0.00	\$0.00	\$73,260.00
<p>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.</p> <p style="font-size: 1.2em; font-family: cursive;"><i>Scott Grammer \ MKH</i></p>			<p>CPO USE</p>		
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000			

**AMENDMENT 2
OF GRANT CONTRACT 84545**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Rhea County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.10. Installation, is hereby deleted in its entirety and replaced with the following:

A.10. Installation. The Grantee may proceed with installation after Sections A.2. through A.9. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **January 31, 2026**.

- a. The Grantee shall order equipment within **two (2) weeks** of receiving approval of bid packages in accordance with Section A.5.b.
- b. Installation shall be in accordance with the approved project plan timeline.
- c. The Grantee shall install equipment within **thirty (30) days** of delivery to the site.
- d. All equipment shall be entered into the county inventory and identified with appropriate tags.
- e. All equipment serial numbers shall be easily accessed and match inventory controls.

2. Grant Contract Section A.12 Reimbursement, is hereby deleted in its entirety and replaced with the following:

A.12. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2. through A.11. have been completed and approved by the State.

- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of inspection via the GMS portal.
- b. A final request for grant reimbursement shall be submitted by **February 28, 2026**.

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

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

IN WITNESS WHEREOF,

RHEA COUNTY:

GRANTEE SIGNATURE

DATE

THE HONORABLE JIM VINCENT, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

RESOLUTION NO. 25-11-88

RESOLUTION APPROVING AND ACCEPTING GRANT AMENDMENT
ONE IN THE AMOUNT OF \$48,969.00 FROM THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION TO RHEA COUNTY
EXTENDING THE TERM TO JANUARY 31, 2026

WHEREAS, the Rhea County has previously received a Grant in the amount of \$48,969.00 from the State of Tennessee, Department of Environment and Conservation which may now be amended to extend the term to January 31, 2026; and

WHEREAS, the Rhea County Board of Commissioners deems the Grant Amendment, attached herewith as Exhibit "A," to be beneficial for the residents and citizens of Rhea County and that the amendment to extend the term to be appropriate for Rhea County; and

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

SECTION 1: That Grant Amendment One in the amount of \$48,969.00 from the State of Tennessee Department of Environment and Conservation to Rhea County, extending the term to January 31, 2026, attached herewith as Exhibit "A," is hereby accepted and approved.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this 18 day of November, 2025

APPROVED:


Jim Reed, Chairman


Jim Vincent, County Executive

ATTEST:


Linda Shaver, County Clerk





GRANT AMENDMENT

Agency Tracking # 32701-25-308	Edison ID 85578	Contract # 85578	Amendment # 1		
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742		
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 31, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$48,969.00	\$0.00	\$0.00	\$0.00	\$48,969.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$48,969.00	\$0.00	\$0.00	\$0.00	\$48,969.00
<p>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.</p> <p style="font-size: 1.2em; font-family: cursive;">Scott Grammer \ MKH</p>				<p><i>CPO USE</i></p>	
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000			

**AMENDMENT 1
OF GRANT CONTRACT 85578**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Rhea County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section A.9. Installation, is hereby deleted in its entirety and replaced with the following:

A.9. Installation. The Grantee may proceed with installation after Sections A.2. through A.8. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **January 31, 2026**.

- a. The Grantee shall order equipment within **four (4) weeks** of receiving approval of bid packages.
- b. Installation shall be in accordance with the approved project plan timeline, unless otherwise approved in writing by the State with necessary justification.
- c. The Grantee shall install equipment within **thirty (30) days** upon receiving on site.
- d. All equipment shall be entered into the county inventory and identified with appropriate tags.
- e. All equipment serial numbers shall be easily accessed and match inventory controls.
- f. The State must approve any project plan deviations in writing prior to proceeding.

2. Grant Contract Section A.11 Reimbursement, is hereby deleted in its entirety and replaced with the following:

A.11. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2. through A.10. have been completed and approved by the State.

- a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of an inspection.
- b. A final request for grant reimbursement shall be submitted by **February 28, 2026**.

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

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

IN WITNESS WHEREOF,

RHEA COUNTY:

GRANTEE SIGNATURE

DATE

THE HONORABLE JIM VINCENT, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

5b

RESOLUTION 25-11-89

RESOLUTION APPROVING AND ACCEPTING FUNDING IN THE AMOUNT OF \$19,869.00 FOR RHEA COUNTY ARCHIVES FOR THE FOUNDATIONS OF HISTORY: PRESERVING RHEA COUNTY'S HISTORIC RECORDS FOR AMERICA'S 250TH PROJECT FROM THE STATE OF TENNESSEE

WHEREAS, Rhea County has been awarded a non-matching grant from the State of Tennessee for \$19,869.00 for Rhea County Archives for the Foundations of History: Preserving Rhea County's Historic Records for America's 250th Project from the State of Tennessee; and

WHEREAS, the Rhea County Board of Commissioners finds this grant will greatly assist in Rhea County Archives fulfilling its role in preserving Rhea County's Historic Records for America's 250th Project; and

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

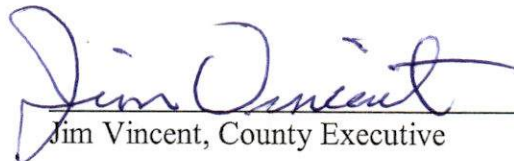
That the Board authorizes and approves the non-matching grant in the amount of \$19,869.00 for Rhea County Archives for the Foundations of History: Preserving Rhea County's Historic Records for America's 250th Project from the State of Tennessee

Duly passed and approved this 18 day of November, 2025.

APPROVED:



Jim Reed, Chairman



Jim Vincent, County Executive

ATTEST:



Linda Shaver, County Clerk





**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 30, 2025

To: **Project Director Smith**
Rhea County Archives
1475 Market St., Suite 103
Dayton, TN 37321

From: **Ashley Howell, Executive Director, Tennessee State Museum and Chair,
Tennessee Commission for the United States Semiquincentennial**

In the State of Tennessee's Public Chapter 966, House Bill 2973, passed in 2024, reads as follows:

To provide non-recurring funding to support Tennessee's participation in the United States Semiquincentennial Celebration, State Museum, \$2,145,000.

Award:

The Rhea County Archives has been selected to receive funding in the amount of \$19,869 for the Foundations of History: Preserving Rhea Co's Historic Records for America's 250th project *as described in the submitted grant application*. Projects must be completed by **April 30, 2027**.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.

- a) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.
- b) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- c) You must have a completed W-9 Form and a signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

1. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement and
- b) *W-9 Form* - (submitted with application. However, if corrections are needed you will be contacted)

We encourage you to return these materials by **December 1, 2025**. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials. *Please refer to the Tennessee America 250 Grant Usage and Reporting Guidelines in your award email for a list of requirements for funding disbursement including acknowledgement requirements.*

If you should have any questions or comments or need any assistance responding to this request, please email: tn250@tn.gov

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department: tn250@tn.gov

On behalf of the *Rhea County Archives*, I hereby agree to the aforementioned terms and conditions.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Daytime Contact Phone Number
Number

Federal Taxpayer Identification

RESOLUTION
No. 25-11-90

A RESOLUTION SUPPORTING A PROJECT AND APPROVING THE TERMS OF AN AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF DAYTON, TENNESSEE AND LZB MANUFACTURING, INC. INVOLVING PAYMENTS IN LIEU OF AD VALOREM TAXES RELATED TO THE LEASE OF CERTAIN REAL PROPERTY IN THE COUNTY

WHEREAS, the County Commission of Rhea County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, pursuant to Tennessee Code Annotated Sections 7-53-101 to 7-53-320, as amended (the "Act"), The Industrial Development Board of the City of Dayton, Tennessee (the "Board") is authorized to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease, and dispose of properties for certain purposes identified in the Act; and

WHEREAS, LZB Manufacturing, Inc., or an affiliate thereof (collectively, the "Company"), intends to purchase real property in the County in Dayton, Tennessee, and construct thereon an approximately 330,000 square foot distribution facility (the "Project"); and

WHEREAS, the Project will support and enhance operations at the Company's existing manufacturing plant in the County by improving logistics and supply chain efficiency; and

WHEREAS, the Company expects to incur approximately \$30,000,000 in capital expenditures and create 25 new full-time jobs in the County in connection with the Project; and

WHEREAS, the Company proposes to convey to the Board ownership of the Project, and the Board will lease the Project to the Company in exchange for payments in lieu of ad valorem taxes; and

WHEREAS, pursuant to Section 7-53-305(b) of the Act, the City Council of Dayton, Tennessee, by resolution previously determined that payments in lieu of ad valorem taxes related to the Project would be in furtherance of the Board's public purposes as set forth in the Act and delegated to the Board the authority to negotiate and accept payments in lieu of taxes from the Company; and

WHEREAS, given that the terms of the agreement related to the payments in lieu of taxes would involve abatement of County taxes, the Board requested the County's support and approval of the terms of the proposed agreement, such terms being included as Exhibit A hereto (the "Proposed Terms"); and

WHEREAS, the County Commission has determined that the Proposed Terms and the Project would be in the best interest of the County.

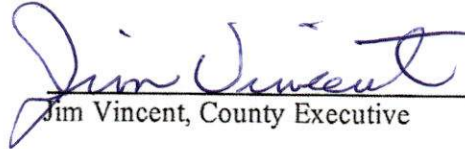
NOW, THEREFORE, BE IT RESOLVED by the County Commission of Rhea County, Tennessee, as follows:

1. The County Commission hereby supports the Project and approves the Proposed Terms related to the Project, finding that the Proposed Terms and the Project are in the best interest of the County.
2. The County Commission hereby supports and approves the Board's agreements concerning payments in lieu of ad valorem taxes relating to the Project to the extent that they contain the Proposed

Terms and such other administrative provisions not inconsistent with this resolution as the Board deems appropriate.

3. This resolution shall take effect from and after its passage, the public welfare requiring it.

Passed this ~~3rd~~^{18th} day of November, 2025.


Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



EXHIBIT A

Schedule of Payments in Lieu of Ad Valorem Taxes

<u>Abatement Period</u>	<u>Percentage of County Real Property Taxes Otherwise Payable</u>
Year 1	0%
Year 2	0%
Year 3	0%
Year 4	0%
Year 5	0%
Year 6	15%
Year 7	30%
Year 8	45%
Year 9	60%
<u>Year 10</u>	<u>75%</u>
Year 11 and after	100%

* Abatement relates to real property taxes only.

** No abatement on the City or the County school portion of the property taxes throughout the ten-year term.

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RESOLUTION 25-11-91

RESOLUTION DIRECTING UNRESTRICTED OPIOID SETTLEMENT FUNDS TO LOCAL FOOD DISTRIBUTION CENTERS TO REDUCE FOOD INSECURITIES

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

WHEREAS, the Rhea County Commission is mindful that research has shown that (1) malnutrition is a prevalent issue among individuals with substance use disorder and (2) proper nutrition is essential for repairing the physical and mental damage caused by chronic substance use, stabilizing mood, reducing craving, and building a foundation for long-term recovery; and

WHEREAS, reducing food insecurities in the families and citizens of Rhea County who may be battling substance use disorders and struggling to establish proper nutrition for long-term recovery is a permissible use of unrestricted opioid settlement funds; and

WHEREAS, the Rhea County Commission has appointed the Rhea County Opioid Committee to make recommendations as to the amount of unrestricted opioid settlement funds to be directed to local food distribution centers in Rhea County to reduce food insecurities; and

WHEREAS, the Rhea County Opioid Committee recommends that grant funds be awarded as follows:

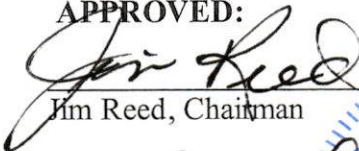
<u>FOOD DISTRIBUTION CENTER</u>	<u>AWARD AMOUNT</u>
1. Rhea of Hope	\$ <u>20,000⁰⁰</u>
2. United Way	\$ <u>10,000⁰⁰</u>
3. CF Church	\$ <u>10,000⁰⁰</u>
4. 1st Baptist Church (Spring City)	\$ <u>10,000⁰⁰</u>
5. We Care	\$ <u>5,000⁰⁰</u>
6. Helping Hands	\$ <u>5,000⁰⁰</u>

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

That the Rhea County Board of Commissioners hereby approves the committee's recommendation and does hereby award unrestricted Opioid Abatement and Remediation Grant Funds as set forth hereinabove.

Duly passed and approved this 18th day of November, 2025.

APPROVED:


Jim Reed, Chairman


Jim Vincent, County Executive

ATTEST:


Linda Shaver, County Clerk



15. NOTARY PUBLIC AND APPROVE BOND

Motion Commissioner Cashman, second Commissioner Stephens to approve the following to be a notary public and approve their bond.

Jack D. French, Brook Day, Elizabeth Rekoske, Irene Louise Reed, Michelle Santiago,
Alydia Logan Horta, Alexandria Binkley

VOTED: AYE: ALL NAY: NONE ABSENT: Francisco, Welch

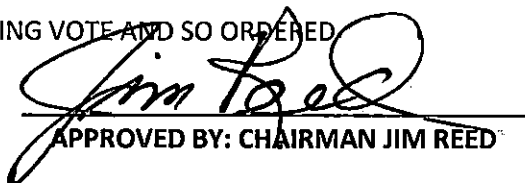
MOTION CARRIED AND SO ORDERED

**16. CONSIDER ALL MATTERS CONCERNING OLD WASHINGTON CONVENIENCE CENTER LOCATIONS
NO ACTION TAKEN**

17. ADJOURNMENT

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

MOTION CARRIED BY RISING VOTE AND SO ORDERED


APPROVED BY: CHAIRMAN JIM REED