AGENDA
RHEA COUNTY COMMISSION MEETING
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, NOVEMBER 17TH, 2026, AT 6:00PM

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. PUBLIC COMMENTS
8. OLD BUSINESS
9. **NEW BUSINESS**

A. Consider budget amendments and appropriations.

B. Read into the minutes Rhea County Committee Minutes.
   a. Rhea County Regional Planning Commission October
   b. Rhea County Library Board July
   c. Rhea County 911 Emergency Communications District Board August and October

C. Consider Resolution To Approve A Two-Year Renewal Of The Lease Agreement With The Southeast Tennessee Human Resource Agency For Office Space In The Rhea County Justice Center, Expiring January 31, 2028. -Ron Travis

D. Read into the minutes Sheriff Departments' surplus/seized items. -Sheriff's Department

E. Consider Resolution To Approve The Application For And Acceptance Of Grant Funds In The Amount Of Up To Two Hundred Fifty Thousand Dollars ($250,000.00) From The Bureau Of Justice Assistance FY 2026 Rural Violent Crime Reduction Initiative For Body-Worn Cameras For The Rhea County Sheriff's Department, And Authorizing Related Actions. -Sheriff's Department

F. Consider Resolution Authorizing The County Executive To Enter Into A PREA Audit Contract With Latham Corrections Consulting For The Rhea County Juvenile Detention Center. -Sheriff's Department

G. Consider Resolution To Appoint Members To The Rhea County Agricultural Committee. -Phillip Dunn

H. Consider Resolution Authorizing The Emergency Management Director And/Or The County Executive To Enter Into A Memorandum Of Understanding For Rural Fire Defense Automatic Aid Agreement. -EMA Director

I. Consider Resolution To Approve Day Use Of The Rhea Springs Recreation Area During The Off Season. -Stacey Harris

J. Resolution Authorizing Rhea County Mayor To Enter Into An Annexation Interlocal Agreement Between The City Of Dayton And Rhea County Regarding The Non-Contiguous Annexation Of Approximately 3.39 Acres Of Property Off Hidden Oaks Road And Further Identified As Map 102 Parcel 013.00. -Ron Travis

K. Consider Resolution To Approve The First Amendment To The Interlocal Agreement For The Rhea County Building Department To Perform Building Permit Plan Review And

Inspection Services And To Issue Demolition Permits For The Town Of Spring City. -Thomas McCormick

L. Consider Resolution Authorizing A Loan Under A Loan Agreement Between Rhea County, Tennessee And The Public Building Authority Of Sevier, County Tennessee In An Aggregate Principle Amount Of Not To Exceed Eight Million Two Hundred Thousand and No/100 Dollard ($8,200,000) - Hospital Board

M. Consider Resolution Authorizing A Joint Agreement With The City Of Dayton For The Abel Farms Master Plan And Reallocation Of SFC/SFA Funds. – Caleb Yawn

N. Consider Resolution Authorizing Allocation Of $_____From The Undesignated Fund Balance For Sponsorship Of The 2026 United Way Jingle Bell Run. -Phillip Dunn

O. Consider Resolution Authorizing Holiday Bonus Pay Of $100.00 To All Convenience Center Employees. -Ron Travis

10.ELECTION OF NOTARY

11.COUNTY EXECUTIVE'S REPORT

12.COUNTY ATTORNEY REPORT

13.COMMISSIONER COMMENTS

14.ADJOURNMENT

RHEA COUNTY REGIONAL PLANNING COMMISSION

REGULAR CALLED MEETING

Tuesday, October 27, 2026 5:30 P.M.

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

A. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM
Jim Reed, Jeff McDaniel, Jacob Ellis, Teresa Congioloso, Chad Reese, SETD

B. READING AND APPROVAL OF MINUTES – Tuesday, September 22, 2026
Approved as presented. Motion by Jacob Ellis, second by Jeff McDaniel. 4-0

C. NEW BUSINESS

1. Dawn Stewart/Back Valley Rd 3-Lot S/D – Final Plat (Medders & Patterson Surveying)
Refer to staff for signatures, with 3:1 ratio, length to width, due to the TVA transmission line across the property. Motion by Jacob Ellis, second by Jeff McDaniel. 4-0

2. Todd Stafford/Indian Hills 4-Lot S/D – Final Plat (Dock Smith Surveying)
Table until next month. Motion until Jeff McDaniel, seconded by Jacob Ellis. 4-0

3. Terry Dye/Firehouse Lot/Possum Trot Rd 2-Lot S/D – Final Plat (Dock Smith Surveying)
Refer to staff for signatures. Motion by Jacob Ellis, second by Jeff McDaniel. 4-0

4. Adam Sims/Back Valley Heights Lots 1-3 – Final Plat (Dock Smith Surveying)
Refer to staff for signatures. Motion until Jeff McDaniel, seconded by Jacob Ellis. 4-0

5. Roger Johnson/Spence Cemetery Rd 2-Lot S/D – Final Plat (Dock Smith Surveying)
Refer to staff for signatures. Motion by Jacob Ellis , second by Jeff McDaniel. 4-0

6. Elisa Holder/Len Mar Rd 3-Lot S/D – Final Plat (Dock Smith Surveying)
Table until next month. Motion by Jeff McDaniel, second by Jacob Ellis. 4-0

7. Marcelino Leal/Oak View Lane 2-Lots on Substandard Easement – Final Plat (Nic Barnes Surveying)
Table until next month. Motion by Jeff McDaniel, second by Jacob Ellis. 4-0

8. Leroy King 2-Lot S/D (RTS 4.28.26) – Final Plat (Nic Barnes Surveying)
Refer to staff for signatures, with length to width variance, due to the shape of the lot. Motion by Jacob Ellis, second by Jeff McDaniel. 4-0

9. Any Properly Presented New Business
27435 Rhea County Hwy, Aaron L Wilson; Grant variance to allow building set back down to 10' along Cawood Road and Dixie Lee Highway. Motion by Jacob Ellis, second by Jeff McDaniel. 4-0

D. OLD BUSINESS

1. Janie Parton Lot Line Adjustment – Final Plat (Mid-State Surveying)
Deny for lack of representation. Motion by Jeff McDaniel, second by Jacob Ellis. 4-0

2. Any Properly Presented Old Business

E. HEARING OF PERSONS HAVING BUSINESS BEFORE THE COMMISSION

F. ADJOURNMENT

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

Annual PC/BZA Member Training RSVP Required
Monday, November 16th 5:30 - 8:30 PM Eastern: Cleveland-Bradley Chamber, 225 Keith Street SW
Monday, November 30th 5:30 - 8:30 PM Central: Sulphur Springs Methodist, 329 Sulphur Springs Rd.

Rhea County Library Board
Quarterly Meeting Minutes
July 9, 2026

The Rhea County Library Board met Thursday July 9, 2026, for the quarterly meeting at Clyde W. Roddy Library

Members Present were Tyler Brown, Rebekah James, Carrie Daniels, Melody Ruehling and Crystal Giles

Others Present: Brittany West, Liz Schreck and McKenna Robinson

Crystal Giles moved to approve the board agenda, Rebekah James second. Motion carried.

Tyler Brown moved to approve the minutes from the April 9, 2026, meeting. Rebekah James seconded. Motion carried.

Library Director's Report

Clyde W. Roddy Library- Library Director Brittany West discussed the upcoming events at the library.

- Library staff will meet in July to discuss potential new programs for the year
- The library will host a Story Telling Festival at the Courthouse on October 16-17, 2026. There are 1000 seats available for a cost of $25 for both days.

Ocoee River Regional Report

Regional Library Director Liz Schreck reported

- Library Trustee Workshop Thursday September 24th, 2026, at Art Circle Public Library in Crossville, TN
- Library Standards are due July 15, 2026
- Deadline for Technology Grants for libraries is July 10, 2026

New Business

Melody Ruehling made a motion to accept Rebekah James resignation seconded by Carrie Daniels. Motion carried.

Tyler Brown made a motion to recommend appointment of McKenna Robinson to fill the spot vacated by Rebekah James, Crystal Giles second. Motion carried.

Tyler Brown will submit the appointment and any reappointments to the County Mayors office.

Board Officer Elections-

Crystal Giles moved, seconded by Melody Ruehling for Tyler Brown to remain as Board Chair
Tyler Brown moved, seconded by Melody Ruehling to appoint Carrie Daniels as Board Vice Chair
Tyler Brown moved, seconded by Melody Ruehling for Crystal Giles to remain as Board Secretary

Next Meeting- Tuesday October 13, 2026, at 4:00pm at Deb Reel Pelfrey Graysville Public Library

Tyler Brown made a motion to adjourn the meeting. Carrie Daniels second. Meeting adjourned.

Respectfully submitted.

Crystal Giles

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

MEETING MINUTES
August 10, 2026

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

2026-08-01. Call to Order, Roll Call, and Welcome.

In the absence of the Chairman and vice-Chairman, Secretary Bill Thedford presided, and called the meeting to order. The roll was called. Those attending were as stated above. A quorum was present. The Secretary welcomed all.

2026-08-02. Agenda & Visitors

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

2026-08-03. Previous Meetings Minutes

The Board reviewed the minutes of June 8 (Ex. B). Leo Stephens made a motion to approve. Brad Harrison seconded the motion, which was UA.

2026-08-04. Financial Report & Budget Amendment

Treasurer Susan Piolatto presented Financial Statements to date, including Profit & Loss, Balance Sheet, Budget vs. Actuals, and Expenses by Vendor Detail for June and July (Ex. C). Leo Stephens made a motion to receive the report. Susan Piolatto seconded it, which was UA by roll call vote (RCV). Jim Reed said SouthEastern Bank has renewed the CD.

2026-08-05. Director Report

Director Shane Clark said there was problems issuing new addresses. Security at the building needs review.

2026-08-06. Legal Counsel Report

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

2026-08-07. Conference Schedule

- TENA, at the end of September, Murfreesboro, Embassy Suites.
- Winter Workshop, at Embassy Suites, Gatlinburg, the end of January. This is a new site for the conference.

2026-08-08. Next Meeting

The next regular meeting will be **October 12,** at 5:00 p.m., in the 911 Center, 8860 Back Valley Road, Evensville, or such other location as may be announced.

2026-08-09. Adjournment

A motion was made to adjourn by Jeff McDaniel, seconded by Leo Stephens, and was UA.

CERTIFICATION:

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

Certified by:

_____ _____

Chairman of the Board Member of the Board

DATE: _____

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

MEETING MINUTES
October 12, 2026

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

2026-10-01. Call to Order, Roll Call, and Welcome.

Chairman Bo Kaylor called the meeting to order. The roll was called. Those attending were as stated above. A quorum was present. The Chairman welcomed all. He read a letter from former Sheriff Mike Neal, who resigned from the Board (Exhibit A).

2026-10-02. Agenda & Visitors

Board members reviewed the proposed agenda. There were no objections to the agenda. There were no visitors.

2026-10-03. Previous Meetings Minutes

The Board reviewed the minutes of August 10 (Ex. B). Billy Thedford made a motion to approve. Susan Piolatto seconded the motion, which was unanimously approved (UA).

2026-10-04. Financial Report

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

2026-10-05. Addressing Charges

Director Shane Clark said there was a need to implement addressing charges, as authorized by Tenn. Code Annotated (TCA) 7-86-127, to be implemented from January 1, 2027, and charge a fee of $200/house. He said the income is needed to offset the costs of mapping and addressing. He will propose a method of the charge, and submit to the Board at the next meeting, December 14.

2026-10-06. Chairman Report

Chairman Kaylor read the letter written by former Sheriff Mike Neal, and expressed his thank for his long-time service. He also recommended the use, again, of the Carabelle Restaurant for the December meeting.

2026-10-7. Director Report

Director Clark said the Board needs to approve the purchase of new computers (3), to replace the ones that have served so well. Jim Reed made a motion to authorize the purchase. Susan Piolatto seconded it, which was UA-RCV.

Director said his office needed to replace Verizon, by inserting AT&T. The Board heard comments about the need to change. Susan Piolatto made a motion to authorize change. Leo Stephens seconded it, which was UA-RCV.

2026-10-08. Legal Counsel Report

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

2026-10-09 Conference Schedule

- Winter Workshop, at Embassy Suites, Gatlinburg, January 24-28. This is a new site for the conference.

2026-10-10. Next Meeting

The next regular meeting will be **December 14,** at 5:00 p.m., in the Carabelle Restaurant, or such other location as may be announced.

2026-10-11. Adjournment

A motion was made to adjourn by Jim Reed, seconded by Susan Piolatto, and was UA.

CERTIFICATION:

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

Certified by:

_____ _____

Chairman of the Board Member of the Board

DATE: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE A TWO-YEAR RENEWAL OF THE LEASE AGREEMENT WITH THE SOUTHEAST TENNESSEE HUMAN RESOURCE AGENCY FOR OFFICE SPACE IN THE RHEA COUNTY JUSTICE CENTER, EXPIRING JANUARY 31, 2028

WHEREAS, Rhea County entered into a Lease Agreement with the Southeast Tennessee Human Resource Agency (SETHRA) dated April 13, 2021, for approximately 498 square feet of office space consisting of Suites 665 & 667 in the Rhea County Justice Center located at 7800 Rhea County Highway, Dayton, Tennessee 37321;

WHEREAS, the original term of said lease commenced February 1, 2021 and expired on January 31, 2026;

WHEREAS, the parties have agreed to renew the lease for an additional two-year term commencing February 1, 2026 and ending January 31, 2028, with an increase in the monthly rental amount from $447.79 to $497.79 (an increase of $50.00 per month);

WHEREAS, the Board of Commissioners finds that the renewal of said lease is in the best interest of Rhea County;

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

Section 1. The County Executive is hereby authorized and directed to execute a Lease Renewal Agreement with the Southeast Tennessee Human Resource Agency for a two-year term commencing February 1, 2026 and ending January 31, 2028, with monthly rent of Four Hundred Ninety-Seven and 79/100 Dollars ($497.79), substantially in the form attached hereto as Exhibit A.

Section 2. The County Executive is authorized to take all actions necessary or appropriate to carry out the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

LEASE RENEWAL AGREEMENT

This Lease Renewal Agreement ("Renewal Agreement") is entered into as of this _____ day of _____, 2026, by and between Rhea County, Tennessee, hereinafter called the "Lessor," and the Southeast Tennessee Human Resource Agency, hereinafter called "SETHRA" or the "Lessee."

RECITALS

WHEREAS, the parties entered into a Lease Agreement dated April 13, 2021 (the "Original Lease"), for certain premises located at 7800 Rhea County Highway, Dayton, TN 37321, consisting of approximately 498 square feet of office space in the Rhea County Justice Center, identified as Suites 665 & 667, with access to one bathroom in the hallway and parking spaces;

WHEREAS, the term of the Original Lease commenced on February 1, 2021 and ended on January 31, 2026;

WHEREAS, the parties desire to renew and extend the Original Lease for an additional two-year term, expiring January 31, 2028, with an increase in the monthly rental amount of Fifty Dollars ($50.00);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. RENEWAL TERM. The term of the Original Lease is hereby renewed and extended for a period of two (2) years, commencing on February 1, 2026, and ending on January 31, 2028 (the "Renewal Term").

2. RENTAL. During the Renewal Term, SETHRA shall pay rental monthly on the first day of each month in the amount of Four Hundred Ninety-Seven and 79/100 Dollars ($497.79), representing the original monthly rent of $447.79 plus an increase of $50.00 per month. The annual rent for each year of the Renewal Term shall be Five Thousand Nine Hundred Seventy-Three and 48/100 Dollars ($5,973.48). Rent payable for any period of time less than one month shall be prorated based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in the Original Lease, or to such other address as the Lessor may designate by notice in writing.

3. INCORPORATION OF ORIGINAL LEASE. Except as expressly modified by this Renewal Agreement, all terms, conditions, covenants, and provisions of the Original Lease, including but not limited to those relating to termination, notices, maintenance, utilities, quiet possession, and all other rights and obligations of the parties, shall remain in full force and effect during the Renewal Term and are hereby incorporated by reference as if fully set forth herein.

4. ENTIRE AGREEMENT. This Renewal Agreement, together with the Original Lease, constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal Agreement in duplicate, each party to receive an original.

RHEA COUNTY, TENNESSEE — LESSOR

BY: _____

Name: Ron Travis, County Executive

SOUTHEAST TENNESSEE HUMAN RESOURCE AGENCY (SETHRA) — LESSEE

BY: _____

Name: _____, Executive Director

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF UP TO TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) FROM THE BUREAU OF JUSTICE ASSISTANCE FY 2026 RURAL VIOLENT CRIME REDUCTION INITIATIVE FOR BODY-WORN CAMERAS FOR THE RHEA COUNTY SHERIFF'S DEPARTMENT, AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, has issued a Notice of Funding Opportunity (NOFO) for the BJA FY 2026 Rural Violent Crime Reduction Initiative (Grants.gov Opportunity Number O-BJA-2026-172761); and

WHEREAS, the purpose of said funding is to support local law enforcement in rural jurisdictions to prevent, respond to, and reduce violent crime by equipping rural law enforcement agencies and prosecutors' offices with resources necessary to implement a violent crime reduction strategy, including through technological enhancements and equipment such as body-worn cameras that enhance officer safety, support efficient operations, and aid in the documentation and prosecution of violent crimes; and

WHEREAS, Rhea County is a rural county within the State of Tennessee and is an eligible applicant under the NOFO as a county government serving a rural area or rural community as defined in 34 U.S.C. § 12291(a)(32); and

WHEREAS, the Rhea County Sheriff's Department seeks to acquire body-worn cameras and related equipment, software, storage, and training to enhance officer and public safety, improve the collection and preservation of evidence, increase transparency and accountability, and support the reduction of violent crime in Rhea County; and

WHEREAS, the anticipated award amount under the NOFO is up to $250,000.00, with no cost-sharing or match requirement, for an expected award period of thirty-six (36) months beginning January 1, 2027; and

WHEREAS, the Board of Commissioners of Rhea County finds that the application for and use of such grant funds for body-worn cameras for the Rhea County Sheriff's Department is in the best interest of the citizens of Rhea County and consistent with the purposes of the funding opportunity;

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

Section 1. The Board of Commissioners hereby approves the submission of an application by Rhea County for grant funds in an amount up to Two Hundred Fifty Thousand Dollars ($250,000.00) under the BJA FY 2026 Rural Violent Crime Reduction Initiative (Opportunity Number O-BJA-2026-172761) for the purchase, implementation, and support of body-worn cameras and related technological enhancements for the Rhea County Sheriff's Department.

Section 2. The County Executive of Rhea County, or his designee, is hereby authorized and directed to execute any and all documents, certifications (including the Certification by the Chief Executive Officer required under Appendix 1 of the NOFO), applications, and agreements necessary to apply for, accept, and administer said grant funds in accordance with the terms of the NOFO and applicable federal, state, and local laws.

Section 3. The Sheriff of Rhea County is hereby authorized to implement the body-worn camera program, including procurement of equipment, development of policies and procedures for use and data management, and related activities, consistent with the terms of any grant award and applicable law.

Section 4. Any funds awarded shall be used solely for the purposes set forth in the application and in compliance with all grant requirements, including those related to rural violent crime reduction.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A PREA AUDIT CONTRACT WITH LATHAM CORRECTIONS CONSULTING FOR THE RHEA COUNTY JUVENILE DETENTION CENTER

WHEREAS, the Prison Rape Elimination Act (PREA) requires juvenile facilities to undergo periodic audits by a Department of Justice certified PREA auditor to determine compliance with the PREA Juvenile Facility Standards; and

WHEREAS, Rhea County operates the Rhea County Juvenile Detention Center and is required to comply with the PREA auditing standards set forth in 28 C.F.R. §§ 115.401-405; and

WHEREAS, Latham Corrections Consulting, through Designated PREA Auditor Robert B. Latham, has submitted a proposed PREA Audit Contract to conduct an audit of the Rhea County Juvenile Detention Center, including a tentative on-site visit on March 22–23, 2027, for a fee of $6,000 inclusive of all expenses, due 45 days after the on-site portion of the audit; and

WHEREAS, the proposed contract provides that Robert B. Latham shall be the sole auditor, includes appropriate conflict of interest, insurance, indemnification, HIPAA, and other standard provisions, and is governed by the laws of the State of Tennessee with venue in Rhea County; and

WHEREAS, the Rhea County Board of Commissioners finds that entering into said contract is in the best interest of the County and necessary for compliance with federal PREA requirements;

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

That the County Executive is hereby authorized and directed to execute the PREA Audit Contract with Latham Corrections Consulting / Robert B. Latham, DOJ Certified PREA Auditor, substantially in the form presented to the Commission, for the audit of the Rhea County Juvenile Detention Center under the Prison Rape Elimination Act Juvenile Facility Standards, at a fee of $6,000.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive
ATTEST:

_____
Linda Shaver, County Clerk

Latham Corrections Consulting

PREA Audit Contract

This document is a contract between the Designated PREA Auditor, Robert B. Latham, and Rhea County, Tennessee ("County"), for an audit of the Rhea County Juvenile Detention Center ("Facility") under the Prison Rape Elimination Act Juvenile Facility Standards, in compliance with the requirements of the PREA auditing standards (28 C.F.R. §§ 115.401-405). The audit will be conducted using the PREA Online Audit System (OAS).

I. Definitions

A. Audit - All steps taken to determine compliance with the PREA Standards, including the Pre-Audit Document Review, on-site audit, possible corrective action period and completion of the final audit report.
B. Facility - Rhea County Juvenile Detention Center, operated by Rhea County, Tennessee.
C. County - Rhea County, Tennessee, the contracting party and governmental entity responsible for the Facility.
D. PREA Resource Center - The National PREA Resource Center, its representatives and employees.
E. PREA Standards - The Prison Rape Elimination Act Standards for Juvenile Facilities.
F. PREA Online Audit System (OAS) - An online interface for Department of Justice certified PREA auditors and confinement facilities staff in the United States to complete audits on compliance with the Department of Justice's National PREA standards.

II. PREA Auditing Standards

The Designated PREA Auditor, Robert B. Latham, and the County/Facility shall comply with the requirements of the PREA auditing standards (28 C.F.R. §§ 115.401-405).

III. PREA Auditor

A. Designated PREA Auditor. For purposes of this contract the Designated PREA Auditor is Robert B. Latham. For the remainder of this contract the Designated PREA Auditor will be referred to as the PREA Auditor. The PREA Auditor is the sole auditor for this engagement and will not utilize any other DOJ-certified PREA auditors or noncertified support staff.
B. PREA Auditor Fees. $6,000. The fee is inclusive of all expenses.
C. Fee Schedule. The audit fee is due 45 days after the on-site portion of the audit.
D. Prohibition on Additional Compensation. The PREA Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
E. PREA Auditor Responsibility and Authority. The PREA Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the Facility's implementation and compliance with the Prison Rape Elimination Act Juvenile Facility Standards. In order to accurately assess compliance at the Facility the PREA Auditor shall: conduct an on-site inspection, observe programs and activities; interview administrators, professional staff, correctional staff and contractors; interview residents, review a sample of video recordings; and conduct detailed reviews of resident records and other related documents and reports. The PREA Auditor will assess day-to-day operations and conditions at the Facility.
F. Auditing Schedule. The PREA Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.
G. Conflict of Interest. The PREA Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Contract, with the PREA auditing standards, or with PREA auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed, or retained by the Agency for purposes other than PREA auditing during the three-year period prior to the audit, or during the three-year period subsequent to the audit.

H. Termination of the PREA Auditor. The PREA Auditor may be terminated if the Facility and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the PREA Auditor's fitness to continue serving as the PREA Auditor.
I. PREA Audit Report Delivery. The PREA Auditor shall provide the audit report to the Agency's PREA Coordinator within 45 calendar days of the conclusion of the on-site audit. If there are no standards requiring corrective action, the audit report shall be considered final.
J. Corrective Action Process – If the audit report indicates that corrective action is required, the PREA Auditor, the Agency's PREA Coordinator, and Facility shall work jointly to develop corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific remedial measures the Facility shall take to achieve compliance within a 180-day corrective action period. The Facility shall deliver, and the PREA Auditor shall review and comment upon deliverables provided to the PREA Auditor pursuant to the corrective action timeline. The PREA Auditor shall issue his report at the conclusion of the 180-day corrective action period, or earlier if compliance has been achieved before the end of the corrective action period. Under no circumstances shall the final report be issued more than 180 days from the original due date.

IV. The Facility / County

A. Tentative Audit Timeline. The County and the PREA Auditor tentatively agree the on-site visit for the audit will commence on March 22–23, 2027.
B. OAS Audit Initiation Process. A requestor (agency- or facility-based administrative staff person or PREA auditor) completes and submits the Audit Initiation Form. Once the Audit Initiation Form has been submitted, a PREA OAS administrator will email Supervisor Confirmation Form(s) to the supervisor(s) indicated on the Audit Initiation Form. Each supervisor must complete and submit their Supervisor Confirmation Form. Once the Supervisor Confirmation Form has been submitted, a PREA OAS administrator will call the supervisor to verify the information provided on the form. After the verification process is complete, a PREA OAS administrator will set up the audit in the OAS and users will be granted access to the OAS. All users will receive emails from the OAS indicating that an audit has been initiated and that their account has been set up.
C. PREA Auditor Access. The County shall ensure that the PREA Auditor will have access to the facility, documentation (including electronically stored information), personnel, and residents, consistent with the auditing standards, until the issuance of the final report.
D. Posting PREA Auditor Contact Information. The County shall ensure the PREA Auditor's contact information, that will be provided by the PREA Auditor, together with a statement of confidentiality, shall be conspicuously displayed in all resident housing units of the Facility to be audited, for the six-week period prior to the on-site visit. The information should be printed on bright, colored paper.
E. External Advocacy Organizations. The County shall work in good faith to identify and provide the PREA Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the PREA Auditor to fulfill his obligations under 28 C.F.R. § 115.401(o).
F. Access to External Investigative Personnel. The County shall make best efforts to obtain and to provide, to the PREA Auditor, information, and personnel from external investigative entities relevant to the PREA Standards.
G. Publication of Audit Report. The County shall publish the final audit report on the Facility's website within 14 days of receipt of the report.
H. Retaliation Safeguards. The County agrees that it shall not retaliate against any person because that person has provided any information or assistance to the PREA Auditor, has filed or will file a complaint, or has participated in any other manner in the conduct of the Audit. The County agrees that it shall timely and thoroughly investigate any allegations of retaliation in violation of the National Standards or this Contract and take corrective action identified through such investigations.
I. Mandatory and Discretionary Reporting Information. The County shall determine whether, and to what extent, the PREA Auditor is legally a mandatory or discretionary reporter of resident abuse in the relevant jurisdiction, and the County shall provide such information to the PREA Auditor prior to the on-

site visit. The County shall also inform the PREA Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting. In the absence of direction on state law, the PREA Auditor will be considered a mandatory child abuse reporter and report any notifications of abuse to the relevant state or local entity.
J. Primary Points of Contact. The County shall provide the PREA Auditor with a list of primary points of contact with respect to staff of all relevant disciplines within the Facility (e.g., mental health care, investigations, and housing classification).

V. Standard Contract Provisions

A. Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.
B. Termination. This contract shall terminate on a showing of good cause as indicated in Termination of the PREA Auditor section or at the conclusion of services as agreed upon by the parties.
C. Appeals. The Facility may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the PREA Auditor's final determination. If the Department determines that the Facility has stated good cause for a re-evaluation, the Facility may commission a re-audit by a PREA auditor mutually agreed upon by the Department and the Facility. The Facility shall bear the costs of this re-audit. Any time spent by the original PREA auditor in resolving the appeal shall be paid by the Facility unless the re-audit finds for the Facility in each case.
D. HIPAA Compliance. The PREA Auditor warrants to the County that he is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of providing services under this Agreement. The PREA Auditor warrants that he will cooperate with the County in the course of the performance of services under this Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with federal and state privacy officials and other compliance officers as required by HIPAA and HIPAA regulations. The PREA Auditor agrees not to use or disclose any Personal Health Information concerning a resident referred by the Facility, other than as permitted by this Agreement, HIPAA and or applicable federal and state regulations. The PREA Auditor will sign any documents that are reasonably necessary to keep the County and the PREA Auditor in compliance with HIPAA, including, but not limited to, business associate agreements.
E. Non-Discrimination Provisions and Requirements. The County and the PREA Auditor shall be compliant with the Americans Disabilities Act of 1990.
F. Security. PREA Auditor has experience in working in correctional facilities and understands the sensitive nature of the facility and agrees to ensure all of its employees, agents, and subcontractors have been briefed to follow the security protocol consistent with the correctional setting.
G. Independent Contractor. PREA Auditor is an independent contractor retained by the County solely for the purpose of providing the services and work under this Contract. PREA Auditor agrees that there is no employer/employee relationship or agency relationship between the parties and as such, PREA Auditor shall not be entitled to any employee benefits, including but not limited to retirement benefits, health insurance coverage or other insurance coverage as a result of the services and work performed under this Contract. PREA Auditor agrees that PREA Auditor is solely responsible for payment of any and all taxes PREA Auditor may incur as a result of this Contract. The County shall not be responsible for deducting and paying Social Security taxes, Unemployment taxes, or withholding Federal income taxes.
H. Employment Practices. PREA Auditor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
I. Maintenance of Records. PREA Auditor shall maintain documentation for all charges against Facility. The books, records, and documents of the PREA Auditor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice,

by Facility or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.
J. Licenses and Certifications. PREA Auditor shall secure and maintain all necessary business and professional licenses at its sole expense.
K. Negotiated Terms. This Contract has been fully reviewed and negotiated by the parties. Accordingly, in interpreting this Contract, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

VI. Additional County Provisions

A. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any action arising under this Contract shall be in the courts of Rhea County, Tennessee.
B. Insurance. The PREA Auditor shall maintain, at his sole expense, commercial general liability insurance and professional liability insurance in amounts of not less than $1,000,000 per occurrence and provide certificates of insurance to the County upon request.
C. Indemnification. The PREA Auditor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the PREA Auditor's negligent acts or omissions or willful misconduct in the performance of services under this Contract.
D. Sole Auditor. As stated in Section III.A, Robert B. Latham is the sole PREA Auditor for this engagement and will not utilize any other DOJ-certified PREA auditors or noncertified support staff.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

RHEA COUNTY, TENNESSEE	PREA AUDITOR
_____ Ron Travis, County Executive Date: _____	_____ Robert Burns Latham DOJ Certified PREA Auditor Date: _____

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MEMBERS TO THE RHEA COUNTY AGRICULTURAL COMMITTEE

WHEREAS, Tennessee law requires that all counties cooperating with the University of Tennessee Extension by making an appropriation for Extension work shall have an Agricultural Committee elected by the county legislative body; and

WHEREAS, said Agricultural Committee is composed of three county commissioners and four members of the agricultural community, elected to terms of two years, with no member elected for more than three consecutive terms; and

WHEREAS, the Rhea County Extension Director has recommended the following appointments to fill vacancies and continue the work of the committee; and

WHEREAS, the Rhea County Board of Commissioners desires to appoint the members of the Agricultural Committee as recommended;

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

That the following persons are hereby appointed to the Rhea County Agricultural Committee for two-year terms:

County Commissioners:

Stacy Harris
Jacob Ellis
Billy Thedford
Ron Travis, Ex-officio

Members of the Agricultural Community:

Jason Adams
Angela Shaver
Diana Pace
Don Massengale

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____

Phillip Dunn, Chairman

_____

Ron Travis, County Executive

ATTEST:

_____

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EMERGENCY MANAGEMENT DIRECTOR AND/OR THE COUNTY EXECUTIVE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR RURAL FIRE DEFENSE AUTOMATIC AID AGREEMENT

WHEREAS, the Rhea County Emergency Management Agency has presented a proposed Memorandum of Understanding for a Rural Fire Defense Automatic Aid Agreement for the consideration of the Board of Commissioners; and

WHEREAS, said Memorandum of Understanding provides for mutual automatic aid in fire defense services among participating rural fire departments and is in the interest of public safety in Rhea County; and

WHEREAS, the Rhea County Board of Commissioners finds that authorizing execution of the Memorandum of Understanding by and between the Town of Spring City, the City of Dayton and Roane County and Cumberland County is in the best interest of the County and its residents;

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

That the Emergency Management Director and/or the County Executive are hereby authorized and directed to execute the Memorandum of Understanding for Rural Fire Defense Automatic Aid Agreement by and between the Town of Spring City, the City of Dayton, Roane County and Cumberland County substantially in the form presented to the Commission.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE DAY USE OF THE RHEA SPRINGS RECREATION AREA DURING THE OFF-SEASON

WHEREAS, Rhea Springs Recreation Area, located on Rhea Springs Road in Spring City, Tennessee, on the Watts Bar Reservoir at the confluence with the Piney River, is a public outdoor recreation facility managed by Rhea County Parks and Recreation in partnership with the Tennessee Valley Authority (TVA); and

WHEREAS, the Rhea Springs Campground operates seasonally, with opening and closing dates dependent upon TVA reservoir water levels, typically opening in the spring (mid-April to mid-May) and closing in the late fall (approximately December 1); and

WHEREAS, during the off-season when the campground is closed, the Board of Commissioners finds it in the public interest to authorize limited day use of the Rhea Springs Recreation Area to allow continued access for fishing, picnicking, walking, and other daytime recreational activities, subject to existing park rules and conditions; and

WHEREAS, day use during the regular camping season is currently free of charge from 8:00 a.m. to 8:00 p.m., and the Board desires to establish consistent day-use hours during the off-season of seven (7) days per week from dawn until dusk; and

WHEREAS, all visitors shall continue to comply with posted park rules, including but not limited to the prohibition of overnight camping, generators, glass bottles, fireworks, and other restricted activities, and shall use the area at their own risk with no lifeguard on duty;

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

Section 1. That the Rhea Springs Recreation Area is hereby approved for day use only during the off-season (when the campground is closed due to TVA water levels or seasonal closure), seven (7) days per week, from dawn until dusk.

Section 2. That overnight camping, the use of recreational vehicles or campers for overnight stays, and the erection of tents for overnight occupancy are prohibited during the off-season day-use period.

Section 3. That all existing Rhea Springs Park and Campground rules remain in full force and effect during off-season day use, including speed limits, pet leash requirements, quiet hours where applicable, prohibitions on glass containers, fireworks, and damage to facilities or vegetation.

Section 4. That the Rhea County Parks and Recreation Department, in coordination with the County Executive, is authorized to post appropriate signage, monitor the area, and temporarily close or restrict access as necessary due to weather, water levels, maintenance, or public safety concerns.

Section 5. That day use during the off-season shall be free of charge, consistent with regular-season day-use policy.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING RHEA COUNTY MAYOR TO ENTER INTO AN ANNEXATION INTERLOCAL AGREEMENT BETWEEN THE CITY OF DAYTON AND RHEA COUNTY REGARDING THE NON-CONTIGUOUS ANNEXATION OF APPROXIMATELY 3.39 ACRES OF PROPERTY OFF OF HIDDEN OAKS ROAD AND FURTHER IDENTIFIED AS MAP 102 PARCEL 013.00

WHEREAS, Tennessee Code Annotated § 6-51-104(d) allows for a municipality to annex by Resolution territory that does not adjoin the boundary of the municipality provided that the area is within the Urban Growth Boundary of the municipality.

WHEREAS, Tennessee Code Annotated § 6-51-104(d)(4) provides that the plan of services for said annexation include a plan of services adopted under Tennessee Code Annotated § 6-51-102, and that the plan be prepared by the municipality in cooperation with the county in which the territory is located.

WHEREAS, Tennessee Code Annotated § 6-51-104(d)(4) further provides that the municipality and the county shall enter into an interlocal agreement pursuant to Tennessee Code Annotated § 5-1-113 to address emergency services for any interceding properties and to provide for maintenance of county roads and bridges comprising the primary route to the area annexed.

WHEREAS, the property to be annexed and as described in the Annexation Interlocal Agreement attached hereto is not contiguous to the existing City boundary, but is within the City's Urban Growth Boundary.

WHEREAS, the owners of this property have petitioned the City for annexation and desire to obtain city services necessary to support the proposed development of this property.

WHEREAS, the City and County desire to cooperate with one another and to address the issues contemplated by Tennessee Code Annotated § 6-51-104(d)(4) which include the provision of emergency services for any interceding properties, if any, and to assign responsibility for the maintenance of county roads and bridges comprising the primary route between the current City boundary to the area to be annexed into the City.

NOW, THEREFORE, BE IT RESOLVED by the Rhea County Commission meeting in session in Dayton, Rhea County, Tennessee on this the _____ day of _____, 20_____, that the Rhea County Mayor is hereby authorized to enter into the attached Annexation Interlocal Agreement between the City of Dayton and Rhea County regarding the non-contiguous annexation of approximately 3.39 acres of property off of Hidden Oaks Road currently owned by McKenzie Boling and wife, Ashley E. Boling and further identified as Map 102 Parcel 013.00.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon passage, having been properly signed, certified and meeting all other legal requirements of the Rhea County Commission, and as otherwise provided by law, the public welfare requiring it.

ADOPTED this the _____ day of _____, 20____.

_____
PHILLIP DUNN, Chairman

_____
LINDA SHAVER, County Clerk

ANNEXATION INTERLOCAL AGREEMENT BETWEEN THE CITY OF DAYTON, TENNESSEE AND RHEA COUNTY, TENNESSEE

This Annexation Interlocal Agreement (hereinafter sometimes referred to as "Agreement") is made and entered into by and between the City of Dayton (hereinafter sometimes referred to as the "City") and Rhea County, Tennessee (hereinafter sometimes referred to as the "County") pursuant to Tennessee Code Annotated Sections 5-1-113 and 6-51-104(d).

WHEREAS, the County is a political subdivision of the State of Tennessee.

WHEREAS, the City is a municipal corporation of the State of Tennessee.

WHEREAS, Tennessee Code Annotated Section 6-51-104(d) allows for a municipality to annex by Resolution territory that does not adjoin the boundary of the municipality provided that the area is within the Urban Growth Boundary of the municipality.

WHEREAS, Tennessee Code Annotated Section 6-51-104(d)(4) provides that the plan of services for said annexation include a plan of services adopted under Tennessee Code Annotated Section 6-51-102, and that the plan be prepared by the municipality in cooperation with the county in which the territory is located.

WHEREAS, Tennessee Code Annotated Section 6-51-104(d)(4) further provides that the municipality and the county shall enter into an interlocal agreement pursuant to Tennessee Code Annotated Section 5-1-113 to address emergency services for any interceding properties and to provide for maintenance of county roads and bridges comprising the primary route to the area annexed as the municipality and county deem necessary.

WHEREAS, the property to be annexed and as described in Exhibit A (hereinafter sometimes referred to as the "Property") is not contiguous to the existing City boundary, but is within the City's Urban Growth Boundary.

WHEREAS, the current owners of this property, McKenzie Boling and wife, Ashley E. Boling, have petitioned the City for annexation and desire to obtain city services necessary to support the proposed development of their property.

WHEREAS, the City and County desire to cooperate with one another and enter into this Agreement to (i) satisfy their obligation under Tennessee Code Annotated Section 6-51-104(d)(4) to enter into an interlocal agreement in connection with the Plan of Services, and (ii) set forth their agreements as to the provision of emergency services for the property to be annexed and any interceding properties, if any, and (iii) to assign responsibility for the maintenance of the roads and bridges, if any, comprising the primary route between the current City boundary to the area to be annexed into the City.

WHEREAS, the Dayton City Council authorized the execution of this Interlocal Agreement on _____, by passage of Resolution No. _____, which authorizes the Mayor to execute this Agreement on behalf of the City of Dayton.

WHEREAS, the Rhea County Commission authorized the execution of this Interlocal Agreement on _____, by passage of Resolution No. _____, which authorizes the County Mayor to execute this Agreement on behalf of Rhea County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, the sufficiency of which is hereby acknowledged, the County and the City by and through their authorized representatives, do hereby agree and manifest their intentions as follows:

1. Recitals: The recitals set forth hereinabove are incorporated herein by reference as fully as if copied herein verbatim and shall be considered part of this Agreement.

2. Purpose: The County and City (sometimes hereinafter the County and City are collectively referred to as the "Parties") are executing this Agreement for the purpose of establishing the manner, terms, and conditions by which the Parties will provide for the provision of emergency services to the Property and any interceding properties, and for the maintenance of roads and bridges comprising the primary route to the property to be annexed.

3. Cooperative & Performance Agreement:

(a) Emergency Services Provided by the City: The City shall be responsible for providing to the Property the services it has agreed to provide as set forth and in accordance with the Plan of Services attached hereto as Exhibit B, which includes police protection, fire protection, and solid waste services. The Parties agree that for the particular annexation described herein, there are no interceding properties that require City services between the existing City boundary and the property to be annexed and that the interceding properties are adequately served by Rhea County. Therefore, it is agreed that the City will not provide said services to the interceding properties in between the Property and the municipal limits of the City of Dayton, and that the County shall continue to be responsible for the provision of emergency services for these properties.

(b) Road Maintenance Provided by the County: The County shall be responsible for maintaining the roads, as well as the bridges, if any, and culverts on said roads, if any, within the interceding area in between the Property and the municipal limits of the City of Dayton, which include the following: Hidden Oaks Road, Pat Buckner Lane, Carter Hughes Lane, and the portion of Dayco Drive that is outside the municipal limits of the City of Dayton. The Parties agree for this particular annexation, no maintenance by the City is required for any County roads, bridges or culverts.

4. Duration, Effect, and Termination: This Agreement shall be in full force and effect from its execution by the Parties hereto and shall remain in full force and effect in perpetuity unless and until the City of Dayton takes action to de-annex the Property in accordance with Tennessee law at the time such de-annexation is commenced.

5. Scope: This Agreement is intended to incorporate the entire agreement of the Parties relating to the subject matter thereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this Agreement. This Agreement supersedes all prior negotiations or agreements. This Agreement shall not be amended, modified, or changed in any respect except in writing signed by all Parties and approved by the respective governing bodies of the Parties.

6. Severability: The terms and provisions herein are severable such that if any term or provision is declared or found to be invalid or unenforceable by a court of proper jurisdiction, such invalidity or unenforceability shall not affect the remaining terms and provisions of this Agreement, which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 20 ____.

RHEA COUNTY, TENNESSEE:

BY: _____
RON TRAVIS, County Mayor

ATTEST:

BY: _____
LINDA SHAVER, County Clerk

CITY OF DAYTON, TENNESSEE:

BY: _____
HURLEY MARSH, Mayor

ATTEST:

BY: _____
L. MICHELLE HORTON, City Recorder

EXHIBIT A

BEING Lot 4B of the Final Replat of Track 4, Crystal Springs, containing 3.39 acres, more or less, as per survey of Dock W. Smith, TRLS No. 566, dated October 19, 2007, attached as Exhibit 1. Also see Plat Book 4, Page 315, Register's Office, Rhea County, Tennessee.

FOR PRIOR TITLE: See Deed Book 516, Page 205, Register's Office, Rhea County, Tennessee.

SUBJECT TO any governmental zoning and subdivision ordinances in effect thereon, as well as any and all easements and rights-of-way, whether visible or not.

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE RHEA COUNTY BUILDING DEPARTMENT TO PERFORM BUILDING PERMIT PLAN REVIEW AND INSPECTION SERVICES AND TO ISSUE DEMOLITION PERMITS FOR THE TOWN OF SPRING CITY

WHEREAS, Rhea County has established the Rhea County Building Department; and

WHEREAS, pursuant to Resolution No. 22-06-11, the Rhea County Board of Commissioners approved an Interlocal Agreement for the Rhea County Building Department to perform building permit plan review and inspection services for the Town of Spring City; and

WHEREAS, the Town of Spring City has adopted Ordinance No. O-2026-10, An Ordinance to Amend the Zoning Ordinance of Spring City, Tennessee, by Adding Provisions for Demolition Permits; and

WHEREAS, the Town of Spring City has requested that the Rhea County Building Department issue demolition permits and perform related review and inspection services on behalf of the Town pursuant to said Ordinance; and

WHEREAS, Rhea County has the necessary resources and personnel to perform such additional demolition permit services; and

WHEREAS, the attached First Amendment to the Interlocal Agreement sets forth the terms between Rhea County and the Town of Spring City for the performance of said demolition permit services, which the Rhea County Board of Commissioners deems is in the best interest of the citizens and residents of Rhea County;

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

That the County Executive is authorized to enter into and execute the First Amendment to the Interlocal Agreement to provide for the issuance of demolition permits and related review and inspection services for the Town of Spring City in accordance with the terms set forth in the attached First Amendment.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Rhea County Building Department to Perform Building Permit Plan Review and Inspection Services and Demolition Permit Services for the Town of Spring City

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2026, by and between Rhea County, Tennessee, a political subdivision of the State of Tennessee (the "County"), and the Town of Spring City, Tennessee, a municipal corporation organized under the laws of the State of Tennessee (the "Town").

RECITALS

WHEREAS, the County and the Town entered into that certain Interlocal Agreement dated on or about June 2022 (the "Original Agreement"), whereby the County agreed to provide building permit plan review and building inspection services to the Town as an independent contractor; and

WHEREAS, the Original Agreement was approved by the Rhea County Board of Commissioners pursuant to Resolution No. 22-06-11; and

WHEREAS, the Town of Spring City has adopted Ordinance No. O-2026-10, An Ordinance to Amend the Zoning Ordinance of Spring City, Tennessee, by Adding Provisions for Demolition Permits, which creates Section 12.03.01 Demolition Permits in the Zoning Ordinance; and

WHEREAS, the Town has requested that the Rhea County Building Department issue demolition permits and perform related application review and inspection services on behalf of the Town pursuant to Ordinance No. O-2026-10; and

WHEREAS, the parties desire to amend the Original Agreement to expand the services provided by the County to include the issuance of demolition permits and related services as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Purpose and Services.

The Original Agreement is hereby amended to expand the Purpose and Services as follows:

a. Purpose. The purpose of the Agreement is expanded to allow the County to provide demolition permit review, issuance, and inspection services to the Town as an independent contractor, in addition to the existing building permit plan review and inspection services.

b. Services. In addition to building permit plan review and building inspection services, the County shall provide demolition permit services. For purposes of this Agreement, "demolition permit services" shall mean providing all services, supplies, labor, material, and supervision necessary to review demolition permit applications for compliance with Ordinance No. O-2026-10 and applicable building and safety codes; issuing demolition permits; and performing pre-demolition, progress, and final inspections as required by the Ordinance, within the corporate limits of the Town of Spring City, Tennessee.

The Town will continue to provide, administer, and enforce its own zoning codes, local development standards, floodplain management regulations, property maintenance codes, and state and federal environmental regulations. Applications for demolition permits may be submitted directly to the County Building Department or forwarded by the Town. The County Building Department shall be responsible for the final approval or denial of all demolition permits, as well as the actual issuance and certification of all demolition permits and any services necessarily related to the final act of approving and issuing, or denying, all demolition permits. The Town will retain the authority of "Building Official" and will be responsible for any and all appeals of demolition permit approvals, issuances, or denials, consistent with the Original Agreement and the procedures of the Spring City Zoning Ordinance, including appeals to the Board of Zoning Appeals.

The County shall coordinate with the Town as necessary regarding floodplain compliance, historic structure reviews (including any required notifications or delay periods under the Ordinance), hazardous materials compliance, and other matters requiring Town input or determination under Ordinance No. O-2026-10. Demolition permits shall only be issued upon demonstration of compliance with all applicable requirements of the Ordinance, including but not limited to the demolition plan, utility disconnections, safety measures, debris removal, erosion control, insurance, and post-demolition site restoration requirements. The County will collect all fees due and collectible for demolition permits and will act as the point of contact and liaison for applicants and contractors. Direct communication by an applicant and/or contractor with the County regarding technical questions and requests for inspections is allowed and encouraged. The County will be the custodian of all demolition permit files and records and the final repository thereof, and shall be responsible for any public records requests relating to the services provided under this Amendment.

2. Amendment to Fees and Charges.

Section 4 of the Original Agreement (Fees and Charges) is hereby amended to include demolition permit fees. The County shall collect all plan review, inspection, and demolition permit fees due and collectible under the applicable codes and Ordinance No. O-2026-10. The fees to be collected shall be those as most recently adopted or established by the County Building Department, which shall constitute the total compensation and consideration due to the County for all services rendered pursuant to the Original Agreement as amended hereby.

3. Remaining Terms.

Except as expressly amended by this Amendment, the Original Agreement remains in full force and effect in accordance with its terms. All other provisions of the Original Agreement, including but not limited to those governing Term, Termination, Independent Contractor status, Indemnification, Assignment, Entire Agreement, and Severability, shall apply equally to the demolition permit services provided under this Amendment.

4. Effective Date and Counterparts.

This Amendment shall be effective upon execution by both parties. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

RHEA COUNTY, TENNESSEE

By: _____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

TOWN OF SPRING CITY, TENNESSEE

By: _____
Leon Locke, Mayor

ATTEST:

_____
Brenda Dodson, City Recorder

INITIAL RESOLUTION AUTHORIZING A LOAN UNDER A LOAN AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($8,200,000)

WHEREAS, the Board of County Commissioners of Rhea County, Tennessee (the "County") has determined that it is necessary and advisable to borrow funds and incur indebtedness for certain public improvements as more fully set forth herein; and

WHEREAS, pursuant to Section 9-21-205 and Section 12-10-115(a)(2), Tennessee Code Annotated, prior to obtaining a loan for said purposes, it is necessary to adopt an initial resolution authorizing said loan.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County that for the purposes of (i) financing the acquisition of land for, and the improvement, repair, renovation and equipping of, the County's hospital facilities, operated as Rhea Medical Center (the "Project"); (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (iii) payment of the capitalized interest, if any, and for the payment of costs incident to the obtaining of the loan hereinafter described, the County is hereby authorized to borrow money and incur indebtedness in an aggregate principal amount of not to exceed $8,200,000 by obtaining a loan from and entering into a loan agreement with The Public Building Authority of Sevier County, Tennessee. The indebtedness incurred pursuant to the issuance of the loan agreement shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by law per annum and shall be payable from ad valorem taxes to be levied on all taxable property within the County and shall be additionally payable from but not secured by the revenues of the Rhea Medical Center; and

BE IT FURTHER RESOLVED by the Board of County Commissioners of the County that the County Clerk be, and is, hereby authorized and directed to cause the foregoing initial resolution to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk of the County protesting the issuance of the bond, such bond will be issued as proposed.

Linda Shaver, County Clerk

Adopted and approved this 17th day of November, 2026.

_____
County Executive

ATTEST:

_____
County Clerk

STATE OF TENNESSEE)

COUNTY OF RHEA)

I, the undersigned, hereby certify that I am the duly qualified and acting County Clerk of Rhea County, Tennessee , and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Governing Body of that County held November 17, 2026, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody, and that said copy is a true, correct, and complete transcript from said original minute record insofar as said original record relates to an initial resolution authorizing the borrowing of not to exceed $8,200,000 under a loan agreement between the County and The Public Building Authority of Sevier County, Tennessee.

WITNESS my official signature of the County this ____ day of _____, 2026.

_____
County Clerk

52544542.3

A RESOLUTION AUTHORIZING A LOAN UNDER A LOAN AGREEMENT BETWEEN RHEA COUNTY, TENNESSEE AND THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $8,200,000 TO FINANCE A PUBLIC WORKS PROJECT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID BORROWING; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BORROWINGS AND THE PAYMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT; AND CONSENTING TO THE ASSIGNMENT OF THE COUNTY'S OBLIGATIONS UNDER THE LOAN AGREEMENT.

WHEREAS, municipalities in the State of Tennessee are authorized to finance a public works project by the issuance of bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Rhea County, Tennessee (the "County") has determined that it is in the best interest of the County to finance the public works project described below by requesting The Public Building Authority of Sevier County, Tennessee, which is organized and created pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated (the "Authority"), to issue its Public Facility Bond, Series 2026 (Rhea Medical Center Project) (the "Bond") and loan the proceeds thereof (the "Loan") to the County pursuant to a loan agreement between the Authority and the County (the "Loan Agreement") to finance a portion of the cost of such public works project and to pay costs of issuance related to the financing described herein; and

WHEREAS, the Bond shall be sold to Regions Equipment Finance Corporation or an affiliate thereof (the "Purchaser"), at a fixed interest rate calculated in accordance with the method described in the term sheet provided by the Purchase that has been provided herewith (the "Term Sheet"), pursuant to a Bond Purchase and Financing Agreement among the Authority, the County and the Purchaser (the "Bond Purchase and Financing Agreement"), which shall set forth the specific terms and conditions required by the Purchaser in connection with its purchase of the Bond; and

WHEREAS, an initial resolution proposing debt obligations of the County in a principal amount not to exceed $8,200,000, the proceeds of which shall be used for the purposes hereinabove set forth, has been adopted and together with the notice required by Section 12-10-115 and Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the County shall pledge a tax authorized by Section 12-10-115, Tennessee Code Annotated, as amended, to be levied annually to the repayment of the amounts due under the Loan Agreement authorized herein; and

WHEREAS, the Bond is to be secured, in part, by an assignment of the payment by the County under the Loan Agreement pursuant to an Assignment (the "Assignment") to be executed by the Authority assigning the Authority's rights to receive payments under the Loan Agreement to the Purchaser; and

WHEREAS, for the purposes of authorizing the loan from the Authority, the execution and delivery of the Loan Agreement and the Bond Purchase and Financing Agreement by the County, the pledging of the County's full faith and credit for the payment of its obligations under the Loan Agreement, approving the assignment of such pledge pursuant to the Assignment, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Bond, the Governing Body adopts this Resolution.

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

SECTION 1. APPROVAL OF LOANS FOR PROJECTS.

(a) For the purposes of (i) financing the acquisition of land for, and the improvement, repair, renovation and equipping of, the County's hospital facilities, which are operated as Rhea Medical Center (the "Project"); (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (iii) payment of the capitalized interest, if any, and for the payment of costs incident to the financing described herein, there is hereby authorized a loan (the "Loan") from the Authority in an aggregate principal amount not to exceed $8,200,000.

(b) The Loan and the Bond issued by the Authority to fund the Loan Agreement will bear interest at a rate or rates not to exceed the maximum interest rate permitted by law per annum calculated in the manner described in the Term Sheet.

(c) The Loan and the Bond will be payable as to principal as provided in the resolution of the Authority authorizing the issuance of the Bond, with a final maturity not later than the end of the twentieth fiscal year following the fiscal year in which the Bond is issued, with the amortization of the principal being consistent with the methodology described in the Term Sheet. The Bond will be subject to redemption as provided in the resolution of the Authority authorizing the issuance of the Bond.

SECTION 2. APPROVAL OF LOAN AGREEMENT. The form, terms and provisions of the Loan Agreement, which has been presented at this meeting, are hereby approved, and the County Executive and the County Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement in the name and on behalf of the County. The Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, including adding such covenants and representations as may be required by the Purchaser, as shall be approved by the County Executive and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of the Loan Agreement, the County Executive and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

SECTION 3. PLEDGE OF TAXES. The County hereby covenants and agrees, through the Governing Body, to annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay when due the amounts payable by the County under the Loan Agreement as and when they become due and payable and, for such purposes, the County hereby pledges such tax and the full faith and credit of the County to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately reduced to the extent of funds appropriated by the Governing Body to the payment of the amounts described above from other revenues of the County. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under the Loan Agreement falling due at any time when there are insufficient funds from the tax levy on hand shall be paid from current funds of the County. Any amounts payable under the Loan Agreement shall be additionally payable from but not secured by the revenues of the Rhea Medical Center.

SECTION 4. APPROVAL OF BOND. For the purpose of providing funds to make the Loan to the County, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority is hereby approved.

SECTION 5. APPROVAL OF BOND PURCHASE AND FINANCING AGREEMENT. The form, terms and provisions of the Bond Purchase and Financing Agreement, which has been presented at this meeting, are hereby approved, and the County Executive and the County Clerk are hereby authorized, empowered and directed to execute and deliver the Bond Purchase and Financing Agreement in the name and on behalf of the County. The Bond Purchase and Financing Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes, including adding such covenants and representations as may be required by the Purchaser, as shall be approved by the County Executive and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of the Bond Purchase and Financing Agreement, the County Executive and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase and Financing Agreement as executed.

SECTION 6. DISPOSITION OF PROCEEDS. The proceeds of the Bond shall be disbursed as provided in the resolution of the Authority authorizing the issuance of the Bond, with a portion of such proceeds being loaned to the County as provided in such resolution.

SECTION 7. CONSENT TO ASSIGNMENT. The County hereby consents to the assignment pursuant to the Assignment of all the Authority's right, title and interest under the Loan Agreement as security for the Bond to which such Loan Agreement relates.

SECTION 8. ADDITIONAL AUTHORIZATIONS. All acts and doings of the County Executive and the County Clerk and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond and the execution and delivery of the Loan Agreement as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

SECTION 9. COMPLIANCE WITH DEBT MANAGEMENT POLICIES; ESTIMATES OF DEBT SERVICE AND COSTS. As required by the State Funding Board of the State of Tennessee, the County has heretofore adopted its debt management policy by resolution. The Governing Body hereby finds that the Loan from the Authority, as proposed herein, is "debt" as contemplated in its debt management policy and is authorized under and in compliance with the County's debt management policy.

SECTION 10. FEDERAL TAX MATTERS.

(a) The Bond and the Loan Agreement are expected to be federally tax-exempt. To that end, the County hereby covenants that it will not use, or where applicable, permit the use of, any proceeds of the Bond or the Loan, as and to the extent applicable, in a manner that would cause the Bond or Loan Agreement to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". Further to that end, the County shall comply with applicable regulations adopted under said Section 148. To the extent applicable, the County further covenants with the registered owners from time to time of the Bond and Loan, as and to the extent applicable, that it will, throughout the term of the Bond and the Loan, as and to the extent applicable, and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder

that must be satisfied in order that interest on the Bond and Loan Agreement shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Project by entering into the Loan Agreement. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents and to adopt and follow such policies and procedures that may be required or advisable of the County in order to comply with the provisions of this Section related to the issuance of the Bond and Loan, as and to the extent applicable.

SECTION 11. SEPARABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 12. REPEAL OF CONFLICTING RESOLUTIONS AND EFFECTIVE DATE. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 17th day of November, 2026.

_____
County Executive

ATTEST:

_____
County Clerk

STATE OF TENNESSEE)

COUNTY OF RHEA)

I , the undersigned, hereby certify that I am the duly qualified and acting County Clerk of Rhea County, Tennessee , and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Governing Body of that County held November 17, 2026, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody, and that said copy is a true, correct, and complete transcript from said original minute record insofar as said original record relates to a loan resolution authorizing the borrowing of not to exceed $8,200,000 under a loan agreement between the County and The Public Building Authority of Sevier County, Tennessee.

WITNESS my official signature of the County this ____ day of _____, 2026.

_____
County Clerk

52545580.2

THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE

$8,200,000 PUBLIC FACILITY BOND, SERIES 2026
(RHEA MEDICAL CENTER PROJECT)

BOND PURCHASE AND FINANCING AGREEMENT

This Bond Purchase and Financing Agreement (this "Agreement") is entered into as of [_____], 2026, by and among REGIONS EQUIPMENT FINANCE CORPORATION (together with its successors and assigns, the "Purchaser"), THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE (the "Issuer"), and RHEA COUNTY, TENNESSEE (the "Borrower" or the "County"). This Agreement becomes binding on the Issuer, the Borrower and the Purchaser when the Issuer and the Borrower accept and approve it.

RECITALS

A. The Issuer is a public nonprofit corporation and public instrumentality of Sevier County, Tennessee, organized under Sections 12-10-101, et seq., Tennessee Code Annotated (the "Act"). The Issuer proposes to issue its $8,200,000 Public Facility Bond, Series 2026 (Rhea Medical Center Project) (the "Bond") and lend the proceeds to the Borrower under a Loan Agreement dated as of the date hereof between the Issuer and the Borrower (the "Loan Agreement").

B. The proceeds of the Bond will be used to finance (i) the acquisition of land for, and the improvement, repair, renovation and equipping of, the County's hospital facilities, which are operated as Rhea Medical Center, including the purchase of a medical office building on the Rhea Medical Center campus and renovations and improvements to the existing hospital facilities; (ii) legal, fiscal, administrative, architectural and engineering costs incident thereto; (iii) capitalized interest, if any; (iv) reimbursement to the Borrower for prior expenditures for the foregoing, if applicable (collectively, the "Project"); and (v) costs of issuance of the Bond and the Loan Agreement.

C. The Purchaser has expressed interest in purchasing the Bond to evidence a loan made in the ordinary course of the Purchaser's commercial lending business. The Purchaser will purchase the Bond on the terms of this Agreement, which sets out the terms and conditions the Purchaser requires in connection with that purchase.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

Article 1. Definitions

Capitalized terms used but not defined in this Agreement have the meanings given them in the Loan Agreement or the Issuer Resolution. In addition, the following terms have the following meanings:

"Assignment" means the Assignment of Loan Agreement from the Issuer to the Purchaser, dated as of the date hereof, assigning all of the Issuer's right, title and interest in the Loan Agreement (other than its rights to indemnification, payment of expenses and notices) to the Purchaser as security for the payment of the Bond.

"Borrower Resolution" means the resolution adopted by the Board of County Commissioners of the Borrower on November 17, 2026, authorizing the Loan, the Loan Agreement and this Agreement, and the related initial resolution adopted by the Board of County Commissioners on November 17, 2026.

"Business Day" has the meaning given in the Loan Agreement.

"Closing Date" means the date of issuance and delivery of the Bond, which shall be the date of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Default Rate" means the Interest Rate plus 6.00% per annum, but in no event more than the maximum rate permitted by applicable law.

"Determination of Taxability" means a final determination by the Internal Revenue Service, or a final decision by a court of competent jurisdiction, that (i) interest on the Bond or the Loan is includable in the gross income of the holder for federal income tax purposes, or (ii) the Bond is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

"Event of Default" has the meaning given in Section 8.1.

"Interest Rate" has the meaning given in Section 3.2.

"Issuer Resolution" means the resolution adopted by the Board of Directors of the Issuer on December 4, 2026, authorizing the issuance and sale of the Bond, the Loan Agreement, the Assignment and this Agreement.

"Lockout Expiration Date" means the date that is one hundred twenty (120) months after the Closing Date.

"Maturity Date" means [_____], 2046, which is twenty (20) years from the Closing Date and shall be a Principal Payment Date.

"Qualified Lender" means (a) a bank as defined in Section 3(a)(2) of the Securities Act, (b) a savings and loan association or other institution described in Section 3(a)(5)(A) of the Securities Act, (c) a "Qualified Institutional Buyer" as that term is defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act, or (d) an "Accredited Investor" as that term is defined in Rule 501 of Regulation D under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

Article 2. Purchase and Sale of the Bond; Closing

2.1 Upon the basis of the representations, warranties, covenants and agreements herein, and subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase from the Issuer, and the Issuer agrees to sell to the Purchaser, the Bond, dated the Closing Date, in fully registered form, at a purchase price of $8,200,000.00.

2.2 The Bond shall be issued and secured under the Issuer Resolution pursuant to the Act. Its purpose is to make the loan to the Borrower under the Loan Agreement for the Project and to pay costs of issuance of the Bond and the Loan Agreement.

2.3 On the Closing Date, the Issuer will assign its rights in the Loan Agreement to the Purchaser under the Assignment, as security for the payment of the Bond.

2.4 On the Closing Date, upon satisfaction of the conditions in Article 10, the Issuer will deliver the Bond, duly executed, to the Purchaser. The Purchaser will pay the purchase price to the Borrower on behalf of the Issuer by wire transfer of immediately available funds. All proceeds of the Bond will be disbursed to the Borrower on the Closing Date.

Article 3. Payment Terms

3.1 The Borrower shall repay the Loan, and thereby the Bond, in accordance with the Loan Agreement and this Agreement. Principal shall be payable in level annual installments on each Principal

Payment Date, commencing _____ 1, 2027, as set forth on Exhibit A of the Loan Agreement, with all remaining principal and accrued interest due on the Maturity Date.

3.2 The Bond and the Loan bear interest on the outstanding principal amount at a fixed rate of [____]% per annum (the "Interest Rate"). Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable semiannually on each Interest Payment Date, commencing _____ 1, 2027.

3.3 All payments of principal and interest are due on the same calendar day of the month. The Purchaser may invoice principal and interest directly to the Borrower, payable in the amounts and on the dates in each invoice, absent manifest error. Payment is due whether or not the Borrower receives an invoice.

3.4 Upon the occurrence and during the continuance of an Event of Default, after any applicable notice and cure period, the Bond shall bear interest at the Default Rate until the Event of Default is cured or waived or the Bond is paid in full.

3.5 If any payment due under this Agreement, the Loan Agreement or the Bond is not received by the Purchaser within ten (10) days after its due date, the Borrower shall pay a late fee equal to five percent (5%) of the total payment then due, which shall be immediately due and payable.

3.6 In no event shall any rate of interest payable on the Bond or the Loan exceed the maximum rate permitted by applicable law.

Article 4. Prepayment

4.1 The Borrower may not prepay any part of the principal balance of the Loan, and the Bond is not subject to optional redemption, before the Lockout Expiration Date.

4.2 On or after the Lockout Expiration Date, the Loan may be prepaid (and the Bond correspondingly redeemed), without premium or penalty, at the outstanding principal amount prepaid plus accrued interest to the prepayment date, as follows: (a) in whole, on any Business Day; or (b) in part, only on an Interest Payment Date.

4.3 The Borrower shall give the Purchaser and the Issuer at least five (5) days' prior written notice of any prepayment, as provided in Section 6.03 of the Loan Agreement. All partial prepayments of principal shall be applied in the inverse order of maturities.

Article 5. Security

5.1 The Bond is a limited obligation of the Issuer, payable solely from the payments made by the Borrower under the Loan Agreement and assigned to the Purchaser under the Assignment. The Bond is not a debt of the Issuer, Sevier County, Tennessee or the State of Tennessee payable from any other source. The Issuer has no taxing power.

5.2 The Borrower's obligations under the Loan Agreement and this Agreement are general obligations of the Borrower. They are payable from ad valorem taxes to be levied on all taxable property within the County, without limitation as to rate or amount. The full faith and credit of the County is irrevocably pledged to them, as provided in Section 3.04 of the Loan Agreement and the Borrower Resolution. They are additionally payable from, but not secured by, the revenues of the Rhea Medical Center.

Article 6. Tax Matters

6.1 The Borrower represents that interest on the Bond and the Loan is excludable from gross income for federal income tax purposes under Section 103 of the Code. It further represents that it has

designated the Bond as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code, and that the Bond is not a "private activity bond" within the meaning of Section 141 of the Code. The Borrower covenants not to take, or omit to take, any action that would cause interest on the Bond or the Loan to become includable in gross income, or that would cause the Bond to cease to be a qualified tax-exempt obligation. The Borrower shall comply with the Tax Compliance Certificate and Agreement it executes at closing.

6.2 Upon a Determination of Taxability, the Interest Rate shall be increased, from the Closing Date, to a rate that would provide the Purchaser an after-tax yield on the then-outstanding principal amount at least equal to the after-tax yield the Purchaser would have received had the Determination of Taxability not occurred. The Borrower shall pay the Purchaser, upon demand, any additional interest for prior periods resulting from the increase, together with any interest, penalties and additions to tax the Purchaser incurs. A Determination of Taxability shall not be an Event of Default.

6.3 The Purchaser may require, in its sole discretion and at its sole option, additional payments by the Borrower to maintain the same after-tax yield on the Bond. This right applies if the Purchaser determines, in its sole discretion, that the adoption, taking effect or change (including by interpretation or application) of any law, regulation, rule, guideline, directive or treaty, whether or not having the force of law and regardless of when adopted, enacted or issued, adversely affects the Purchaser's after-tax yield. Changes in the tax rate on the overall net income of the Purchaser are excluded.

Article 7. Representations and Warranties

7.1 The Issuer represents, warrants and covenants to the Purchaser that:

(1) it is a public nonprofit corporation and public instrumentality of Sevier County, Tennessee, duly organized and validly existing under the Act;

(2) it has full legal right, power and authority to (i) adopt the Issuer Resolution, (ii) execute and deliver this Agreement, the Loan Agreement and the Assignment, (iii) issue, sell and deliver the Bond to the Purchaser, and (iv) carry out the transactions contemplated by those instruments;

(3) it has duly adopted the Issuer Resolution and duly authorized the execution, delivery and performance of this Agreement, the Loan Agreement, the Assignment and the Bond;

(4) this Agreement, the Loan Agreement and the Assignment, when executed and delivered, will be valid and legally binding obligations of the Issuer, enforceable in accordance with their terms. The Bond, when issued, delivered and paid for, will be a valid and legally binding limited obligation of the Issuer, payable solely as provided in Article 5. In each case enforceability is subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity;

(5) all consents, approvals and authorizations of governmental authorities required of the Issuer in connection with the foregoing have been obtained and remain in full force and effect;

(6) any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer as to the statements made therein; and

(7) it will not take or omit to take any action that would cause the proceeds of the Bond to be applied other than as provided in the Issuer Resolution and the Loan Agreement.

7.2 The Borrower represents, warrants and covenants to the Purchaser that:

(1) it is a county and political subdivision of the State of Tennessee, duly created and existing under the laws of the State of Tennessee;

(2) it has all necessary power and authority to adopt the Borrower Resolution, to enter into this Agreement and the Loan Agreement, and to perform its obligations thereunder. The Borrower Resolution, this Agreement and the Loan Agreement are its legal, valid and binding obligations, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and to equitable principles;

(3) its adoption of the Borrower Resolution, and its execution, delivery and performance of this Agreement and the Loan Agreement, do not conflict in any material respect with, or constitute a material breach of or default under, any law, court decree, regulation, order, resolution or agreement to which it is a party or by which it is bound;

(4) there is no action, suit, proceeding or investigation pending or, to its knowledge, threatened against it that would restrain or enjoin the issuance of the Bond, the execution and delivery of this Agreement or the Loan Agreement, or the levy and collection of the taxes pledged thereto, or that in its reasonable judgment would materially and adversely affect its ability to pay amounts due under the Loan Agreement or this Agreement;

(5) all consents, approvals and authorizations of governmental authorities required of it have been obtained and remain in full force and effect, and the initial resolution included in the Borrower Resolution has been published as required by Sections 9-21-206 and 12-10-115, Tennessee Code Annotated, with the statutory protest period having expired without the filing of a sufficient protest petition;

(6) any certificate signed by an official of the Borrower and delivered to the Purchaser shall be deemed a representation and warranty by the Borrower as to the statements made therein;

(7) it will not take or omit to take any action that would cause the proceeds of the Bond to be applied other than for the Project and costs of issuance, as provided in the Borrower Resolution, the Loan Agreement and the Tax Compliance Certificate and Agreement;

(8) the tax and financial data it furnished to the Purchaser, including top ten taxpayers, tax rates, assessed values, levies and collection percentages, are consistent with its continuing disclosures and are true and correct in all material respects;

(9) neither it nor any of its principals or affiliates is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and it is not acting, directly or indirectly, for or on behalf of any such person. Neither it nor any of its principals or affiliates is directly or indirectly engaged in, or facilitating, the transactions contemplated hereby on behalf of any such person; and

(10) it will not request a separate rating for the Bond from any rating agency.

Article 8. Events of Default and Remedies

8.1 Each of the following is an "Event of Default": (a) any "Event of Default" under Section 5.01 of the Loan Agreement; (b) failure by the Borrower to pay any principal of or interest on the Loan or the Bond when due; (c) failure by the Borrower to perform any other obligation under this Agreement, which continues for 30 days after the Purchaser gives written notice of it to the Borrower; (d) any representation or warranty of the Borrower in this Agreement or the Loan Agreement proves to have been materially false when made; or (e) the Borrower files for bankruptcy, is determined to be insolvent, or declares a debt moratorium.

8.2 Upon an Event of Default, the Purchaser may exercise any right or remedy under the Loan Agreement, the Assignment and this Agreement or available at law or in equity, including mandamus and suit for specific performance; provided that the Bond and the Loan shall not be subject to acceleration. No remedy is exclusive. No delay or omission in exercising any right impairs it or is a waiver of it, and every

remedy may be exercised from time to time as the Purchaser deems expedient. Any waiver must be in writing and does not extend to any subsequent Event of Default.

Article 9. Covenants of the Borrower

While any amount remains outstanding on the Bond, the Borrower shall:

(1) keep proper books of record and account. It shall furnish to the Purchaser, within 270 days after the end of each fiscal year, its audited general purpose financial statements for that year, together with the report of an independent certified public accountant or of the auditors assigned by the State of Tennessee. If the audit is not available within that period, it shall furnish unaudited financial statements at that time. Information available on the Municipal Securities Rulemaking Board's EMMA system or the website of the Tennessee Comptroller of the Treasury shall be deemed furnished. Notwithstanding anything herein to the contrary, a delay in providing the audited annual financial statements or audit report described herein shall in no event constitute an Event of Default hereunder, provided that the Borrower provides unaudited financial statements to the Purchaser;

(2) furnish such other financial information as the Purchaser may reasonably request from time to time; and

(3) notify the Purchaser promptly of any litigation, proceeding or governmental dispute that, in its reasonable judgment, would materially and adversely affect its ability to pay amounts due under the Loan Agreement or this Agreement.

Article 10. Conditions to the Purchaser's Obligations

The Purchaser's obligation to purchase the Bond is subject to its receipt, on or before the Closing Date, of the following, in form and substance satisfactory to the Purchaser and its counsel:

(1) certified copies of the Issuer Resolution and the Borrower Resolution (including proof of publication of the initial resolution and a certificate that no sufficient protest petition was filed), and executed originals of this Agreement, the Loan Agreement, the Assignment and the Bond;

(2) an opinion of Bond Counsel to the effect that (a) the Bond is a valid and legally binding limited obligation of the Issuer, and the Loan Agreement and this Agreement are valid and legally binding obligations of the Borrower payable from unlimited ad valorem taxes to be levied on all taxable property within the Borrower, except that the rights of the owners of the Bond and the enforceability of the Bond, the Loan Agreement and this Agreement may be limited by bankruptcy, insolvency, moratorium, reorganization, and other similar laws affecting creditors' rights and by equitable principles, where considered at law or in equity, including the exercise of judicial discretion; (b) interest on the Bond is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference in calculating the alternative minimum tax imposed on individuals under the Code, subject to the Borrower's compliance with applicable requirements of the Code; however, such interest on the Bond may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations; (c) under existing law, the Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except certain Tennessee excise and franchise taxes; and (d) the Bond is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code;

(3) a certificate of an authorized officer of each of the Issuer and the Borrower as to the absence of litigation and as to the truth of its representations herein as of the Closing Date;

(4) the executed Tax Compliance Certificate and Agreement of the Borrower and evidence of filing of IRS Form 8038-G; and

(5) such additional opinions, certificates, proceedings and documents as the Purchaser or its counsel may reasonably request.

Article 11. Fees, Costs and Expenses

11.1 The Borrower shall pay all expenses of the Issuer and the Borrower incident to this transaction, including the fees and disbursements of Bond Counsel, counsel to the Issuer and counsel to the Borrower.

11.2 The Borrower shall reimburse the Purchaser for all out-of-pocket fees, costs and expenses incurred in connection with the negotiation, execution, delivery, administration and enforcement of this Agreement, the Bond and the related documents, including counsel fees, lien search and recordation costs, whether or not the transactions contemplated hereby are consummated. However, the fees of Maynard Nexsen as Purchaser's counsel in connection with the closing shall not exceed $7,500.

Article 12. Private Placement; No Advisory Relationship

12.1 The Borrower and the Issuer acknowledge that the Purchaser is purchasing the Bond to evidence a privately negotiated loan. The Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued under any offering document or official statement, or (iv) assigned a CUSIP number. No official statement has been prepared, and the Borrower has no obligation under this Agreement to provide continuing disclosure to the Municipal Securities Rulemaking Board. The Borrower is obligated to provide information to the Purchaser in connection with this Agreement only as specifically stated in this Agreement.

12.2 The Purchaser and its representatives are not registered municipal advisors. They do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities, and they do not solicit municipal entities for the provision of municipal or investment advisory services. With respect to the Bond and any related information, materials or communications: (a) the Purchaser is not recommending any action to any municipal entity or obligated person; (b) the Purchaser is not acting as an advisor and owes no fiduciary duty under Section 15B of the Securities Exchange Act of 1934; (c) the Purchaser is acting for its own interests; and (d) the Borrower and the Issuer have been informed that they should discuss this Agreement and the Bond with their own internal and external advisors.

Article 13. Transfer and Assignment

13.1 The Purchaser may assign its rights and obligations under this Agreement, the Bond, the Loan Agreement and the Assignment to an affiliate of the Purchaser that is a Qualified Lender. The Purchaser may also assign or participate this Agreement and the Bond to Qualified Lenders, but only if neither the Borrower nor the Issuer is required to enter into additional agreements with participating Qualified Lenders. The Purchaser shall notify the Borrower and the Issuer of any assignment or participation of its interest in this Agreement. The Issuer, or the Borrower on its behalf, shall maintain a record of all persons or entities holding an interest in this Agreement and the Bond, and the right to principal and interest on this Agreement or the Bond may only be transferred pursuant to this Section through reflection on the books and records so maintained. The Purchaser may also pledge or grant a security interest in all or any portion of its rights under the Bond and this Agreement to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as party hereto.

13.2 Neither the Borrower nor the Issuer may assign its rights or obligations under this Agreement without the Purchaser's prior written consent.

Article 14. Miscellaneous

14.1 Notices shall be given as provided in Section 8.07 of the Loan Agreement. Notices to the Purchaser shall be sent to Regions Equipment Finance Corporation, 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203, Attention: Kyle Portwood.

14.2 To the extent permitted by applicable law, each of the Borrower, the Issuer and the Purchaser irrevocably and voluntarily waives any right to a trial by jury with respect to any controversy or claim among them, whether in contract, tort or statute, arising out of or relating to this Agreement, the Bond or the Loan Agreement. This waiver is a material inducement for the Purchaser to enter into this Agreement.

14.3 All representations, warranties and agreements herein survive the execution and delivery of, and payment for, the Bond. This Agreement and the Bond shall constitute a contract among the Borrower, the Issuer and the Purchaser, and the Purchaser's extension of credit hereunder is expressly made in reliance on such contract. This Agreement inures to the benefit of and binds the parties and their successors and permitted assigns, and confers no rights on any other person.

14.4 If any provision of this Agreement conflicts with the Loan Agreement as to the rights of the Purchaser, this Agreement controls, to the extent permitted by law.

14.5 This Agreement is governed by the laws of the State of Tennessee. If any provision is held unenforceable, the remaining provisions remain enforceable. The Purchaser retains all of its rights hereunder even if it advances funds or purchases the Bond after a default. The Purchaser may waive compliance with any condition, covenant or representation herein, but only in writing, and no such waiver is a waiver of any other.

14.6 Section headings are for convenience only. This Agreement may be executed in counterparts, each an original and all together one instrument. This Agreement, together with the Loan Agreement and the Bond, is the entire agreement of the parties on its subject matter.

[Signature page follows]

IN WITNESS WHEREOF, REGIONS EQUIPMENT FINANCE CORPORATION has caused this Bond Purchase and Financing Agreement to be executed by its duly authorized agent; THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE has caused this Bond Purchase and Financing Agreement to be executed by its Chairman and attested by its Secretary; and RHEA COUNTY, TENNESSEE has caused this Bond Purchase and Financing Agreement to be executed by its County Executive and attested by its County Clerk, all as of the date first above written.

REGIONS EQUIPMENT FINANCE CORPORATION

By: _____
Authorized Agent

THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE

By: _____
Chairman

ATTEST:

_____
Secretary

RHEA COUNTY, TENNESSEE

By: _____
Its: County Executive

ATTEST:

By: _____
Its: County Clerk

52548668.1

REGIONS
EQUIPMENT FINANCE
CORPORATION

Reference: Up to $8,200,000 Tax Exempt Bank Qualified Note

Regions Equipment Finance Corporation (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to Rhea County, TN (the "Borrower"). This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Borrower:	Rhea County, TN
Lender:	Regions Equipment Finance Corporation
Role of Lender:	The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed it should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Loan:	The Borrower acknowledges and agrees that the Lender is purchasing the Debt Instrument in evidence of a privately negotiated loan and in that connection the Debt Instrument shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number.
Purpose:	The proceeds of the Loan will be used to finance the (i) purchase of a medical office building located on their campus and (ii) to fund renovations and improvements to the existing hospital facilities. (collectively, the "Project").
Loan Amount:	Up to $8,200,000.
Structure:	Bank Qualified, Tax-Exempt General Obligation Loan evidenced by a promissory note, bond, or other debt instrument (the "Debt Instrument")

Savannah Boren
1600 Division St. Suite 900, Nashville, TN 37203
Phone: (615)748-2055

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Interest Rate:	The Loan is a Tax-Exempt Bank Qualified Loan. FIXED RATE: The Loan will bear interest at a fixed rate per annum for 20 years equivalent to 79% of the prevailing 10 year US Treasury (the "Index Rate"), appearing as the most recent closing price of said Index Rate on the US Department of the Treasury website https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?date=yield) plus 78 basis points. The indicative rate as of October 1st, 2026 is 4.92%. This rate is offered for illustrative purposes only and does not constitute a commitment by the Lender to lend at the indicative rate. The actual initial fixed rate for the Loan may be higher or lower depending on market conditions at the time the Loan is closed. The interest rate may be fixed up to thirty (30) days in advance of closing upon receipt of an executed Term Sheet.
Default Rate:	The interest rate otherwise applicable to the Debt Instrument plus 6%.
Repayment:	Interest will be payable semi-annually calculated on the basis of a 30 day month and a 360 day year on the 1st of {March/September or whatever months are chosen}, commencing {March 1, 2027}. Level annual principal payments will be payable on the first day of March, commencing March 1, 2027 . All payments of both principal and interest are due on the same calendar day of the month.
Maturity Date:	Twenty (20) years from date of issuance. Maturity date must fall on a payment due date.
Late Fee:	A late fee of five percent (5%) of the total payment due will be applied to Borrower's account if payment is not received within 10 days of the payment due date.
Prepayment:	The Borrower may not prepay any part of the principal balance of this Debt Instrument before one hundred and twenty (120) months from date of issuance. Prepayment in whole may occur on any business day after one hundred and twenty (120) months from the date of issuance. Prepayment in part may occur only on an interest payment date after one hundred and twenty (120) months from the date of issuance. Any partial prepayments of principal shall be applied in the inverse order of maturities.
Other Fees, Costs and Expenses:	The Borrower will be responsible for all out-of-pocket fees, costs, and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration, and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs, and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. **Maynard Nexsen will serve as Lender's Counsel with a not-to-exceed fee of $7,500.**
Security:	Use of this financing is considered a general obligation of the County, of which the taxing power of the County is pledged.

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Determination of Taxability:	Upon the occurrence of a Determination of Taxability (including any determination that loan is not bank qualified) of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.
Increased Costs and Capital Adequacy:	The Lender shall have the right to require, in its sole discretion and at its sole option, additional payments by the Borrower in order to maintain the same after-tax yield on the Debt Instrument if the Lender determines in its sole discretion that the adoption or taking effect of, or the change (including by interpretation or application) of, any laws, regulations, rules, guidelines, directives or treaties (except for changes to the tax rate on the overall net income of the Lender), whether or not having the force of law, adversely affects the Lender's after-tax yield, regardless of the date adopted, enacted or issued.
Representations and Warranties:	Usual and customary for this type of financing.
Covenants:	Usual and customary for this type of financing, including but not limited to the following: (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender: (i.) Audited financial statements within 270 days of the end of each of the Borrower's fiscal years; **Closing is subject to receipt and final review of Tax data consistent with the borrowers Continuing Disclosures, including top ten taxpayer, tax rate, assessed values, levies, and collection percentage.**
Defaults:	Usual and customary for this type of financing.
Remedies:	The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

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Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Tennessee to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes (ii) is exempt from present income taxation in the State of Tennessee, and (e) that the debt instrument is a "qualified tax-exempt obligation" pursuant to Section 265(b) of the Internal Revenue Code.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

US Patriot Act: The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Confidentiality: The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

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Waiver of Jury Trial:	To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.
Governing Law:	State of Tennessee

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through October 22, 2026. After such date, terms, conditions, and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

Internal Use

$8,200,000

LOAN AGREEMENT

DATED _____, 2026

BETWEEN

THE PUBLIC BUILDING AUTHORITY
OF SEVIER COUNTY, TENNESSEE

AND

RHEA COUNTY, TENNESSEE

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LOAN AGREEMENT

This Loan Agreement is made and entered into this ____ day of _____, 2026, by and between THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE (the "Authority"), and RHEA COUNTY, TENNESSEE (the "Borrower").

W I T N E S S E T H:

WHEREAS, the Authority is a public nonprofit corporation and a public instrumentality of Sevier County, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated (the "Act"), and is authorized to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by an incorporated city or town, county, metropolitan government, school district or other municipal governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof; and

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the (i) acquisition of land for, and the improvement, repair, renovation and equipping of, the County's hospital facilities, which are operated as Rhea Medical Center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (iii) payment of the capitalized interest, if any; (iv) reimbursement to the appropriate fund of the Borrower for prior expenditures for the foregoing costs, if applicable (collectively, the "Projects"); and (v) payment of costs of issuance and sale of the Bond (as defined below) and this Loan Agreement; and

WHEREAS, under Tennessee law, the Borrower is authorized to issue its bonds, notes, interim certificates or other obligations to finance the Projects; and

WHEREAS, the Borrower has determined that it is necessary and desirable to borrow sufficient funds to accomplish the purposes set forth above; and

WHEREAS, the Authority has determined to lend money to the Borrower for the purposes set forth above on the terms and conditions set forth herein; and

WHEREAS, to obtain funds for such purposes the Authority will issue and sell its Public Facility Bond, Series 2026 (Rhea Medical Center Project) (the "Bond"), to Regions Equipment Finance Corporation (the "Purchaser") pursuant to a resolution adopted by the Authority, and deposit a portion of the proceeds from the sale of the Bond with the Borrower pursuant to this Loan Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Authority and the Borrower agree as follows:

ARTICLE I
Definitions

Defined Terms. In addition to the words, terms and phrases elsewhere defined in this Loan Agreement or the Authority Resolution, the following words, terms and phrases as used in this Loan Agreement shall have the following respective meanings:

"Act" means Chapter 10, Title 12, Tennessee Code Annotated.

"Assignment" means the Assignment of Loan Agreement executed by the Authority assigning all of its rights, title and interest in this Loan Agreement to the Purchaser, as security for the payment of the Bond.

"Authority" means The Public Building Authority of Sevier County, Tennessee, and any successor to its functions hereunder.

"Authority Resolution" means the resolution adopted by the Authority authorizing the issuance of the Bond, the sale of the Bond to the Purchaser and the loan of the proceeds of the Bond to the Borrower pursuant to this Loan Agreement.

"Authorized Authority Representative" means the Chairman, Vice-Chairman, Secretary or Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the Authority to perform such act or execute such document.

"Authorized Borrower Representative" means the County Executive and/or the County Clerk of the Borrower, and any such other person from time to time authorized to act on behalf of the Borrower pursuant to an ordinance or resolution of the governing body of the Borrower to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the person or persons so designated.

"Bond" means the Public Facility Bond, Series 2026 (Rhea Medical Center Project), of the Authority.

"Borrower" means Rhea County, Tennessee.

"Borrower Resolution" means the resolution adopted by the Governing Body of the Borrower on November 17, 2026 authorizing the execution and delivery of this Loan Agreement and approving the sale of the Bond.

"Business Day" means with respect to the Bond any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in Rhea County, Tennessee or any city where the principal office of the Purchaser is located are required or authorized by law (including executive order) to close or on which the principal United States office of the Purchaser is closed for a reason not related to financial condition, or (iii) a day on which the offices of the Borrower are closed.

"Closing Date" means the date of issuance and delivery of the Bond which shall be the date of this Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, as it applies to the Bond, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Loan Agreement, but include any successor provisions thereof to the extent applicable to the Bond.

"Cost" or "Cost of the Projects" means:

(a) The cost of acquiring, erecting, extending, improving, equipping or repairing the Projects, and acquiring sites or estates therein and easements necessary or convenient for the Projects;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Projects;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Projects properly chargeable to the Projects, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Projects;

(e) Expenses of administration, supervision and inspection properly chargeable to the Projects, including the fees of the Borrower relating to the design, construction and equipping of the Projects and all other items of expense, not elsewhere specified herein incident to the construction, installation and placing in operation of the Projects;

(f) Fees and expenses incurred in connection with the issuance, sale and administration of the Bond and the execution and delivery of this Loan Agreement, including but not limited to, fees and expenses of the Purchaser for the Bond, the Authority and its counsel, Bond Counsel, the Borrower and its counsel;

(g) Any other cost of the Projects permitted to be financed pursuant to the Act.

"Event of Default" means any event defined in Section 5.01 hereof.

"Governing Body" means the Board of County Commissioners of the Borrower.

"Interest Payment Date" means June 1, 2027 and each June 1 and December 1 thereafter until the Bond matures or is redeemed; provided, however, if such scheduled Interest Payment Date is not a Business Day, then such interest shall be payable on the next succeeding Business Day calculated as though paid on the scheduled Interest Payment Date.

"Loan" means the loan described in Section 2.02 hereof.

"Loan Agreement" means this Loan Agreement as it now exists and as it may hereafter be amended.

"Loan Repayments" means the payments of principal of and interest on the Loan and any other amounts payable by the Borrower hereunder.

"Loan Repayment Date" means, (a) with respect to that portion of Loan Repayments attributable to interest on the Bond, the Interest Payment Date; and (b) with respect to that portion of Loan Repayments attributable to principal on the Bond, the Principal Payment Date.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof payable by the Borrower in order to prepay in whole or in part its Loan Repayments.

"Outstanding Loan Amount" means the original principal amount of the Loan authorized under this Loan Agreement, less repayments of such principal amount.

"Prepayment Date" means the date on which the Borrower prepays all or a portion of the Loan pursuant to Article VI hereof, which date shall be on or after the Lockout Expiration Date and shall be (a) in the case of a prepayment in whole, any Business Day, and (b) in the case of a prepayment in part, an Interest Payment Date.

"Principal Payment Date" means June 1, 2027 and each June 1 thereafter until the Bond matures or is redeemed; provided, however, if such scheduled Principal Payment Date is not a Business Day, then such principal shall be payable on the next succeeding Business Day calculated as though paid on the scheduled Principal Payment Date.

"Projects" means the (i) acquisition of land for, and the improvement, repair, renovation and equipping of, the County's hospital facilities, which are operated as Rhea Medical Center; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (iii) payment of the capitalized interest, if any, and (iv) reimbursement to the appropriate fund of the Borrower for prior expenditures for the foregoing costs, if applicable.

"Purchase Agreement" means the agreement between the Authority, the Purchaser and the Borrower for the purchase and sale of the Bond.

"Purchaser" means Regions Equipment Finance Corporation or any subsequent transferee of the Bond.

ARTICLE II
The Bond

Section 2.01. Issuance of the Bond. In order to obtain funds to lend to the Borrower to assist in financing the Projects and pay costs of issuance in connection with the Bond and this Loan Agreement as provided in Section 2.02 hereof, the Authority agrees to issue and deliver its Bond to the Purchaser. Principal on the Bond shall be payable on Principal Payment Dates and in the amounts set forth on Schedule A attached hereto. The Bond shall bear interest at a rate or rates of _____% per annum, payable semi-annually on each [June 1 and December 1, commencing June 1, 2027].

(b) The liability of the Authority under the Bond shall be enforceable only to the extent of its rights pledged under the Assignment. The Bond shall be payable solely from payments made to the Purchaser pursuant to the terms of the Assignment.

Loan. Upon the sale and delivery of the Bond, the proceeds of the Bond will be loaned to the Borrower in the amount of $8,200,000 in the manner hereinafter set forth. The proceeds derived from the sale of the Bond shall be delivered by the Purchaser to the Borrower on the Closing Date.

Use of Proceeds by the Borrower. The Borrower will use the funds loaned to it by the Authority pursuant to Section 2.02 hereof solely to pay the Cost of the Projects and costs of issuance of the Bond (as defined herein) and costs relating to the negotiation and execution of the Loan Agreement (as defined herein).

ARTICLE III
Payment Obligations of Borrower

Payments.

(a) Notwithstanding any other provision of this Loan Agreement, the Borrower agrees to pay to the Purchaser, on behalf of the Authority, (i) an amount equal to the aggregate principal amount of the Bond when due as set forth in Section 2.01(a), and (ii) as interest on its obligation to pay such amount equal to the interest on the Bond, at the interest rate provided above.

(b) The Borrower agrees to make and the Authority hereby directs the Borrower to make, each of the Loan Repayments directly to the Purchaser on behalf of the Authority on or before each Loan Repayment Date in lawful money of the United States of America by wire transfer of immediately available funds.

Payments Assigned. It is understood and agreed that the rights of the Authority under this Loan Agreement (other than its rights to indemnification, payment of expenses, and to receive notices) are assigned to the Purchaser pursuant to the Assignment. The Borrower consents to such assignment, and agrees to pay to the Purchaser all amounts payable by the Borrower that are so assigned. All such assigned payments shall be made directly to the Purchaser and shall be credited to the payment of the Bond as provided herein and in the Authority Resolution.

Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the Projects, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Authority to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Projects. Nothing contained in this Section shall be construed to release the Authority from the performance of any of its obligations hereunder or under any documents related hereto, and in the event the Authority should fail to perform any such obligation, the Borrower may institute such action as the Borrower may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Loan Agreement as and when they become due and payable. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax

levy in a special fund an amount sufficient for the payment of the amounts under this Loan Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of funds appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower. The Borrower shall nonetheless be unconditionally obligated to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder. Any amounts payable under this Loan Agreement shall be additionally payable from but not secured by the revenues of the Rhea Medical Center.

ARTICLE IV
Representations and Covenants

Representations and Covenants of the Authority. The Authority makes the following representations and covenants as the basis for the undertakings on the part of the Borrower contained herein:

(a) The Authority is a public nonprofit corporation and a public instrumentality of Sevier County, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Bond in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

(b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).

(d) By resolution duly adopted by the Board of Directors of the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of this Loan Agreement, the Bond, the Assignment, and the Purchase Agreement, the due performance of all obligations of the Authority hereunder, under the Authority Resolution, the Purchase Agreement, and under the Bond, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.

(e) This Loan Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a legal, valid and binding obligation of the Authority. The Bond will constitute a legal, valid and binding limited special obligation of the Authority and will be payable solely from amounts available under this Loan Agreement pursuant to the Authority Resolution, and will be entitled to the benefit of the Authority Resolution. None of the Authority (except to the foregoing extent), Sevier County, Rhea County (except as expressly provided in this Loan Agreement), the State of Tennessee, or any political subdivision thereof shall be obligated, directly or indirectly, to pay the principal of or premium, if any, or interest on the Bond. The Authority has no taxing power.

(f) The execution and delivery by the Authority of this Loan Agreement, the Bond, the Assignment, the Purchase Agreement, and the Authority Resolution and the consummation of the transactions contemplated in each of the foregoing will not violate any indenture, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof.

(g) The Authority will apply or cause to be applied the proceeds of the Bond in accordance with the Authority Resolution and this Loan Agreement.

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Authority Resolution or the Bond or which, in any way, would adversely affect the validity of this Loan Agreement, the Bond, the Assignment, the Authority Resolution or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(i) The Authority covenants that it will not pledge the amounts derived from this Loan Agreement other than to secure the Bond.

Representations and Covenants of the Borrower. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement, the Authority Resolution, the Purchase Agreement, and the Borrower Resolution.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(e) There is no action, suit, proceedings, inquiry or investigation, at law or in equity, before or

by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or the Purchase Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or the Purchase Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Loan Agreement.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and the Purchase Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Bond advanced to it to be applied in a manner contrary to that provided in the Authority Resolution, the Borrower Resolution and this Loan Agreement.

(h) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(i) The Borrower approves the issuance of the Bond and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.

(j) All information provided to the Authority in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) The Borrower will provide its annual audited financial statements to the Purchaser each year when they are made available to the extent not otherwise available on the Borrower or the State Comptroller website.

ARTICLE V
Events of Default

Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Section 3.01 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the Authority or the Purchaser shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 30 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or

(e) the Borrower shall contest the validity or enforceability of any provision of this Loan Agreement.

Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement), the Purchaser, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Bond, at any time thereafter and while such Event of Default shall continue, subject to the provisions of the Authority Resolution, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Authority Resolution and this Loan Agreement.

ARTICLE VI
Prepayment

Option to Prepay. The Borrower may not prepay all or any part of the principal balance of the Loan before the date that is one hundred twenty (120) months after the date of issuance of the Bond (the "Lockout Expiration Date"). On or after the Lockout Expiration Date, the Borrower shall have the right and option to prepay the Loan advanced hereunder (a) in whole, on any Business Day, or (b) in part, only on an Interest Payment Date, at the prices and upon the terms hereinafter set forth.

Optional Prepayment Price. The prepayment amount shall be the outstanding principal amount of

the Bond to be prepaid as of the Prepayment Date, plus interest accrued thereon to the Prepayment Date, which shall be the redemption date for the Bond.

Notice of Prepayment. The Borrower shall give notice of its intent to prepay its Loan to the Purchaser (or if the Purchaser is not the holder of the Bond, then to the holder of the Bond) and the Authority in the manner for giving notices hereunder pursuant to Section 8.07 hereof at least five (5) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay its Loan or a portion thereof, the proposed Prepayment Date (which, in the case of a partial prepayment, shall be an Interest Payment Date occurring on or after the Lockout Expiration Date), the proposed redemption date for the Bond and, in the case of a partial prepayment, the principal amount of the Bond to be redeemed.

Partial Prepayment. If the Borrower exercises its right and option to prepay the Loan in part, the prepayment shall be in an amount such that the Bond remaining outstanding after the redemption date will be in an authorized denomination under the Authority Resolution and no portion of a Bond shall be redeemed that would result in a Bond remaining outstanding that is smaller than the minimum authorized denomination for the Bond. The principal prepayment amount shall be applied to the payment obligations set forth in Section 2.01(a) in the inverse order of maturity.

Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Loan Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Bond is outstanding and unpaid, and until the Borrower shall have discharged or made provision satisfactory to Authority for the discharge of, all of its obligations under this Loan Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

ARTICLE VII
Indemnification

Indemnification of Authority. To the extent permitted by law, the Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Authority and the officers, directors, employees and agents of the Authority (the Authority and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, willful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Authority Resolution or the trusts thereunder and the duties of the Authority thereunder (but only to the extent the Authority Resolution, its administration, required duties and trusts thereunder are applicable to Borrower, this Loan Agreement or the Bond), including enforcement of this Loan Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Loan Agreement.

ARTICLE VIII
Miscellaneous

Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Non-Waiver by Authority. No failure by Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Remedies Cumulative. Each right, power and remedy of Authority provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Authority of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Purchaser of any or all such other rights, powers or remedies.

Amendments, Changes and Modification. Except as otherwise provided in this Loan Agreement or in the Authority Resolution, subsequent to the issuance of the Bond and prior to the payment in full of the Bond (or provision for the payment thereof having been made in accordance with the provisions of the Authority Resolution), this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the holder of the Bond.

Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at 1475 Market St, Ste 301, Dayton, TN 37321, Attention: County Executive; (b) if to the Authority, addressed to the Authority, c/o Ron Sharp, Sharp & Ripley, PLLC, 248 Bruce Street, Suite 7, Sevierville, Tennessee 37864; and (c) if to the Purchaser, Regions Equipment Finance Corporation, 1900 Fifth Avenue North, Suite 2400, Birmingham, Alabama 35203, Attention: Kyle Portwood; or at such other addresses as any addressee from time to time may have designated by written

notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Purchaser under the Authority Resolution.

Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Amendments, Changes and Modifications of Authority Resolution. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Authority Resolution which would adversely affect the Borrower rights under this Loan Agreement.

No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE, has executed this Loan Agreement by causing its name to be hereunto subscribed by its Chairman and attested by its Secretary; and RHEA COUNTY, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its County Executive and County Clerk, all being done as of the day and year first above written.

THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE

By: _____
Chairman

ATTEST:

_____
Secretary

RHEA COUNTY, TENNESSEE

By: _____
Its: County Executive

ATTEST:

By: _____
Its: County Clerk

EXHIBIT A

PRINCIPAL REDUCTION SCHEDULE

Date [June 1]	Principal
2027	$
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	
2046	

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A JOINT AGREEMENT WITH THE CITY OF DAYTON FOR THE ABEL FARMS MASTER PLAN AND REALLOCATION OF SFC/SFA FUNDS

WHEREAS, Rhea County, Tennessee is co-owner with the City of Dayton of approximately 89.93 +/- Acres as located on Tax Map 89 Parcel 085.00 known as the Abel Property; and

WHEREAS, the Rhea County Board of Commissioners, in partnership with the City of Dayton, finds that the public good will be served by entering into a joint Agreement for the preparation of the Abel Farms Master Plan proposed by Glen Heath with Allen & Hoshall at a cost of $22,725.00; and

WHEREAS, the City of Dayton will enter into an additional agreement with Glen Heath (Allen & Hoshall) to lay out additional baseball fields at the Delaware Avenue Complex at a cost of $5,000.00, thereby reducing the overall proposal amount to be split between the City and County to $17,725.00; and

WHEREAS, there remains $5,400.00 on the existing contract with Glen Heath / Allen & Hoshall for the Abel Farm Master Plan that may be allocated to this project upon agreement of the County and Glen Heath, reducing the net Master Plan Proposal Amount to $12,325.00, to be shared equally by the City and County at $6,162.50 each; and

WHEREAS, existing funding of $15,000.00 for the City and $15,000.00 for the County under the SFC/SFA resolution may be reappropriated for this purpose, leaving each entity with $8,837.50 in remaining funds after the allocation;

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

That the Rhea County Board of Commissioners, in partnership with the City of Dayton, hereby authorizes and approves the joint Agreement for the Abel Farms Master Plan with Glen Heath / Allen & Hoshall, including the allocation of the remaining $5,400.00 on the existing contract, the equal sharing of the net cost of $6,162.50 each, and the reappropriation of $15,000.00 each from the SFC/SFA funds for this purpose.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ALLOCATION OF $_____ FROM THE UNDESIGNATED FUND BALANCE FOR SPONSORSHIP OF THE 2026 UNITED WAY JINGLE BELL RUN

WHEREAS, the United Way has requested sponsorship of the 2026 Jingle Bell Run to be held on December 5, 2026; and

WHEREAS, the Rhea County Board of Commissioners finds that sponsorship of this community event serves the public good by supporting local charitable efforts and community engagement; and

WHEREAS, sufficient funds are available in the undesignated fund balance to make a donation of _____ and 00/100 Dollars ($_____) for this purpose;

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

That the Rhea County Board of Commissioners hereby authorizes and approves the allocation and payment of _____ and 00/100 Dollars ($_____) from the undesignated fund balance as a donation to the United Way in sponsorship of the 2026 Jingle Bell Run to be held on December 5, 2026.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING HOLIDAY BONUS PAY OF $100.00 TO ALL CONVENIENCE CENTER EMPLOYEES

WHEREAS, the Rhea County Board of Commissioners desires to recognize the service and dedication of the County's Convenience Center employees during the holiday season; and

WHEREAS, the Board finds that providing a holiday bonus of One Hundred and 00/100 Dollars ($100.00) to each Convenience Center employee is an appropriate expression of appreciation and serves the public interest; and

WHEREAS, sufficient funds are available in the Sanitation account to fund said holiday bonus;

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

That the Rhea County Board of Commissioners hereby authorizes and approves the payment of a holiday bonus in the amount of One Hundred and 00/100 Dollars ($100.00) to each and every Convenience Center employee, to be paid from the Sanitation account to fund said holiday bonus.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2026.

APPROVED:

_____
Phillip Dunn, Chairman

_____
Ron Travis, County Executive

ATTEST:

_____
Linda Shaver, County Clerk