

**GILES COUNTY LEGISLATIVE BODY**  
**January 20, 2026**

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**GILES COUNTY LEGISLATIVE BODY, JANUARY 20, 2026**

BE IT REMEMBERED AT THE Regular Session of the Giles County Legislative Body, begun and held on the 20<sup>th</sup> day of January 2026, at the Giles County Courthouse in Pulaski, Tennessee, present and presiding the Honorable David Wamble, Chairman, and the following Board of Commissioners, to-wit:

1. Erin Curry, James Lathrop, Joyce Woodard
2. Terry Jones, David Wamble, Tracy Wilburn
3. David Adams, Annelle Guthrie, Rick Carpenter
4. Matthew Hopkins, Roger Reedy, Caleb Savage
5. Brad Butler, Gayle Jones, Matt Rubelsky
6. Evan Baddour
7. Shelly Goolsby, Judy Pruett, Carman Brown

Graham Stowe, County Executive, Carol H. Wade, County Clerk, Whitney Kimbrough, Deputy County Clerk, Chris Williams, County Attorney, Joe Purvis, Giles County Sheriff, and Michael Woodard, Chief Deputy Sheriff when the following proceedings were had, to-wit:

**INVOCATION**

The invocation was given by Fourth District County Commissioner Roger Reedy

**PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

The Pledge of Allegiance to the Flag of the United States of America was led by Fourth District County Commissioner, Roger Reedy.

**1. AGENDA CONCURRENCE**

Chairman David Wamble asked if there were any corrections or additions to the agenda for said meeting. Having none, he thereupon declared said agenda confirmed.

**2. APPROVAL OF MINUTES**      November 17, 2025, Regular Session

Upon motion of Matthew Hopkins and seconded by Caleb Savage, it was ordered by the Court that said minutes of the November 17, 2025, Regular Session of the Giles County Legislative Body be accepted and approved as filed, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared motion carried and said minutes approved as filed.

**3. PUBLIC COMMENTS:**

Those addressing the Commission with Public Comments were:

Mike Cesarini	-	Amendment Resolution
Steve Woods	-	Budget
Leah Bailey	-	Airport Authority, Courthouse Renovation
Lynn Albury	-	Agenda
Dr. James Lathrop	-	Airport Authority, letter from Derek Rowe
Pulaski Mayor J. J. Brindley	-	Airport Authority
Scott Bailey	-	Airport Authority, Courthouse Renovation
Bruce Heath	-	Airport Authority
Jerry Bryant, Pulaski Vice Mayor	-	Airport Authority, Plan for the future

**4. Employee of the Quarter**

County Executive Graham Stowe announced that the Giles County Employee of the Quarter is Jacklyn Payne. Ms. Payne is the Animal Shelter Supervisor.

**CITATION TO ACCOMPANY  
THE GILES COUNTY EMPLOYEE OF THE QUARTER AWARD  
TO  
MS. JACLYN PAYNE, GILES COUNTY ANIMAL SHELTER**

Ms. Jaclyn Payne is cited for distinguished service in the performance of duty as Giles County Animal Shelter Supervisor. She has led the Shelter with exceptional dedication, professionalism, and compassion under extremely challenging conditions. Despite limited staffing, aging facilities, and an annual intake of nearly 500 dogs, she maintained the Shelter’s no-kill status and achieved a 95 percent live release rate through strong leadership, numerous partnerships, and tireless hands-on work. Her around-the-clock commitment ensures public safety, responsible stewardship of county resources, and compassionate care for every animal. Through persistence and advocacy, Ms. Payne also helped secure major grant funding toward a new animal shelter facility, strengthening the future of animal services in Giles County. In recognition of her extraordinary performance and enduring contributions, Ms. Jaclyn Payne is hereby recognized as Giles County’s Employee of the Quarter. Her devotion to duty is most heartily commended and is in keeping with the highest traditions of public service.

G. S. STOWE  
Giles County Executive

**5. Economic Director Philip Reese**

**January 2026 Director Report**

	Unemployment Rates	
	NOVEMBER 2025	SEPTEMBER 2025 (REV) Rates
Giles County	4.1*	4.1
Lincoln	3.8	3.7
Lawrence	4.0	4.0
Marshall	3.7	3.5
Maury	3.3	3.2
State	3.6	3.6
US	4.6	4.4

\*Total labor force steady ~13,044. November figures reflect 540unemployed vs 537 in September.

**Project Updates:**

**Project Iron Alp** – a Swiss machinery and services provider primarily serving the packaging industry. Looking for a 160,000-320,000 sq.ft. building. Capital Investment of \$10-50M. 50-60 jobs. – **Did Not Submit**

**Project TinCap** – an aluminum finishing and anodizing company. They specialize in surface treatments for high performance applications across multiple industries. They need 20+ acres, 200 full-time jobs and a capital investment of \$30-\$50M. Zoning needs to be "Heavy Industrial". – **Did Not Submit.**

**Project Boom** – is a U.S. manufacturing and technology company in the American defense industry in producing nitrocellulose. They need 60+ acres. – **Did Not Submit**

**Project Solar Bear** – a world leading provider of optoelectronic semiconductor components and power management modules. \$290M Capital Investment, 605 employees. Need a 650,000 sq ft building or suitable greenfield. Need 18 MW power initially increasing to 40MW. – **Did Not Submit**

**Project Frontier** – an advanced manufacturer. Capital investment \$181M, 300 well-paid jobs. Need either a 460,000 sq. ft. building expandable to 1.4M sq. ft or a 60–75-acre tract. They need to be within 120 miles of a deep-water container port. – **Did Not Submit**

**Other Projects** – Have a company that produces concrete pavers interested in Mines Rd property. Capital investment ~45M and approximately ~40 jobs  
Company out of Miami interested in the 5-acre tract on Tarpley Shop that is being recaptured by IDB. Would build a plant to produce copper parts for electric components.

**Site Development Grant Update** – Closing out original scope and still evaluating other work that can be added to use the remaining ~\$400K before closing out grant.

**Exit 14** – All land purchases are closed. PILOT is now estimating an early 2027 start date, and they have expressed interest in building out the waste treatment capacity for the exit.

**ThreeStar Grant** – Have engaged Destination by Design for the outdoor space project. Kickoff meeting was held on January 15. Next step will be initial community listening and engagement sessions end of January.

**Waffle House** – Officially broke ground on January 5. Expect to complete construction in 120 days.

James & Lisa Davis Property  
Industrial Park South  
RECAPTURE

Davis's paid:	\$37,875.00
Davis's spent:	\$ 400.00 Environmental Fee
Recapture Amount:	\$38,275.00

The Davis's purchased the property in IPS on July 19, 2021. Per the Covenants and Provisions for the IPS, "if after the expiration of twelve (12) months from the sooner of (1) the date of the execution and delivery of any deed by the Industrial Development Board to any site in the IPS, or (2) the date that possession of such site is granted to a user, the owner or user of such site shall not in good faith have begun construction of a building thereon as approved, then the Industrial Development Board shall have the option and privilege of repurchasing said site from the owner thereof at the same price paid to the Industrial Development Board for same or terminating the user's occupancy of said site as appropriate; the Board may in writing from time to time extend the time period in which such building may be begun. Industrial Development Board shall have the right to repurchase the building site at any time, giving fifteen (15) days prior written notice of its intention to repurchase the building site at any time. *(Such Notice in the form of a "Recapture Agreement" was sent to the Mr. and Mrs. Davis on December 18, 2025 and they have signed said Agreement.)*

The Industrial Development Board is asking that the City of Pulaski and Giles County allocate \$19,137.50 for the Recapture of said 5.05 Acres in Industrial Park South.

Paragon Advisors, the consultant we hired to help us take a holistic look at how we manage economic development for Giles County, issued the final report in early November after conducting 27 interviews of leaders in local business, education and government as well as collecting data from an online survey that included the commissioners.

One of the recommendations was for us to merge the Giles County Chamber into the EDC and create one organization with the Mission "to serve as the unified driver of economic and community development in Giles County".

Both boards have unanimously approved this merger.

Jessie and I are actively working on developing the more detailed mission, vision, strategies and goals for this new organization and plan to have a formal rollout later in the spring.

One of the goals will certainly be targeted at increasing visitor spending in Giles County to lessen tax burden for those of us living here.

In the most recent fiscal year, Giles County collected ~\$13.3M in sales tax.

The TN Dept of Tourism estimated visitor spending of just under \$27M last year, which would equate to ~\$750K sales tax at the 2.75% rate. That's less than 6% of the total sales tax collected, which means the revenue burden is largely on those living in Giles County.

According to the Dept of Tourism, visitor spending in Giles is largely flat over the last 3 years.

Furthermore, the total Occupancy Tax collected is flat during the same period. It was \$230K in fiscal 23 and \$225K in fiscal 25.

You will be voting on a resolution today that would carve out the short-term rental portion that was not part of the original private act that created the occupancy tax. This amount was \$24,000, or 12% of the total, in fiscal year 25. There is a provision in the resolution that requires us to come back to the commission each year and account for how this money was spent to attract visitors.

This money will be spent to advertise Giles County more broadly to attract more visitors.

Jessie and the Chamber have done a good job with the resources they have, but the \$24,700 in funding from the county for tourism has not changed in 12 years.

As an example, the Visit Pulaski FB page has just over 5,100 followers, and 70% of those are outside Giles County. In the last 90 days, there have been 280,000 views with 81% being non followers. This additional funding will allow us to grow our outreach to potential visitors.

A couple of examples of how these funds could be used:

- We recently received a \$97,500 grant from the state that is being used to develop an outdoor recreation plan for Giles County that will showcase the many opportunities we have for outdoor activities such as biking, kayaking/canoeing, hiking, etc. We will need additional funding to advertise and bring people in.
- Another potential opportunity to increase visitor spending is to accelerate the recruitment of retail to Exit 14. The alternative is to let it develop at its own pace, but we may be able to speed that process by hiring specialists in retail recruitment.

I would appreciate your support of this resolution.

**6. CE and Dept Head Reports**

- A. EMS Fleet Needs
- B. Courthouse Design Contract
- C. Airport Authority
- D. Courthouse Office Security
- E. Subdivision Standards and Land-Use Issues

County Executive Graham Stowe provided reports to the commission on the above topics. He stated that he had added these documents to the County website so the public will also be able to access them. The goal is to have successors to have the tools to carry the county forward.

The EMS fleet needs were in last year's budget but were taken out. The remounts are a necessary expenditure to enable the Ambulance Service to serve the citizens of Giles County.

The Courthouse renovation project is a five-to-six-year project. Presently there are ten HVAC units on the Courthouse and only four are working. These units require constant maintenance.

Approving the Airport Authority is not about personalities but about accountability. The Airport Authority would provide reports to the City of Pulaski and Giles County to substantiate the operation of the airport and the benefits it provides to all of us.

Land use management has not been addressed by the County in a long time, however, many citizens desire for someone to "do something" about issues that come up. At present, there is no plan in place that gives the County authority to regulate such issues.



RECEIVED  
12/19/2025

**Purpose**

To outline current deficiencies within the Giles County EMS fleet and present the situation and proposal for **two ambulance remounts** and a **new supervisor/tow-capable vehicle**, each of which are critical to sustaining operational readiness and uninterrupted reliability.

**Background**

During the FY25 budget process, and in response to budgetary pressures, EMS deferred **\$649,111** from its proposed operating budget. Of this amount, **\$360,000** represented essential equipment needs including ambulance remounts and replacement of the supervisor vehicle.

Postponement of these items materially degraded the EMS fleet’s replacement cycle. Although the department maintains a robust preventive maintenance program, the fleet’s age is leading to increased downtime and costly repairs — most notably engine replacements and major drivetrain work.

Key operational data include:

- **Total vehicle fleet mileage:** 1,640,309 miles
- **Annual mileage (CY25):** 168,540 miles
- **Ambulances with >200,000 miles:** 6 of 8 trucks, i.e. 75%
- **Grant status:** In December 2024, EMS submitted a request for a new ambulance and associated equipment. We were notified in late 2025 that the application was not awarded.

Given current mileage, accelerating cost of repairs, and remount lead times, failure to restore the planned replacement schedule jeopardizes EMS’s ability to sustain reliable emergency response operations.

**Current Fleet Concerns**

**Ambulances**

- High-mileage units are experiencing increased mechanical issues.
- Lead times for new units or remounts range **8–14 months**, requiring decisions well in advance of need.
- Delayed replacement increases operational risk and long-term costs.



**Support Vehicles**

- Existing supervisor vehicle: 117,376 miles with increasing maintenance and repair costs.
- Existing 2004 Tahoe (ATV tow vehicle): 256,797 miles and requires repairs exceeding its current appraised value.
- Replacing two vehicles with a single tow-capable vehicle reduces redundancy and life cycle costs.

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**Funding Context & Timeline**

**Context:** Historically, EMS remounts were not included in the county’s annual operating budget and were instead funded through reactive use of Fund Balance. During COVID, federal relief funds temporarily covered some recurring EMS expenses, further entrenching the practice of excluding remounts as a recurring expenditure. Beginning in FY 23-24, EMS took deliberate steps to correct this structural issue by seeking to annualize remount costs as a recurring expense. In FY 24-25, EMS formally presented its equipment replacement schedule to the Emergency Services, Budget, and Financial Management Committees, explicitly requesting that recurring remount funding be incorporated into the annual budget. That request was not funded. As a result, ambulance remounts have now been deferred for two consecutive fiscal years, increasing maintenance costs and operational risk, and compounding future replacement costs.

Further context: Around three years ago the Commission agreed to plus-up Fund 171-Capital Projects to serve as the strategic mechanism for major capital initiatives. With remounts *not* included in the annual budget, Fund 171 *should* be the Commission’s go-to fund for EMS remounts. However, because the Commission substantially depleted 171 to support the FY 25-26 budget, the county no longer has a viable fund source for county capital needs.

A final consideration is the county’s Fund Balance, the tertiary option. Years ago, it was exceptionally strong, bolstered by the proceeds from the hospital sale, and exceeded 100% of the county’s annual budget. Today, due to inflation and fund depletion, Fund Balance has declined to 38% of the FY 25-26 budget. Clearly, Fund Balance has been the county’s fiscal “relief valve” for over two decades, but the exhaustion of that fund is looming nearer.

2. **Timeline:** The proposed appropriations reflect equipment needs deferred over the last two budget cycles. Due to industry lead times — up to a full year for both ambulance remounts and the supervisor/tow vehicle — **decisions must be made now rather than postponing to the FY26–27 budget cycle.** Deferral would delay delivery



into late 2027 or beyond, further degrading fleet reliability and increasing operational risk. Initiating procurement now ensures the fleet remains viable and avoids steep long-term costs escalation resulting from continued postponement.

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**Proposal**

**1. Ambulance Fleet Restoration**

Authorize the initiation of **two ambulance remounts** to maintain fleet reliability and ensure continuity of EMS operations.

- **Estimated cost:** \$155,000–\$220,000 per remount
- **Lead time:** 8–14 months
  
- **Justification:**
  - Restores reliability of front-line units
  - Reduces high-cost breakdowns
  - Mitigates risk of service interruptions or extended out-of-service times

**2. Supervisor/Tow Vehicle Replacement**

Purchase a single vehicle capable of meeting both supervisory and towing requirements, eliminating the need for two aging vehicles.

- **Proposed vehicle:** Ford F-250 XL 4x4 (fully outfitted for EMS command and tow operations)
  - **Estimated cost:** \$75,000
  - **Lead time:** 12–14 months
  - **Justification:**
    - Replaces two aging, high-mileage vehicles
    - Ensures reliable towing of ATV trailer for off-road and special-event responses
    - Reduces maintenance burden and eliminates upcoming major repair expenses
    - Aligns with operational needs for command response
-



**Recommendation**

That the Budget Committee:

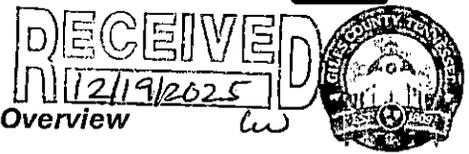
1. **Identify and obligate funds for two ambulance remounts** at the estimated cost of \$155,000–\$220,000 each.
2. **Identify and obligate funds for one F-250 XL 4x4 tow-capable supervisor vehicle** at the estimated cost of \$75,000.

Respectfully,

A handwritten signature in black ink, appearing to read "G. S. Stowe", is positioned below the word "Respectfully,".

G. S. Stowe  
County Executive

**Summary of OHM Contract Amendments 1A and 1B**  
**Giles County Courthouse Repairs Project – Plain-English Overview**



The Courthouse repair project requires two separate professional-services contracts with OHM Advisors. These represent **two distinct phases** of work:

1. **Amendment 1A** – Covers the *design work leading up to construction*: full design development, construction drawings, and bid assistance. *This contract must be executed in January to avoid project delay.*
2. **Amendment 1B** – Covers *services during and after construction*: contract administration and project closeout. *This contract is forthcoming but can be held in abeyance.*

These two contracts are split because design services and construction-phase services are treated as separate phases under the AIA B133-2019 Architect Agreement. By law and by industry standard, the architect's design work must be contracted and completed before construction administration services begin, since the project cannot be administered until the drawings, specifications, and bids exist.

Splitting the contracts also:

- Prevents the County from paying for construction-phase services before they are needed
- Allows the County to approve each phase independently
- Keeps the project scalable if the scope or budget changes

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**Contract Amendment 1A – Design Development, Construction Documents & Bid Assistance**

**Purpose:** Produce complete drawings and specifications for an \$8.5 million courthouse repair and MEP upgrade project and assist with contractor bidding and pricing.

**What's included:**

- Full Design Development and 100% Construction Documents
- Structural repairs to basement arches
- Replacement/raising of east and west porches, and extended north/south porches for safe exits
- Limited limestone repair and waterproofing
- Code-compliant exterior door hardware
- New code-compliant access to attic and cupola
- New VRF HVAC system with required electrical upgrades
- New fire protection and alarm systems
- New water service line for fire suppression
- Lead/hazardous materials abatement (coordinated with Reeves Young)

**Summary of OHM Contract Amendments 1A and 1B**  
**Giles County Courthouse Repairs Project – Plain-English Overview**



- Courtroom ceiling repairs and repainting
- Civil engineering, interior finish restoration, and value engineering
- Submission to the State Fire Marshal
- Coordination with Reeves Young (CM-at-Risk)

**Price: \$596,000 lump sum**, broken down as:

- Design Development – \$288,000
- Construction Documents – \$288,000
- Bidding – \$20,000
- Plus \$30,000 reimbursable expense allowance

**Schedule:**

Total design + bid duration: **~38 weeks**

Construction expected to take **12 months** (covered under Amendment 1B).

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**Contract Amendment 1B – Contract Administration & Closeout**

**Purpose:** Provide professional oversight during the construction phase.

**What's included:**

- Reviewing submittals from Reeves Young and subcontractors
- Answering questions as issues arise
- Periodic site visits
- Managing contract compliance under the B133-2019 agreement
- Assisting with project closeout and punchlist

**Price: Not-to-exceed \$236,000**, billed hourly, consisting of:

- Contract Administration (52 weeks) – \$228,000
- Closeout & Punchlist – \$8,000
- **Plus \$50,000 reimbursable expense allowance**

**Schedule:**

Covers approximately **one year of construction**, but may vary due to unforeseen conditions or delays.

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**Summary of OHM Contract Amendments 1A and 1B**  
**Giles County Courthouse Repairs Project – Plain-English Overview**



**Why Two Amendments?**

- **Amendment 1A** pays for creating the final construction documents—the architect cannot administer construction until these documents exist.
- **Amendment 1B** covers the architect’s role *during* construction, which is legally and contractually a separate scope under AIA standards.
- Splitting the contracts ensures:
  - Proper sequencing of work
  - No early payments for future services
  - Flexibility if the project scope, budget, or timeline changes
  - Transparent accounting for design vs. construction-phase services

I hope the Commission will find this contract overview helpful in understanding how the courthouse project moves forward in 2026 and beyond.

Respectfully,

A handwritten signature in black ink, appearing to read "G. S. Stowe".

G. S. Stowe  
County Executive

18 Dec 2025

**Policy Paper: Abernathy Airport Governance – 9 Jan 2026**



RECEIVED  
01/09/2026

**I. Executive Summary**

This paper provides the rationale for establishing a formal Airport Authority to coordinate joint County–City governance of Abernathy Field. It responds to the Public Service Committee’s 6–1 vote on May 5, 2025, to establish such an Authority. The minutes of this meeting document Commission concerns with Airport oversight and accountability of public resources.

Abernathy Field is a vital regional asset—jointly owned by Giles County and the City of Pulaski—supporting general aviation and regional economic development. Current informal governance, historically led by the City Administrator and Airport Manager, has presented challenges in accountability, financial oversight, and long-term planning. Establishing a formal Airport Authority would create a structured governance framework, enhancing oversight of operations, finances, and strategic planning. It would strengthen accountability to elected officials and the public while providing clear operational guidelines for private businesses operating on airport property.

**Why this matters:** Abernathy Field is funded with public dollars, yet current operations provide no information on revenues from hangar rentals, fuel sales, and other airport activities. Public funds subsidize private operations without a clear return to taxpayers. Establishing an Airport Authority will ensure fiduciary accountability, protect public investment, and provide measurable benefit to the community.

Under TCA Title 42 and guidance from CTAS-481, the Authority would delineate roles, manage liability, and support long-term development at Abernathy Field through a transparent and durable governance structure.

**II. Background**

Abernathy Field operates as a component of the City of Pulaski’s general fund. Each year prior to July 1, the City adopts a budget that includes the Airport’s operations—covering the manager’s salary and benefits, operations and maintenance, and capital items.

Despite public investment in airport facilities, capital projects, and insurance, there is no documented information on revenues from hangar rentals, fuel sales, and other airport operations. This, together with an informal governance structure that truncates county involvement, highlights the need for greater transparency and oversight.

Currently, all Airport expenditures are reviewed by the Airport Manager and City Recorder and tracked through the City’s accounting system under the State chart of accounts. Following completion of the City’s annual audit, the City invoices the County for ½ of the Airport’s annual operating expenses. The City also applies annually for a TDOT Airport Maintenance Grant, typically providing up to \$15,000 in reimbursement. After receiving State reimbursement, the City remits ½ of the proceeds to the County.



### III. Historical Context

A 1987 attempt to create an Airport Authority was authorized by Giles County but not acted upon by the City, leaving the Authority unformed. In practice, the County subsequently abdicated management authority to the City, and airport decisions have since been handled primarily by the City Administrator and Airport Manager.

A 1987 contract between the City and the Airport Manager granted the manager a minimal salary, with the proviso that all proceeds from fuel sales and hangar rentals would go to the manager. The County—although a co-owner—was not a party to this contract. In subsequent years, the management of these operations devolved to private LLC’s owned by the Airport Manager, which continue to operate on City–County property without formal leases or revenue-sharing agreements.

### IV. Governance and Oversight Challenges

While these informal arrangements have helped sustain airport operations, they have also created persistent structural and fiduciary gaps. Among them:

- a. **Revenue transparency gaps:** Hangar and fueling revenues generated from publicly funded facilities are retained by private business entities. Public officials with fiduciary responsibilities thus have no financial data for decision making; citizens have no transparency on use of public funds.
- b. **Limited oversight access:** Advisory boards and County officials have historically been unable to obtain financial records for hangar and fueling operations, including grant-funded hangars.
- c. **Unclear grant accountability:** Airport grants and local match funds have been pursued and expended without consistent presentation to or approval by the County Commission.
- d. **Insurance and liability misalignment:** Current insurance policies held by the City and partially funded by the County extend coverage to privately operated assets, creating potential exposure for both governments.
- e. **Advisory boards without authority:** Advisory bodies, including the one reestablished in 2025, lack statutory authority or financial access to address accountability concerns.

These challenges demonstrate that, despite the dedication of individuals involved, the current informal governance structure blurs the line between public and private responsibilities, weakens fiscal transparency, and limits both the City’s and County’s ability to plan strategically for long-term airport development.



**V. Rationale for Establishing a Formal Airport Authority**

A formal Airport Authority would provide the governance, accountability, and legal structure necessary to correct long-standing deficiencies in oversight and management. Specifically, it would provide:

- a. **Improved Oversight:**
  - o Clearly defines responsibilities for airport operations, budgeting, contracting, and strategic planning.
  - o Replaces informal arrangements with structured authority under TCA Title 42.
- b. **Transparency and Accountability:**
  - o All revenues and expenditures—including leases, grants, and operational income—will be recorded, audited, and reported to both governments, ensuring public oversight.
  - o Establishes periodic reporting and public disclosure consistent with City and County standards.
- c. **Legal and Financial Protection:**
  - o Creates clear contractual and insurance frameworks that allocate risk appropriately and protect public assets.
  - o Provides authority to execute and enforce leases, manage grants, and oversee private use of public facilities.
- d. **Alignment with Statutory Guidance:**
  - o Follows the structure outlined in TCA Title 42 and CTAS-481, providing a tested framework for local airport governance and financial compliance.

By centralizing authority and formalizing oversight, an Airport Authority ensures that public funds are managed responsibly, private operations are properly regulated, and taxpayer dollars are protected with improved support for airport operations.

**VI. Benchmarking**

Benchmarking is essential to assess Abernathy Field against industry standards and peer airports, identifying areas where improvements are needed. By providing objective comparisons, benchmarking supports informed decision-making and leverages lessons-learned from comparable organizations.

- a. **Regional Airport Benchmarks:**
  - o **Abernathy Field** – Jointly owned by Giles County and Pulaski; governed by City Administrator and Airport Manager. There is no governing board.
  - o **Fayetteville Municipal Airport** – Governed by Fayetteville–Lincoln County Regional Airport Authority.
  - o **Maury County Regional Airport** – Governed by Maury County Airport Authority.
  - o **Tulahoma Regional Airport** – Governed by Tullahoma Airport Authority.
  - o **Lawrenceburg Regional Airport** – Governed by designated Airport Board.



***Abernathy Field is the only regional airport without representative board governance, and without publicized financial reporting.***

- b. **County Departments and Non-Government Agency Comparisons:** Beyond airport-to-airport benchmarking, Abernathy Field was further compared to other county departments, as well as non-government organizations that receive public funding.
  - o The following county departments generate revenue: Clerk, Trustee, Register of Deeds, Animal Shelter, Chancery and Circuit Courts, EMS, and the Agri Park. Each submit financial records, undergo annual audits, and publicize revenues and expenditures to the County Commission. All generated revenue is returned to the County General Fund.
  - o Non-Profit Funding Comparison: In order to receive county funding, non-profit organizations must provide comprehensive bank and financial statements. Lack of financial transparency is grounds for rejecting funding. Every non-profit application for county funding publicized their financial records.

***Abernathy Field is the sole County asset that receives public funding, generates revenue, yet provides no reporting.***

**VII. Issues for Consideration**

- a. **Financial Oversight and Transparency:**
  - o The Authority would assume statutory responsibility for all airport revenues and expenditures, including grants, hangar rentals, fuel sales, and maintenance funds.
  - o Establish independent accounting and audit procedures to ensure County, City, and public visibility of airport finances.
  - o Require City and County approval of budgets and capital match expenditures.
  - o Ensure all public funds invested in airport operations, capital improvements, and grants are tracked, audited, and reported so that taxpayers understand both costs and ROI.
  - o Implement internal controls that prevent public funds from being used to subsidize private businesses without formal agreements or public accountability.
- b. **Capital and Maintenance Funding:**
  - o Reaffirm the City–County commitment to jointly fund capital improvements.
  - o Maintain a designated capital fund managed by the Authority for state or federal matching projects.
- c. **Private Enterprises and Conflict Management:**
  - o Implement formal lease and concession agreements for any private operations on public property.
  - o Adopt conflict-of-interest and disclosure policies consistent with public ethics standards.



- o Clearly separate public employee duties from private business interests.
- d. **Risk Management and Insurance:**
  - o Align liability coverage and insurance obligations so that private operators assume appropriate risk for their activities.
  - o Ensure public coverage protects only publicly owned assets and operations.
- e. **Compliance with FAA and TDOT Standards:**
  - o Maintain full compliance with federal and state requirements for safety, operations, and documentation.
- f. **Legal and Statutory Framework:**
  - o TCA Title 42 and CTAS-481 provide the authority to create a joint Airport Authority that separates public and private financial interests, delineates liability, and ensures enduring oversight.

**VIII. Conclusion**

Establishing a formal Airport Authority will provide the structure and accountability that Abernathy Field has historically lacked. It will unify oversight, protect public assets, and ensure that revenues generated from publicly funded facilities are managed transparently for the benefit of both governments and the citizens they serve. With clear statutory authority, an accountable Airport Authority will position Abernathy Field for long-term sustainability as a regional hub for general aviation, economic development, emergency response, and community service.

**Acknowledgments**

The preparation of this report was made possible through the contributions of Giles County Airport Advisory Board who made good-faith efforts to improve public accountability. They researched the airport’s administrative history and provided comparisons with neighboring regional airports. Their research and expertise are gratefully acknowledged.

A handwritten signature in black ink, appearing to read "G. S. Stowe".

G. S. Stowe  
Giles County Executive



**Purpose**

This paper informs the Commission of imminent safety and security concerns within the Giles County Courthouse and presents a proposal to install a remote door lockdown and officer alerting system. The proposed system would address current vulnerabilities, enhance officer and staff safety, preserve the historic integrity of courthouse offices, and align with the county’s core responsibility to ensure public safety.

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**Background / Existing Conditions**

The historic Giles County Courthouse currently has no office security, as all doors are unlocked and publicly accessible during office hours. Interior doors to office spaces — including the Trustee, Clerk & Master, Circuit Court Clerk, Register of Deeds, and Judge’s Office — have no electronic access control, remote lockdown capability, or integrated panic alerting.

**Current gaps include:**

1. **No remote lockdown capability:** In an emergency, deputies cannot secure specific offices or the entire building from a distance. Similarly, office staff have no means to remotely secure their space during a threat.
2. **Limited response coordination:** Current systems do not integrate with camera feeds or officer communications, reducing situational awareness.
3. **Panic alert absence:** Staff currently have one “panic” alarm per office; this should be enhanced to provide every workstation the means to summon deputies during threats.

These vulnerabilities exist amid rising concerns from the **Tennessee Administrative Office of the Courts (AOC)** to enhance courthouse security. Court proceedings are often tense, particularly in criminal, civil, and family cases, increasing the likelihood of confrontations or security events. Courthouse employees have numerous examples of volatile situations that would have benefited from an enhanced security system. Nationally and locally, courthouse security incidents are trending upward.

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**Proposed Solution**

The proposed system provides a **performance-based remote lockdown and alerting solution** that includes:

- Fail-secure electric strikes with manual key override.



- Individual office, partial, and full-building lockdowns.
- Multi-location control for deputies, including central workstations and wall-mounted controls.
- Desk-mounted or workstation panic alarms that silently notify officers and trigger camera recording.
- Integration with existing camera, alarm, and communications infrastructure.
- Minimal physical alteration to historic doors, preserving courthouse integrity.

This system ensures deputies and staff can rapidly isolate threats, maintain situational awareness, and respond efficiently while maintaining operational continuity.

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### Risk Management Considerations

Some may question the need for increased security, citing cost or perceived low frequency of incidents. Risk management principles indicate otherwise:

1. **High potential impact of incidents:** Even a single violent event can result in injury, death, or legal liability.
2. **State and regulatory expectations:** AOC guidance increasingly emphasizes proactive security measures for courts.
3. **Government responsibility:** Securing public spaces and safeguarding citizens is the preeminent obligation of local government. Protecting the health and welfare of staff, judges, and visitors is non-negotiable.
4. **Operational resilience:** The system ensures staff can act safely during emergencies, avoiding uncoordinated lockdowns or delayed responses.

The consequence of inaction will leave staff, court officials, and citizens exposed to preventable risks.

---

### Recommendation

It is recommended that the Commission Law Enforcement Committee review procurement of a courthouse office remote lockdown and alerting system in accordance with the enclosed performance-based specification. Implementation will:

- Close existing security gaps
- Provide deputies and staff with modern emergency tools
- Preserve the historic character of courthouse offices
- Meet state AOC expectations and trending security standards
- Fulfill the government's primary duty to protect public health and welfare



This investment ensures the safety of courthouse personnel and the public, strengthens operational readiness, and demonstrates the county's commitment to its core public safety responsibility.

v/r,

A handwritten signature in black ink, appearing to read "G. S. Stowe", is positioned below the "v/r," text.

G. S. Stowe  
County Executive



RECEIVED  
NOV/20/2025 CW

**Purpose**

Many residents assume the county can intervene when a development raises community concerns. But Giles County’s long-standing rejection of zoning means the county has no planning department, no inspectors, and no legal authority over how property is used once it meets the minimum technical requirements. This is a deliberate community choice—one that maximizes property freedom while limiting government’s ability to resolve development concerns.

The purpose of this paper is to advise county leaders on a highly debated community concern – rural encroachment and land planning. As it falls to elected officials to lead this discussion, it’s imperative that leaders fully grasp the complexities and tradeoffs.

**Background**

Giles County has a long-standing tradition of respecting individual property rights. At the same time, residents are increasingly expressing frustration with the county’s inability to preserve farmland, safeguard rural character, or plan for future development. This creates a tension between individual property freedom and broader county concerns about land use.

Frequently, proposals for new developments prompt calls for local government to “do something!” Many residents, meanwhile, are cautious about expanding government authority or implementing new regulations. The key question is how to balance individual property rights with community expectations. There are no easy answers.

For the purposes of this discussion, “land-use planning” refers to the set of tools and regulations often called zoning. These tools guide where and how development occurs, including residential, agricultural, commercial, and industrial uses. These longstanding tensions set the stage for a renewed discussion about whether the county should adopt land-use planning, maintain the current approach, or pursue limited alternatives.

**To Plan or Not to Plan – A Community Question**

Historically, most residents favor minimal regulation—right up until an incompatible land use is rumored to be constructed next door. This tension between personal freedom and community protection lies at the heart of Giles County’s land-use debate.

The decision to adopt land-use planning or other regulatory approaches is ultimately a choice for the people of Giles County. It’s been hotly debated in years past. Given community changes and rapid Tennessee growth over the last quarter-century, it’s probably time to be hotly debated again. Local government can provide information, outline options, and explain potential



consequences. While there's no answer to satisfy every political constituency, public debate is essential to ensure successful public policy.

Land-use planning can guide where certain types of development occur, but it requires resources, staffing, and enforcement. In other words, government staffing and authority would increase. Without sufficient enforcement capability, regulations would not be fully effective.

Choosing not to implement land-use planning maximizes property freedom and limits government expansion—Giles County's longstanding stance. However, that stance comes with tradeoffs. Landowners in rural, unincorporated areas of the county have wide latitude in developing their property, which can create conflicts or unexpected impacts on neighbors and the community.

The purpose of this discussion is to provide residents with the information needed to understand these tradeoffs, recognize what is—and is not—possible under current Subdivision Standards, and decide which approach best reflects community priorities while addressing the anticipated challenges of the next 25-years.

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### What Land-Use Planning Can and Cannot Do

Without zoning or a land-use plan, the county cannot restrict the type of business or facility that may be built on a particular property. The absence of these tools means the county cannot prevent incompatible uses, even when residents strongly oppose them.

- **Potential Benefits:** Land-use planning can separate incompatible land uses, guide growth, and support infrastructure planning. E.g. Residential and farmland can be "zoned," distinct from areas designated for industrial and commercial uses.
- **Limitations:** Zoning requires staffing, inspection, fees, and enforcement. Planning cannot override state authority, nor can it solve issues such as insufficient well water, soil conditions, or independent utility decisions. Additionally, the county does not inspect or maintain private roads, and other regulatory powers remain beyond the scope of county authority.

Even with planning, some developments would require coordination with independent entities and/or state agencies.

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### Subdivision Standards – What They Do and Don't Do

The Standards function as a technical checklist: surveys, floodplain determinations, driveway and road specifications, and approvals from the utility and state agencies responsible for wells and septic systems. If these minimum requirements are met, the Regional Planning Commission must



approve the plat. The Standards do not—and cannot—govern what is built on each lot or what activities occur after the sale.

**Key limitations include:**

- **No planning staff or inspectors:** The county does not have personnel to actively review or enforce compliance.
- **Minimal enforcement:** Compliance is largely self-reported; there is no routine field monitoring. Enforcement is primarily driven by the need for Planning Commission review of subdivisions prior to plats being recorded by the Register of Deeds.
- **Limited scope:** Standards address infrastructure layout but cannot prevent incompatible land uses, commercial development near homes, or high-density construction on private roads. Subdivision Standards do not regulate whether property has adequate well water or septic (perc) capability, nor can the county guarantee these conditions. Neither County nor Planning Commission can serve as a consumer protection agency — property buyers must conduct their own due diligence before purchase.
- **Resource implications:** Expanding enforcement or coverage would require hiring staff, creating permitting systems, and funding administration (primarily through fees.)

**Example:** A developer could meet all subdivision rules but still locate a business or facility next to homes in a way that creates traffic, noise, or visual impacts. Currently, the county has no mechanism to prevent this.

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**Core Question**

Giles County citizens must weigh two primary approaches:

1. **Implement land-use planning:** This may include zoning, overlay districts, or other regulatory tools. It requires staffing, enforcement, and funding, representing an expansion of government.
2. **Maintain a no-planning approach:** This preserves maximum property rights and limits government growth but comes with extremely limited ability to prevent incompatible or high-impact developments.

There are valid arguments for both approaches. The key is for the community to understand the tradeoffs and make an informed decision.

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## Scenarios to Illustrate Tradeoffs

The following scenarios illustrate how the status quo can produce outcomes that residents may find surprising or disruptive—despite full compliance with Subdivision Standards.

- **Daycare or school proximity:** If a small warehouse storing chemicals were located directly across from a daycare, parents and staff might worry about accidental spills or increased truck traffic at drop-off times.
- **Industrial operations near homes:** A commercial composting facility opening alongside a residential area could generate persistent odors or send large trucks down narrow rural roads.
- **Noisy or environmentally sensitive businesses:** A metal fabrication shop or paint-spraying operation located adjacent to an organic farm could produce constant noise, dust, or fumes.
- **High-density development on narrow roads:** A cluster of townhomes built on a private lane with only one entrance on a rural county road could create traffic bottlenecks for emergency vehicles or make daily access difficult for residents.
- **Recreational/event facilities near homes:** An outdoor motocross track or shooting range sited next to a residential area could generate noise during early morning or evening hours and attract heavy weekend traffic.

Subdivision Standards cannot address any of the above scenarios.

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## Key Questions for the Community

Any change in direction must come from the voters. County officials do not have the discretion to halt developments simply because they are unpopular. The question is not, 'Why won't the County stop this?' but, 'Does the public want to grant the County the tools to address these issues in the future?'

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## The Way Ahead

It falls to the County Commission, the Regional Planning Commission, and 2026 candidates to encourage a countywide discussion on land use planning to ensure residents thoroughly understand the tradeoffs:

- The status quo is a legitimate choice, provided citizens understand tradeoffs and consequences.
- Addressing land-use conflicts requires some form of regulation and enforcement capacity.
- A thorough discussion should include:
  - Cost implications of adding planning staff and enforcement resources.



- o Legal limitations under state law (e.g., agriculture exemptions, independent utilities, septic systems regulated by TDEC).
- o Alternatives to formal planning, such as voluntary design guidelines, private development agreements, farmland trusts, or voluntary deed restrictions.

Ultimately, this is a policy decision that requires informed public dialogue. The role of County Commissioner and Planning Commissioner is to present facts, outline options, and facilitate debate—including accurate, clear-eyed explanations of the tradeoffs. Because this issue affects the future of our county, it is important that all candidates for County Executive and County Commission take clear positions on land-use planning during their campaigns. This ensures voters understand where their potential representatives stand and can make informed choices about who will guide the county's growth and preservation priorities.

v/r,

A handwritten signature in cursive script, appearing to read "G. S. Stowe".

G. S. Stowe  
County Executive

**7. ELECTIONS**

**A. Notaries Public at Large**

Upon motion of Tracy Wilburn and seconded by Shelly Goolsby, it was ordered by the Court that the following names and persons be elected to serve as Notaries Public at Large for Giles County, Tennessee: **New:** Lauren Bivins, Makenzi L Dean, Iraiz V Garcia, Racheal Maddox; and **Re-Elections:** Ben Ish, Angela Jernigan, Jaymi M. Ray, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Abstain: Evan Baddour

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said Notaries Public at Large for Giles County, Tennessee elected.

**8. REPORTS**

- A. Finance Director for October and November 2025, including the following:  
Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2 and other Capital Projects
- B. Giles County Road List 2026 (on file in County Clerk's office)
- C. Giles County Highway Equipment Inventory List 2026 (on file in County Clerk's office)
- D. Giles County Health Department Quarterly Report
- E. Giles County Public Library Report – Second Quarter 2025-2026
- F. Giles County Debt Management Policy, adopted 06/27/2024

Upon motion of Caleb Savage and seconded by Matthew Hopkins, it was ordered by the Court that said reports be combined and approved as one. Gayle Jones asked if there were any new roads which did not meet the county's standards.

Road Superintendent Gene Barnickle addresses the Commission

Road Superintendent Gene Barnickle verified that all new roads met county standards. Said motion on the floor was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said reports were approved as combined.

Recess:

Upon motion of Rick Carpenter and seconded by Erin Curry, it was ordered by the Court that a recess be taken, which said motion was put to the voice vote of the Court and carried. All present voted Aye, and said recess was taken.

**TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE**

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE  
FOR THE MONTH ENDING OCTOBER 2025

**received**  
01/12/2026 CW

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	6,827,334.16	1,522,408.22	2,087,402.48	19,407.17			6,242,932.73
DRUG	114,230.37	2,322.39	247.00				116,305.76
AMER RESCUE PLAN	-						-
PROBATION FUND	27,499.22		-				27,499.22
HIGHWAY	1,610,697.61	503,977.36	857,812.95	7,381.74			1,249,480.28
SCHOOL	7,050,978.42	3,934,134.00	3,323,247.74	19,199.72			7,642,664.96
FEDERAL	647,845.60	215,176.01	220,073.26				642,948.35
FOOD SERVICE	1,410,149.62	396,936.87	340,318.21				1,466,768.28
DEBT SERVICE	1,014,084.72	28,144.20	172,525.00	281.44			869,422.48
CAPITAL PROJECTS	2,017,096.17	-	4,354.00				2,012,742.17
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	128,016.67		-				128,016.67
EDUC CAPITAL #2	3,960,411.18	-	315,027.64				3,645,383.54
OTHER CAPITAL PROJ	4,171,268.02	66,698.49	-	666.99			4,237,299.52
<b>TOTALS</b>	<b>28,979,611.76</b>	<b>6,669,797.54</b>	<b>7,321,008.28</b>	<b>46,937.06</b>	-	-	<b>28,281,463.96</b>

130

*Respectfully submitted,*

*Beth Moore-Summers*

**Beth Moore-Summers, Finance Director**

**TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE**

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE  
FOR THE MONTH ENDING NOVEMBER 2025

**received**  
1/12/2026 CW

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	6,242,932.73	1,452,437.16	1,520,646.48	20,155.77			6,154,567.64
DRUG	116,305.76	7,149.22	282.30				123,172.68
AMER RESCUE PLAN	-						-
PROBATION FUND	27,499.22		-				27,499.22
HIGHWAY	1,249,480.28	501,029.87	451,530.54	7,499.25			1,291,480.36
SCHOOL	7,642,664.96	4,114,706.42	3,143,520.29	19,638.63			8,594,212.46
FEDERAL	642,948.35	234,577.23	215,081.34				662,444.24
FOOD SERVICE	1,466,768.28	340,703.50	359,288.60				1,448,183.18
DEBT SERVICE	869,422.48	28,487.91	-	284.88			897,625.51
CAPITAL PROJECTS	2,012,742.17	-	50,486.98				1,962,255.19
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	128,016.67		18,842.09				109,174.58
EDUC CAPITAL #2	3,645,383.54	-	144,015.05				3,501,368.49
OTHER CAPITAL PROJ	4,237,299.52	70,308.44	-	703.09			4,306,904.87
<b>TOTALS</b>	<b>28,281,463.96</b>	<b>6,749,399.75</b>	<b>5,903,693.67</b>	<b>48,281.62</b>	<b>-</b>	<b>-</b>	<b>29,078,888.42</b>

137

*Respectfully submitted,*

*Beth Moore Sumners*

**Beth Moore-Sumners, Finance Director**

# Giles County Health Department

209 S. Cedar Lane  
Pulaski, TN 38478  
931-363-5506

RECEIVED  
R 01/05/2026 DCW

TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: January 5<sup>th</sup>, 2026

## Services for the Fourth Quarter of 2025

The Giles County Health Department participated in our annual Fight Flu Day where we administered free flu vaccines to the community at the Pulaski Parks and Recreations Department and the Giles County Senior Center. We also hosted our annual School Flu Week where we administered flu vaccines to Giles County School System staff and students. We participated in a health fair hosted by Magotteaux where we shared information about quitting nicotine use.

## Number of Visits by Program October 1<sup>st</sup>, 2025-December 31<sup>st</sup>, 2025

Aids Prevention	63
Birth Certificates	240
Breastfeeding	29
Breast & Cervical	6
Care Coordination	8
Child Health (includes immunizations)	114
EPD&T	0
Family Planning	101
HUGS	176
Men's Health	41
Sexually Transmitted Disease	106
Smoking Cessation (GIFTS Program)	9
TennCare Advocacy	475
Tuberculosis	2
Vital Records	142
Women's Health	94
WIC (Women, Infants and Children)	484
Nutrition-Medical	0

**Summary of Immunizations  
October 1<sup>st</sup>, 2025-December 31<sup>st</sup>, 2025**

DTaP (Diphtheria, Tetanus, Acellular Pertussis)	9
TD (Tetanus, Diphtheria)	0
Tdap (Tetanus, Acellular Pertussis)	4
IPV (Inactivated Polio)	2
HBV-Adult/Pediatric (Hepatitis B)	5
MMR (Measles, Mumps, Rubella) & MMV (MMR + Varicella)	5
Varicella (Chickenpox)	5
RTA (Rotavirus)	4
P13/P15/P20 (Pneumococcal Meningitis)	12
HIB (Haemophilus Influenza type b)	7
HAS (Hepatitis A)	5
MC4 (Meningococcal)	0
HPV/HPA (Genital Human Papillomavirus)	2
FLU (Influenza)	228
RSV	2
Vaxelis (DTaP, IPV, Hib, HepB)	4
Kinrix (DTap-IPV)	2
Pediarix (DTap-Hep B-IPV)	0
mRNA (COVID-19 Vaccine)	16

Respectfully submitted,  
Raine Kelsey, PHOS

## **Giles County Public Library Report – Second Quarter 2025-2026**

Take a look at the infographic report that follows with information of our library usage from October-December 2025.

The report also includes the value of the items that have been used by our library cardholders and the amount of money our patrons have saved over the last 365 days by using library materials as of January 6, 2026.

During the month of January, we have an art exhibition on display in the library with over 80 pieces of art and crafts made by many talented Giles Countians. You will be amazed at the talented people who live in our county!

During February, we are paying tribute to Vivian Sims' legacy. We will have on display some of her personal art and memorabilia. Please stop by and see what impact Mrs. Sims' rich and storied history made on our community.

March is Quilt month! The library will display again this year more quilts of talented Giles County quilters. You will see a great display of more art in the form of quilts during March.

Also in March, we will host a Master Gardening Workshop with Barbara Mason. Participants can look forward to learning practical tips and techniques for successful gardening.

We are offering Graphic Design classes for beginners each month taught Denise Grisham who has extensive knowledge and experience in graphic design.

### **Online Resources:**

**Tennessee Electronic Library** has a number of resources including homework help, test prep, career tools, genealogy, World Book, language learning, health and research. There is a link on our website at [gilescountylibrary.org](http://gilescountylibrary.org).

**Kanopy** is an On-Demand Streaming Video Platform is available from our website with your library card for free. Now we are offering a Kanopy Kids Package and a Kanopy PLUS Family package.

**READS** – Regional eBook and Audiobook Download System. Also available from our website. You can download the Libby App to access READS.

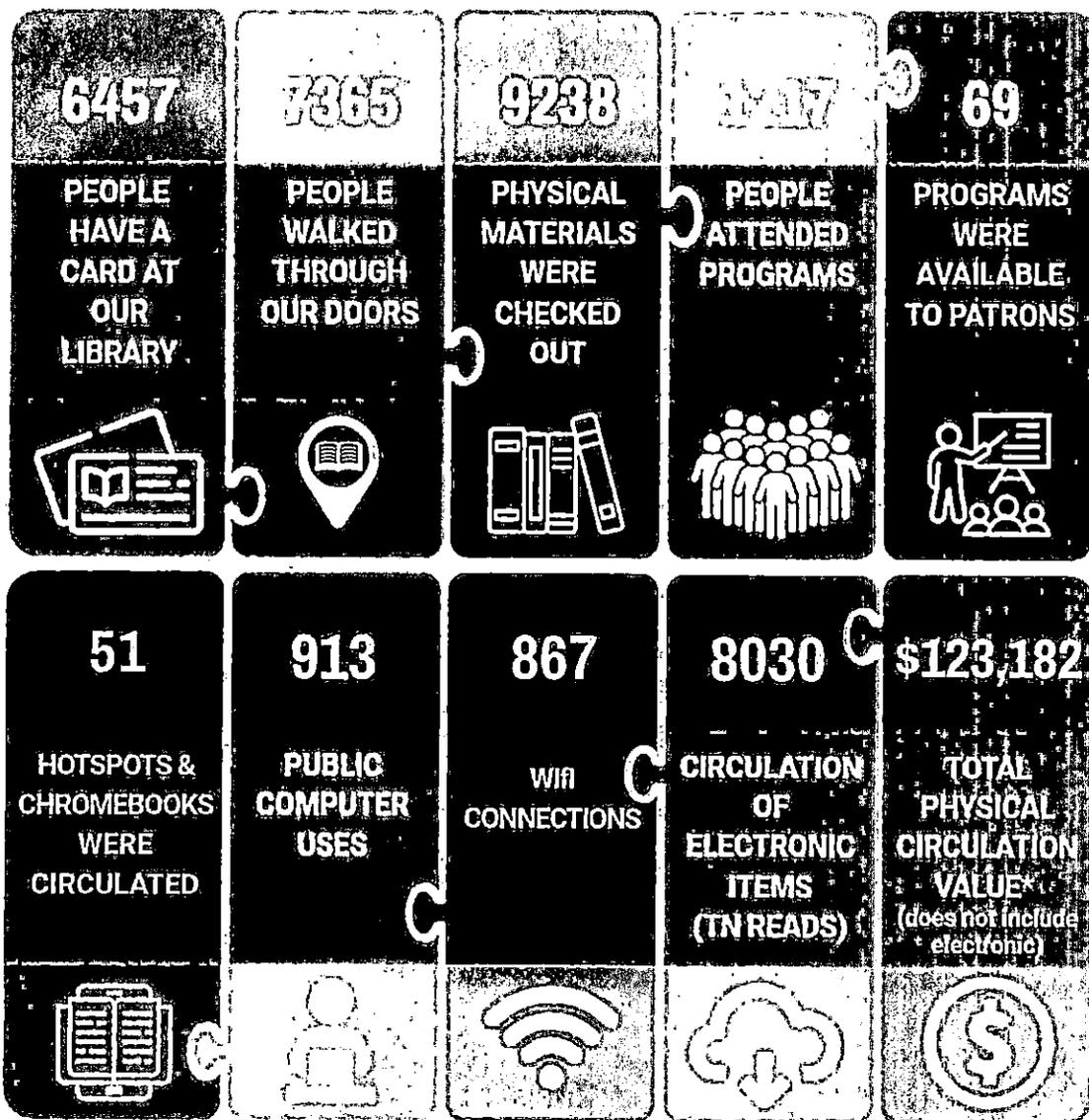
**Librista** – Librista is the app that you can get for our library's catalog. You can search our catalog with the app, place reserves and renew your items. You just need your library card number to access your account.

Thank you very much for your operational support.

Giles County Public Library

# A Valuable Piece of Our Community October - December 2025 Statistics

\*Totals do not include accessing the Tennessee Electronic Library or using WiFi on multiple devices.



**Borrow. Don't Buy!**  
Our community saved this amount in the past 365 days by borrowing items from the library!

## \$628,278.14

\*Library Materials are purchased with State and Federal funds and Donations. County and City funds are used for operational expenses only.



931-363-2720  
122 South Second Street  
Pulaski, TN 38478  
[www.gilescountylibrary.org](http://www.gilescountylibrary.org)



**Welcome to the Seed Library!**

Discover our Seed Library at the Giles County Public Library. Borrow seeds to grow herbs, flowers, and vegetables—all organized in a repurposed card catalog for easy browsing.

Learn more on our website: [www.gilescountylibrary.org](http://www.gilescountylibrary.org)

Or call us at 931-363-2720 for details.

**SEED LIBRARY CIRCULATION 2<sup>nd</sup> QUARTER 2017**

## PROGRAMS OVERVIEW

The Giles County Public Library offers a wide range of educational, creative, and community-focused programs for all ages. Author events and other Special Programs are provided throughout the year.

### CHILDREN'S PROGRAMS

#### Weekly Story Times

- Main Branch Story Time: Fridays at 10:00 AM, ages 0–5
- Lynnville Story Time: First Wednesdays at 10:30 AM, ages 0–5

#### Arts & Building Programs

- Kids' Art Club: Second Wednesdays, 3:30–4:30 PM, ages 6–12
- 7 & Under LEGO Club: Second Thursdays, 3:30–4:30 PM
- 8 & Up LEGO Club: Fourth Thursdays, 3:30–4:30 PM

#### Homeschool & Outreach

- Head Start Outreach: Story time at Bodenham and Victoria Head Start Centers

#### Lynnville Homeschool Programs:

- Art Class – 2nd Wednesday at 10:30 AM
- LEGO Club – 4th Wednesday at 10:30 AM

#### Summer Reading Program

- Annual themed program encouraging literacy and reducing summer learning loss; registration required.

### TWEEN & TEEN PROGRAMS

- Dungeons & Dragons (14+): First two Mondays, 2:30–5:00 PM
- Tween D&D (ages 10–13): Last two Mondays, 3:30–4:30 PM
- STEAM TEENS (ages 9–16): Third Wednesdays, 3:30–4:30 PM

### 20 STEM Kits Available for Checkout

The library offers 20 hands-on STEM Kits, including:

- Bubbology, Electricity, Newton's Science, Water Science, Invisible Science, Amazing Science
- Stomp Rockets, Code & Go Robot
- "What the Moss" Exploration Packs 1 & 2
- Sound Science, Magnetic Science
- Space Kits (Groups 1–3)
- Tornado Tube, Power of Air, Physics Science Kit
- NASA Space Exploration Backpack
- Chemical Reaction Mento Geyser's Experiment Kit

These kits support at-home learning and encourage exploration in science, technology, engineering, and math.

### ADULT PROGRAMS

- Ramblin' Writers Workshop: First Mondays at 10:00 AM
- Know Thy Shelf Book Club: Fourth Mondays, 5:30–6:30 PM
- Watercolor Classes: Fourth Tuesdays, 5:30–6:30 PM
- Graphic Design for Beginners: Third Tuesdays, 5:30–6:30 PM
- Ask a Librarian – Tech Help: By appointment, Wednesdays, 9:00 AM–12:00 PM
- Art in Action Painting Class: First Wednesdays, 2:00–3:00 PM (Giles County Arts partnership)
- Crochet Club: First Fridays, 3:30–4:30 PM & Third Saturdays, 2:00–3:30 PM



### PLANS ARE UNDERWAY FOR A SUCCESSFUL SUMMER READING PROGRAM!

The *Unearth a Story* program is expected to engage an average of 1,700 children, teens, and adults countywide, along with their families and caregivers. We anticipate they will attend events, story times, and celebrations throughout the summer. The program will also reach additional residents through outreach to schools, social media, and local events, extending its positive influence to the broader community.

### LONG-TERM IMPACT

The Summer Reading program encourages lifelong reading habits by making literacy fun, interactive, and family-oriented. Through Digby the Triceratops mascot and dinosaur-themed adventures with the *Unearth a Story* theme, children will connect reading with curiosity, discovery, and joy. In the long term, the program will strengthen literacy foundations, support school readiness, and deepen community engagement with the library. Families who participate will continue to see the library as a vibrant hub of learning, creativity, and connection—ensuring that the impact of *Unearth a Story* lasts well beyond a single summer.

### COMMUNITY BENEFITS



By offering free, accessible programming throughout the summer, the Giles County Public Library supports learning equity and helps prevent the "summer slide" that can occur when school is out of session. The program builds a culture of reading and strengthens family bonds through shared experiences—benefiting the entire community.

adopted 6/27/2024

Giles County Debt Management Policy

RECEIVED  
06/20/2024  
Dw

**Goal/Mission:**

To provide management with a template for guidelines to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

All financing shall be made within the guidelines set forth by the comptroller's office within legal guidelines of the State of Tennessee and regulations set forth by the comptroller's office.

**Objectives:**

The following objectives meet the minimum requirements:

- Make the decision process transparent
- Address hiring outside professionals
- Address any potential conflict of interest issues

**Transparency:**

Giles County shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens/members, governing body, and other stakeholders. These costs will be made available on Giles County's web site and in the Office of Financial Management at least five business days prior to its consideration by the full commission. The one exception to this shall be in the case of one fund of Giles County lending another fund of Giles County revenue anticipation loans where there are no costs associated with the transaction.

**Hiring Professionals in Connection with Financing:**

- From time to time, the Giles County Executive may hire legal counsel, a financial advisor, or underwriter to assist in issuance of debt.
- Giles County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both Giles County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.
- Counsel: Giles County shall enter into an engagement letter agreement with each lawyer or law firm representing Giles County in a debt transaction. (No engagement letter is required for any lawyer who is an employee of Giles County or lawyer or law firm which is under a general appointment or contract to serve as counsel to Giles County.) Giles County shall not require an engagement letter with counsel not representing Giles County, such as an underwriters' counsel.
- Financial Advisor: If Giles County chooses to hire financial advisors, Giles County shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
- Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.

- **Underwriter:** If there is an underwriter, Giles County shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with Giles County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arms-length commercial transaction and that it has financial and other interests that differ from those of Giles County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt.

### **Conflicts**

- Professionals involved in a debt transaction hired or compensated by the Entity shall be required to disclose to the Entity existing client and business relationships between and among the professionals to a transaction (including but not limited to: financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and re-marketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Entity to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

### **Tax/Revenue Anticipation Loans**

- **Internal Tax/Revenue Anticipation Loans** are used for cash flow purposes until annual revenues are received for a particular fund. It is generally for funds operating on property tax or other revenue that is not received on a monthly basis. All borrowing is required to be fully paid back by the end of the current fiscal year. Tax/Revenue Anticipation Notes shall be used on a limited basis and if the need arises, it is the county's intent to have sufficient funds available with the Trustee to meet these cash flow needs with internal borrowing from the County Trustee or among individual funds. All internal financing shall be approved by the State Comptroller's Office, Giles County Executive, the Giles County Director of Financial Management, and the department head of the fund receiving the financing. No interest is to be paid for short term intra-fund loans.
- **External Tax/Revenue Anticipation Loans** are used for cash flow purposes until annual revenues are received for a particular fund. It is generally for funds operating on property tax or other revenue that is not received on a monthly basis. All borrowing is required to be fully paid back by the end of the current fiscal year. Tax/Revenue Anticipation Notes shall be used on a limited basis and if the need arises, it is the county's intent to have sufficient funds available with the Trustee to meet these cash flow needs. All external financing shall be approved by the State Comptroller's Office, Giles County legislative body, the Giles County Executive, the Giles County Director of Financial Management, and the department head of the fund receiving the financing. The external financing of such loans would be secured from requests for proposals as adhering to the Giles County Financial Management Policies and Procedures.

## **Lease Agreements**

- These leases are generally for assets where their replacement is needed on a regular basis and the technology changes from one model to the next (e.g. copier leases). The term of such lease agreements shall not exceed one fiscal year. Such leases shall require the approval of the Director of Financial Management and the Department Head who shall bear the cost in their budget.
- Leases of greater than one fiscal year require approval by the County Executive, the Director of Financial Management, and the County Legislative body. These leases should be vetted by the county attorney or another attorney chosen by the County Executive.

## **Capital Outlay Notes**

These loans are generally for borrowings which are twelve years or less in duration. Funds may be borrowed from the private sector, federal or state agency loan programs. The county will be provided specific legal debt resolutions which shall be approved by the county legislative body. In certain cases, legal counsel may be hired. Information within this policy gives guidance of disclosing the cost of these services and address potential conflicts of interest. Long term notes would be anticipated on large capital asset purchases. External cost would be anticipated and fully disclosed on State Form CT-0253 prior to the contract to secure the funding.

## **All Types of Bonds**

This type of debt is generally for borrowings which are greater than twelve years in duration. The county will be provided specific legal debt resolutions which shall be approved by the county legislative body. In certain cases, legal counsel may be hired. Information within this policy gives guidance of disclosing the cost of these services and address potential conflicts of interest. Long term bonds would be anticipated and fully disclosed on State Form CT-0253 prior to the contract to secure the funding.

## Requirements and Decision-Making Checklist for New Debt

- On borrowings exceeding \$500,000, a new issuance report will be prepared which reflects the impact on the multi-year debt service budget including the new debt.
- Repayment schedule will not exceed the useful life of the asset.
- Repayment schedule uses the straight-line method of repayment (debt retirement similar to a conventional home loan) or wrapping principal which does not exceed three years. Any other repayment schedule must be approved by the comptroller's office in writing and fully disclose the additional interest cost compared to straight-line repayment.
- Compare the proposed repayment schedule with the straight-line method noted whether the new debt has an advanced repayment schedule, straight-line or back loaded schedule.
- Consider variable debt in the county's overall debt management plan. The county recognizes that the Trustee has investments from month to month which earn interest. Giles County also understands that the Trustee's investment interest rates fluctuate over time and the interest rate earning and interest rate debt expense should move in concert; therefore, Giles County will calculate and project the available idle funds (using fund balances). Giles County will consider that variable debt for the same amount of the invested fund should not impact the percentage of variable versus fixed rate indebtedness.
- Consider having the variable rate debt equal to the Trustee idle funds invested, at minimum.
- Consider having variable rate which would not exceed 30% of total indebtedness; however, Giles County will consider the current debt market and anticipated direction of future interest rates before selecting variable rate instruments.
- In the event of variable interest debt, Giles County shall set aside an amount above the variable rate to protect the county in the event of an upswing in interest rates. Giles County shall budget at least three percent above the variable rate on the initial issuance.
- In the case of refinancing, an analysis report shall be provided which fully explains the reasons for the refinancing and net savings and costs of the refinancing, which will include not only interest charges, but also the fees associated with the transaction.
- Ensure that refinance debt will not exceed the assets useful life.

## **9. CONTRACTS, AGREEMENTS AND GRANTS**

1. Tower Lease Agreement (Vogue)
2. OHM Contract Amendment 1A
3. Grant Agreement - Bissell Pet Foundation – 12/15/2025 to 8/31/2026
4. Grant Agreement – Immediate Need Shelter Support (Bissell Pet Foundation) 10/20/25-11/3/25
5. Contract/Grant – TDOT and Giles County – Litter Removal Roadway Miles – 7/1/2025 for 24 months
6. Contract/Grant – TNTP Inc. Comprehensive Literacy State Development – 12/15/2025 – 06/30/2030

Each contract, agreement, and grant was considered separately. Upon motion of Evan Baddour and seconded by Carman Brown, it was ordered by the Court that 1. Tower Lease Agreement (Vogue) be approved, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared said agreement approved.

Upon motion of Evan Baddour and seconded by Erin Curry, it was ordered by the Court that said 2. OHM Contract Amendment 1A be approved. Upon motion of Gayle Jones and seconded by Roger Reedy, it was ordered by the Court that action on said contract amendment be considered after Resolution 2026-12, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared action on said Contract Amendment to be considered following the resolutions concerning Courthouse Renovation.

Upon motion of Judy Pruett and seconded by Carman Brown, it was ordered by the Court that 3. Grant Agreement - Bissell Pet Foundation – 12/15/2025 to 8/31/2026 be approved, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared said agreement approved.

Upon motion of Joyce Woodard and seconded by Roger Reedy, it was ordered by the Court that 4. Grant Agreement – Immediate Need Shelter Support (Bissell Pet Foundation) be approved, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared said agreement approved.

Upon motion of Tracy Wilburn and seconded by Shelly Goolsby, it was ordered by the Court that 5. Contract/Grant – TDOT and Giles County – Litter Removal Roadway Miles – 7/1/2025 for 24 months be approved, which said motion was put to the voice vote of the Court and carried. All present voted Aye.

The Chairman, thereupon, declared said agreement approved.

Upon motion of Evan Baddour and seconded by Matthew Hopkins, it was ordered by the Court that 6. Contract/Grant – TNTP Inc. Comprehensive Literacy State Development – 12/15/2025 – 06/30/2030 be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said contract/grant approved.

TOWER LEASE AGREEMENT

received  
12/2/2025

This Agreement, made as of \_\_\_\_\_, 2025 (the "Effective Date"), between VOGUE TOWERS II, LLC with a mailing address of 1000 Corporate Centre Drive, Suite 130, Franklin, Tennessee 37067, hereinafter designated LESSOR, and GILES COUNTY GOVERNMENT, with its principal offices located at 222 West Madison Street, Pulaski, Tennessee 38478, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 3397 Lewisburg Highway, Giles County, Pulaski, TN, being further described in that Memorandum of Exercise of Easement recorded at Book D408, Page 758, recorded in the office of the Register of Deeds of Giles County, Tennessee (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment pad; together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a thirty feet (30') wide right-of-way extending from the nearest public right-of-way, Lewisburg Hwy, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described or depicted in **Exhibit A**, attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

If any public utility or fiber provider is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility or fiber provider at no cost to the LESSEE.

LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use (hereinafter defined) and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Commencement Date (hereinafter defined), the Tower and Land Space are (a) in good operating condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 31). Notwithstanding anything contained herein the the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in **Exhibit B** attached hereto (**Equipment**).

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become **Exhibit C** which shall be attached hereto and made a part

hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit A. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of FOURTEEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$14,400.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on the earlier of (i) the first (1st) day of the month following thirty (30) days after the commencement of installation by LESSEE or (ii) January 1, 2027.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion and approved by LESSOR. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such

sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. LESSOR must send all invoices for power consumption, which invoices must include the site name and location number, i.e. TN-2039 DRY BRANCH HOLLOW), to LESSEE at 222 West Madison Street, Pulaski, TN 38478 or emailed to jyoung@gilescounttn.gov, or to such other person, firm or place as LESSEE may from time to time, designate in writing at least thirty (30) days in advance of any invoice date by notice given in accordance with Paragraph 25 below. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for seven (7) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

5. ANNUAL INCREASES. The annual rental for each year of the term (or any extension terms) shall increase on each annual anniversary of the Commencement Date by ONE PERCENT (1%) over the annual rent due for the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the seventh (7) five (5) year extension Term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such Term.

7. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 29, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto (the "Use"). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, fiber, equipment, antennas

and/or conduits or any portion thereof upon submittal and approval from LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. LESSEE shall have the right to terminate this Agreement if: (i) any of the applications for Governmental Approvals are finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE; (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner prior to LESSOR commencing construction to make the Site Lessee Ready; and (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory prior to LESSOR commencing construction of the site. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE, provided, however, to be effective, notices pursuant to the foregoing termination rights in sections (iii) and (iv) shall be delivered to LESSOR prior to LESSOR commencing construction to make the Site Lessee Ready. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

10. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INTENTIONALLY OMITTED.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. INTENTIONALLY OMITTED.

15. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE at 931 309-2932 or to LESSOR at 615-283-7460, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. Within 90 days of expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement,

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to 115% of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. INTENTIONALLY OMITTED.

19. RIGHTS UPON SALE. If LESSOR, at any time during the Term, decides to (i) sell or transfer all or any part of the Property or the Tower to a purchaser other than LESSEE, or (ii) grant to a third party by easement or other legal instrument an interest in that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in that portion of the Tower or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, and in conjunction therewith, assigns this Agreement to that third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 3(a), All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Vogue Towers II, LLC  
1000 Corporate Centre Drive, Suite 130  
Franklin, Tennessee 37067

LESSEE: Giles County Government  
Attention: County Executive  
222 West Madison Street  
Pulaski, Tennessee 38478

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. INTENTIONALLY OMITTED.

28. INTENTIONALLY OMITTED.

29. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial

written notice. The cure periods set forth in this Paragraph 25 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

30. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

31. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

32. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE'S Use is not restored within 45 days, LESSEE may terminate this Agreement.

33. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

38. INTENTIONALLY OMITTED.

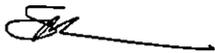
39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

40. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

**LESSOR:**

**VOGUE TOWERS II, LLC**

By: 

Print Name: Scott Riggs

Print Title: COO

Date: 9/29/2025

**LESSEE:**

**GILES COUNTY GOVERNMENT**

By: 

Name: Graham Stowe

Title: County Executive

Date: 12 Sep 2025

By: \_\_\_\_\_

Name: Beth Moore-Sumners

Title: Finance Director

Date: \_\_\_\_\_



**TN-2039 – DRY BRANCH  
TAX MAP 78, PARCEL 49.00 – TAX ASSESSOR'S OFFICE  
GILES COUNTY, TENNESSEE  
LESSOR'S PREMISES AREA DESCRIPTION:**

Beginning at a capped "Sharondale Nashville" iron pin set at the southeast corner of Lessee' Premises, located at Tennessee State Plane NAD 83 Grid Coordinate North 329,616.66, East 1,677,009.76, said iron pin being North 70 degrees 59 minutes 14 seconds West, 179.30 feet from a Tennessee Department of Transportation concrete right-of-way monument found in the northwest margin of U. S. Highway 31-A;

Thence, North 81 degrees 54 minutes 59 seconds West, 50.00 feet to a capped "Sharondale Nashville" iron pin set at the southwest corner of Lessee's Premises;

Thence, North 8 degrees 05 minutes 01 second East, 50.00 feet to a capped "Sharondale Nashville" iron pin set at the northwest corner of Lessee's Premises;

Thence, South 81 degree 54 minutes 59 seconds East, 50.00 feet to a capped "Sharondale Nashville" iron pin set at the northeast corner of Lessee's Premises;

Thence, South 8 degrees 05 minutes 01 second West, 50.00 feet to the point of beginning, containing 2,500 square feet, (0.057 acres).

Being a portion of the property conveyed to Luke R. Williams and wife, Sarah Williams, of record in Deed Book 372, Page 810, of the Register's Office of Giles County, Tennessee.

**LESSOR'S VARIABLE WIDTH JOINT ACCESS & FIBER/UTILITY EASEMENT AREA  
DESCRIPTION:**

Being a variable joint access and fiber/utility easement extending from the northwest margin of U. S. Highway 31-A to the east margin of Lessee's Premises, being more particularly described as follows:

Beginning at a capped "Sharondale Nashville" iron pin set in the east margin of U. S. Highway 31-A located at Tennessee State Plane NAD 83 Grid Coordinate North 329,552.87, East 1,677,175.13, said iron pin being South 38 degrees 04 minutes 42 seconds West, 6.81 feet from a Tennessee Department of Transportation concrete right-of-way monument found in the northwest margin of U. S. Highway 31-A;

Thence, with the northwest margin of U. S. Highway 31-A, South 38 degrees 04 minutes 42 seconds West, 30.00 feet to a capped "Sharondale Nashville" iron pin set;

Thence, leaving the northwest margin of U. S. Highway 31-A, North 52 degrees 38 minutes 19 seconds West, 41.32 feet to a point;

Thence, North 56 degrees 54 minutes 31 seconds West, 108.05 feet to a point;

Thence, North 81 degrees 54 minutes 59 seconds West, 23.73 feet to a capped "Sharondale Nashville" iron pin set at the southeast corner of Lessee's Premises;

Thence, with the east margin of Lessee's Premises, North 8 degrees 05 minutes 01 second East, 50.00 feet to a capped "Sharondale Nashville" iron pin set at the northeast corner of Lessee's Premises;

Thence, leaving the east margin of Lessee's Premises, South 81 degrees 54 minutes 59 seconds East, 25.00 feet to a point;

Thence, South 31 degrees 02 minutes 47 seconds East, 36.34 feet to a point;

Thence, South 56 degrees 54 minutes 31 seconds East, 96.46 feet to a point;

Thence, South 52 degrees 38 minutes 19 seconds East, 42.82 feet to the point of beginning, containing 6,139 square feet, (0.141 acres).

Being a portion of the property conveyed to Luke R. Williams and wife, Sarah Williams, of record in Deed Book 372, Page 810, of the Register's Office of Giles County, Tennessee.



**EXHIBIT B**

**Lessee's Initial Tower Based Equipment**

**Centerline: 210'**

MW Antennas: **ONE (1)**

Model: VHLP6-6WA

Azimuth: 332.74

Line Size: EW63

**Centerline: 200'**

RX Antennas: **TWO (2)**

Model: CC807-09

Standoff: DSPSA6X

MW Antennas: **ONE (1)**

Model: VHLP6-6WA

Azimuth: 207.66

Line Size: EW63

**Centerline: 195'**

TTA: **ONE (1)**

Model: SGG013P

Test Line: 1/2"

**Centerline: 180'**

**TX Antennas: ONE (1)**

Model: CC807-09

Standoff: DSPSA6X

Line Size: 1-1/4"

EXHIBIT C

Survey of Premises

To be attached at a later date, if at all

RECEIVED  
12/19/2025



Advancing Communities™

November 21, 2025

Honorable Graham Stowe  
County Executive  
Giles County Courthouse Annex  
P.O. Box 678  
Pulaski, Tennessee 38478-0678

**RE: CONTRACT AMENDMENT 1A**

**Giles County Courthouse Exterior Repairs, Mechanical, Electrical, Plumbing, Fire Protection Amended Proposal for Professional Services – Design Development, Construction Documents and Bid Assistance.**

**Statement of Understanding**

The Schematic Design Submittal of November 2023 prepared by OHM Advisors included descriptions of the necessary Exterior Repairs to rectify some of the deficiencies noted in the Courthouse Assessment also prepared by OHM and submitted in May 2022. OHM was then tasked with preparing an MEP (Mechanical Electrical and Plumbing) Schematic Design package in April 2025 for recommended plumbing, mechanical, electrical, fire suppression and fire alarm updates. Reeves Young, the county's Construction Manager, then prepared high level construction budgets for these packages that identify the funds and timeline required for the necessary components, materials and construction methods for this work.

It is our understanding that the County has approved moving forward with Design Development through Contract Administration for limited work on the courthouse based on a construction budget of \$8,500,000 per the attached Reeves Young estimate dated June 2, 2025.

Since the previous contract between the county and OHM Advisors covered Pre-Design/Programming and Schematic Design, we are now prepared to move to Design Development and then to Construction Documents. Per the signed contract (attached), the content and deliverables for these phases were defined and will be provided as described. Moving forward will result in the completion of drawings and specifications to be used by Reeves Young to develop a Guaranteed Maximum Price, receive bids from trade contractors, and submit for permitting and construction.

Because this project will be delivered through the Construction Manager -at-Risk (CM-R) methodology, we will be working closely with Reeves Young to maintain the agreed-upon scope of work, budget and quality. The construction documents will be developed with the goal of subcontractor procurement by late fall 2026, with construction to follow.

**The AIA B133-2019 agreement between Giles County and OHM Advisors from September 2023 is hereby amended as follows:**

**Article 1.1.1:** The revised scope of work to match this budget now includes structural repairs to the concrete arches in the basement, replacing and raising the east porch, raising the west porch and extending the north and south porches to provide safe egress at first floor level from the building. Work also includes limited repair of damaged exterior limestone, waterproofing, code compliant egress hardware for the eight exterior doors at the first floor, and new code compliant access to the attic and cupola. Also included is the new variable refrigerant flow HVAC system proposed in the Mechanical Electrical Plumbing Schematic Design dated April 2025, electrical revisions to support the new equipment, a new fire protection and fire alarm system. A new water line will be extended to the courthouse for the fire suppression system and work includes installation, trenching and pavement repair.

**OHM Advisors™**  
209 10TH AVENUE SOUTH, SUITE 154  
NASHVILLE, TENNESSEE 37203      T 615.649.5264      OHM-Advisors.com



In order to install the new mechanical equipment, the work includes lead and hazardous material abatement to be performed under subcontract with Reeves Young, cutting openings and chases and patching them back to match existing or enclosing them with new construction and repair of the courtroom plaster ceilings (including linen removal) and painting.

**Article 1.1.2:** This proposal includes the work scope and fees necessary to prepare Design Development drawings Construction Drawings and specifications suitable for Reeves Young to prepare a Guaranteed Maximum Price at 70% complete, final estimate at 100% and for OHM to submit the drawings and specifications to the State Fire Marshal's Office for the necessary permits. A second proposal for assistance with performing Contract Administration will be submitted separately.

**Article 1.1.3:** The approved budget is \$8,500,000 .

**Article 1.1.10:** The Construction Manager is Reeves Young, 4101 Charlotte Avenue Suite E205, Nashville, Tennessee 37209

**Article 1.1.11:** Delete Gary Sebach. Add Bill Gallagher and Nathan Ware.

**Article 4:** Based on the revised scope of work, in addition to the original items included, OHM Advisors will now be providing:

- 4.1.1.9 Civil Engineering
- 4.1.1.11 Interior Design (Repair restoration of interior finishes damaged as the result of construction)
- 4.1.1.12 Value Analysis. OHM has been providing Value Analysis including alternate HVAC systems, scope reductions, and assistance with historic preservation grants since April 2025.

**Article 6.2:** Modify to include the approved construction budget is \$8,500,000 .

#### Compensation

**Article 11.1:** Compensation for Design Development through assistance with Bidding is a lump-sum fee of \$596,000 (Five Hundred Ninety-Six Thousand Dollars) in addition to previously invoiced fees.

The fee breakdown by phase will be as follows:

Design Development	\$288,000.00
Construction Drawings	\$288,000.00
Bidding	\$20,000.00
<b>TOTAL</b>	<b>\$596,000.00</b>

Reimbursable Expenses (travel, mileage, lodging, meals) will be billed against an allowance of \$30,000, not included in the above.

#### Notes:

Fees were determined based on the signed contract attached. Fees shall be invoiced monthly on a percent complete basis, up to the exact fee proposed.

#### Clarifications and Assumptions

The full scope of services is as defined in the fully executed Owner Architect Agreement B133-2019 attached and this Amendment 1.



Note: Due to current volatility regarding the availability and cost of materials and labor, we will make every effort to be as accurate as possible with our budget projections, but we cannot predict or control the effect that rapidly changing economic conditions will have on costs.

**Client Responsibilities**

The County will provide a single point of contact to OHM Advisors and Reeves Young. This person will be knowledgeable about the project needs and desired outcomes and will be capable of making decisions. The County will provide access to the building based on the schedule of travel mutually agreed-upon.

**Schedule**

Design Development	14 weeks
GMP Review and approval	2 weeks
Construction Documents	14 weeks
Review and Approval	2 weeks
Bidding (including early packages)	6 weeks

Construction is expected to take 12 months. Contract Administration during the construction phase is quoted separately.

Potential schedule related items that may impact task durations are as follows:

- Reeves Young comments and value engineering suggestions.
- Availability of Giles County staff to meet and to review and approve content provided.
- Restrictions due to COVID 19 or other unforeseen disruptions.

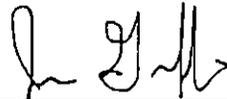
**Authorization and Acceptance**

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this will become a Contract Amendment to the attached agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me.

Sincerely,  
OHM Advisors

Acceptance  
Giles County, Tennessee

  
 \_\_\_\_\_ 11/21/25  
 Jason Griffin, P.E. Date  
 Principal

\_\_\_\_\_  
 Honorable Graham Stowe Date  
 County Executive

Attachments: Executed B133-2019  
Reeves Young Estimate 6/2/2025

cc: Harvey Schwager, Bill Gallagher, Nathan Ware

1167

# AIA<sup>®</sup> Document B133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

AGREEMENT made as of the    day of    in the year  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Honorable Graham Stowe  
County Executive  
Giles County Tennessee  
P.O. Box 678  
Pulaski, Tennessee 38478-0678

and the Architect:  
(Name, legal status, address, and other information)

OHM Advisors  
209 10<sup>th</sup> Avenue South  
Suite 154  
Nashville, Tennessee 37203

for the following Project:  
(Name, location, and detailed description)

Giles County Courthouse  
Exterior Repairs and Upgrades  
222 West Madison Street  
Pulaski, Tennessee 38478

The Construction Manager (if known):  
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1447578213)

1

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Exterior envelope repairs including repair of deteriorating stone anchors, spalled limestone, brick masonry, tuckpointing as necessary, window replacement, exterior paint, exterior door repair/replacement, woodwork repair, exterior door security, sealant repair/replacement, and structural repairs to basement arches and stone anchors based on May 2022 Assessment.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Historic brick courthouse constructed in 1908 that requires repairs and upgrades. The work will be phased but the initial phase of the work will include exterior renovations, repairs and some replacement to the brick, stone, terra cotta, wood trim, windows, doors, and hardware. This initial phase will also include repairs to cracks in the structure and other items noted in the Assessment dated May 2022. The initial work will define and prepare a Schematic Design Package to define the scope of work for exterior, systems and components. This will allow the Construction Manager to develop a project budget and schedule to allow the County to fund the project or to adjust the scope if necessary. From there and upon approval, bid/permit documents will be prepared for the exterior renovations. The scope of this contract may also be amended for future additional phases of work on this building.

Init.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

To be determined at the end of the Schematic Design Phase

§ 1.1.4 The Owner's anticipated design and construction milestone dates: To be confirmed

.1 Design phase milestone dates, if any: 16 weeks from Notice to Proceed

.2 Construction commencement date:

1 year construction duration anticipated (subject to change)

.3 Substantial Completion date or dates:

To be determined upon approval to proceed to Design Development Phase

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:  
(Indicate agreement type.)

AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

(Paragraph deleted)

§

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Honorable Graham Stowe  
County Executive  
Giles County Tennessee  
P.O. Box 678  
Pulaski, Tennessee 38478-0678

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2  
(Paragraphs deleted)

- .4

- .5 Other consultants and contractors:  
(List any other consultants and contractors retained by the Owner.)

Hazardous Materials Consultant

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

Jason Griffin, P.E. Principal In Charge  
Harvey Schwager, AIA NCARB, Project Manager  
Gary Sebach, AIA, NCARB, Project Architect  
209 10<sup>th</sup> Avenue South  
Suite 154  
Nashville, Tennessee 37203

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

EMC Structural Engineers, P.C.  
4525 Trousdale Drive  
Nashville, Tennessee 37204  
Johnny Johnson, P.E.

- .2  
(Paragraphs deleted)

§ 1.1.12.2 Consultants retained under Supplemental Services:

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§ 1.1.13 Other Initial Information on which the Agreement is based:

OHM Proposal dated 6/8/2023

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 1.1.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and One Million Dollars (\$ 1,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

*(Paragraph deleted)*

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§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and one million dollars (\$ 1,000,000 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

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§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

**§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager (typically when the drawings and specifications are 70% complete), the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

**§ 3.3 Schematic Design Phase Services**

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including preliminary building plans, sections and elevations; and may include some combination of sketches, or digital representations. Preliminary selections of major construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

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§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

The Architect will pause all work on the project at the completion of the Schematic Design Phase to allow the Owner and Construction Manager to review the funding and logistics requirements of project and will await formal written approval to proceed to the Design Development Phase.

§ 3.3.8 After the formal approval of the Schematic Design Phase submission and written notice to proceed to Design Development, in the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, , and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

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§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site twice a month or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Construction Manager**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. The Architect will make an initial review of a Shop Drawing or other submittal and a second review of any submittals that either require resubmittal or were rejected. Subsequent reviews if required will be charged as an Additional Service per Article 4.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or

Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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This Contract is specifically for the Exterior Repairs and Upgrades to the Giles County Tennessee Courthouse. It is understood that there are other items being considered for future work in this building including interior rehabilitation that may include other work scopes and consultants. Amendments to this contract may be made changing work scope if mutually agreed-upon between Giles County and OHM Advisors.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	A
§ 4.1.1.2 Programming	NP
§ 4.1.1.3 Multiple Preliminary Designs	NP
§ 4.1.1.4 Measured drawings	NP
§ 4.1.1.5 Existing facilities surveys	NP
§ 4.1.1.6 Site evaluation and planning	NP
§ 4.1.1.7 Building Information Model management responsibilities	A
§ 4.1.1.8 Development of Building Information Models for post construction use	NP
§ 4.1.1.9 Civil engineering	NP
§ 4.1.1.10 Landscape design	NP
§ 4.1.1.11 Architectural interior design	NP
§ 4.1.1.12 Value analysis	NP
§ 4.1.1.13 Cost estimating	NP
§ 4.1.1.14 On-site project representation	A (twice monthly during construction)
§ 4.1.1.15 Conformed documents for construction	A
§ 4.1.1.16 As-designed record drawings	NP
§ 4.1.1.17 As-constructed record drawings	NP
§ 4.1.1.18 Post-occupancy evaluation	NP
§ 4.1.1.19 Facility support services	NP
§ 4.1.1.20 Tenant-related services	NP
§ 4.1.1.21 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.22 Telecommunications/data design	NP
§ 4.1.1.23 Security evaluation and planning	NP
§ 4.1.1.24 Commissioning	NP
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26 Historic preservation	A
§ 4.1.1.27 Furniture, furnishings, and equipment design	NP
§ 4.1.1.28 Other services provided by specialty Consultants	NP
§ 4.1.1.29 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

4.1.1.1 The Architect will recommend to the Owner criteria and qualifications requirements for selecting a Construction Manager appropriate for this project. The Architect will assist the Owner with preparing Requests for Proposal for

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Construction Management Services. The Architect will review qualifications packages submitted to confirm compliance with qualifications and criteria.

4.1.1.7 The Architect will produce the documentation for this project using Building Information Modeling. Electronic Files will be shared as defined in AIA Document E203™-2013.

4.1.1.15 The Architect will prepare a Conformed Set of drawings and specifications incorporating any addenda issued during bidding. The Conformed Set will become the Contract Documents.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

*(Paragraph deleted)*

§

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

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- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- 16. Additional Site Visits required due to discovery of unanticipated conditions present, Contractor error or lack of proficiency, additional observation or presence on site to resolve non-conforming work.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twice Monthly visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, ;

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final

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completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5

§ 5.6 The Owner shall furnish, evaluations of hazardous materials, , with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, , and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. Bilateral agreements between the Owner and Construction Manager that affect the Architect's services covered under this agreement are non-binding unless the Architect is notified and this Agreement is amended to incorporate those services. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work will be stipulated at the completion of the Schematic Design Phase., and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, long lead times and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

*(Paragraph deleted)*

§ 6.3.1.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, determine what conditions changed from the Approved Schematic Design Package, determine what is necessary to reconcile the difference, and compensate the Architect to revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6

§ 6.7 After incorporation of modifications under Section 6.5, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 Other than the pause at the end of the Schematic Design Phase identified above, if the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 Other than the pause at the end of the Schematic Design Phase identified above, if the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7  
(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules..

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, , or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1

.3 Other  
(Describe the method of compensation)

(Paragraphs deleted) Not-To-Exceed sum of Eighty Thousand Dollars (\$80,000.00) for the initial Schematic Design Phase. Upon completion of the Schematic Design Phase, subsequent fees for Design Development through Contract Administration will be negotiated.

(Paragraphs deleted)

Not-To-Exceed fees for the Schematic Design Phase will be billed on an hourly basis based on Standard Hourly Rate Schedule.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly, per Standard Hourly Rate Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly, per Standard Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

n/a

§ 11.5

Init.

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User Notes:

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(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

OHM 2023 Standard Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Twenty percent ( 20 %) of the expenses incurred.

(Paragraphs deleted)

§

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.1

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice.

(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

See OHM Proposal Dated June 8, 2023

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**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

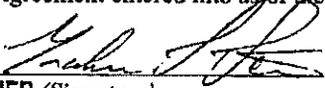
- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

.3 OHM Professional Services Proposal Dated June 8, 2023

.3  
*(Paragraphs deleted)*

.4

This Agreement entered into as of the day and year first written above.

  
 \_\_\_\_\_  
 OWNER (Signature)  
 GRAHAM S STOWE  
 \_\_\_\_\_  
 (Printed name and title)

Digitally signed by Harvey Schwager  
 DN: C=US,  
 E=harvey.schwager@ohm-advisors.com,  
 O=OHM Advisors, CN=Harvey Schwager  
 Date: 2023.09.14 16:52:38-0400

Harvey Schwager  
 \_\_\_\_\_  
 ARCHITECT (Signature)  
 Harvey Schwager, AIA NCARB  
 \_\_\_\_\_  
 (Printed name, title, and license number, if required)

Int.

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 User Notes:

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Giles County CH Reno - Most Critical Items - Phase 1 and MEP/FP

Phase  
Initial  
Giles County  
2025-06-02  
32,700

Total Building Area (GSF):

DESCRIPTION		\$/GSF	TOTAL
MEP/FP		\$101.04	\$3,304,001
Phase 1		\$100.64	\$3,290,927
<b>Direct Cost Subtotal</b>		<b>\$201.68</b>	<b>\$6,594,928</b>
Builders Risk Insurance - Renovations		\$0.44	\$14,422
General Liability Insurance	1.00%	\$2.61	\$85,413
Subcontractor Default Insurance	1.20%	\$2.42	\$79,139
Payment & Performance Bond	0.70%	\$1.83	\$59,789
Design Contingency	12.00%	\$24.20	\$791,391
Construction Contingency	5.00%	\$10.08	\$329,746
Escalation/Market Contingency	2.00%	\$4.03	\$131,899
Technology Fee	0.12%	\$0.31	\$10,250
Reeves Young Fee	5.00%	\$12.37	\$404,336
Preconstruction Fee		\$1.22	\$40,000
<b>Indirect Cost Subtotal</b>		<b>\$59.52</b>	<b>\$1,946,386</b>
<b>ESTIMATE TOTAL</b>		<b>\$261.20</b>	<b>\$8,541,313</b>



DESCRIPTION MEP/FP	QUANTITY	UNIT	TOTAL
<b>02 - EXISTING CONDITIONS</b>			
028300 - Lead Remediation			
Lead Remediation Scope	32,700.00	lsum	\$3.00 \$98,100
Subtotal - 028300 - Lead Remediation			\$98,100
Subtotal - 02 - EXISTING CONDITIONS			\$98,100
<b>09 - FINISHES</b>			
092100 - Plaster and Gypsum Board Assemblies			
Chases for MEP/FP Piping & Ductwork- Allowance	1.00	allow	\$20,000.00 \$20,000
Subtotal - 092100 - Plaster and Gypsum Board Assemblies			\$20,000
093000 - Tiling			
Floor Tile Patching - Allowance - At Radiator Piping Floor Penetrations	1.00	allow	\$3,500.00 \$3,500
<i>Unknown where to source material</i>			
Subtotal - 093000 - Tiling			\$3,500
095100 - Acoustical Ceilings			
Acoustical Ceiling - Replacement at disturbed ACT ceiling area	4,500.00	sf	\$4.25 \$19,125
Subtotal - 095100 - Acoustical Ceilings			\$19,125
Subtotal - 09 - FINISHES			\$42,625
<b>21 - FIRE SUPPRESSION</b>			
211300 - Fire Suppression Systems			
Fire Pump	1.00	lsum	\$100,165.00 \$100,165
Core Drilling - Allowance	60.00	each	\$300.00 \$18,000
Fire Protection Scope - MEP/FP Delta from Phase 1	1.00	lsum	\$74,748.00 \$74,748
Subtotal - 211300 - Fire Suppression Systems			\$192,913
Subtotal - 21 - FIRE SUPPRESSION			\$192,913
<b>23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>			
230000 - Heating, Ventilation, and Air Conditioning (HVAC)			
HVAC Demolition - Boiler & Piping/Existing Systems	32,700.00	sf	\$5.40 \$176,580
Standard Split System Electric - East Entry	1,200.00	sf	\$18.75 \$22,500
VRF System (HVAC was an \$2,444,601 adder in Phase 1)	32,700.00	sf	\$51.16 \$1,672,932
<i>Added \$ for gas to generator</i>			
Core Drilling - Allowance	45.00	lsum	\$300.00 \$13,500
Subtotal - 230000 - Heating, Ventilation, and Air Conditioning (HVAC)			\$1,885,512
Subtotal - 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			\$1,885,512
<b>26 - ELECTRICAL</b>			
260000 - Electrical			
Electrical Upgrades - MEP/FP Delta From Phase 1	1.00	lsum	\$637,754.00 \$637,754
Core Drilling - Allowance	30.00	each	\$300.00 \$9,000
Subtotal - 260000 - Electrical			\$646,754
266000 - Special Systems			
Natural Gas Generator - 250 kW	1.00	each	\$225,000.00 \$225,000
Subtotal - 266000 - Special Systems			\$225,000
Subtotal - 26 - ELECTRICAL			\$871,754
<b>28 - ELECTRONIC SAFETY AND SECURITY</b>			
284600 - Fire Detection and Alarm			



Total Building Area (GSF): 32,700

DESCRIPTION	QUANTITY	UNIT	TOTAL
Fire Alarm System Scope - MEP/FP Deduct to Phase 1	1.00	Isum	(\$17,653.00)
<b>Subtotal - 284600 - Fire Detection and Alarm</b>			<b>(\$17,653)</b>
<b>Subtotal - 28 - ELECTRONIC SAFETY AND SECURITY</b>			<b>(\$17,653)</b>
<b>33 - UTILITIES</b>			
<b>331000 - Water Utilities</b>			
Fire Protection Scope - Delta Adder - 1,200lf of water line to bldg <i>Dig/pipe/backfill \$280lf plus patching</i>	1.00	Isum	\$230,750.00
<b>Subtotal - 331000 - Water Utilities</b>			<b>\$230,750</b>
<b>Subtotal - 33 - UTILITIES</b>			<b>\$230,750</b>
<b>Subtotal - MEP/FP</b>			<b>\$3,304,001</b>
<b>Phase 1</b>			
<b>01 - GENERAL REQUIREMENTS</b>			
<b>010000 - General Conditions</b>			
General Conditions	12.00	mnth	\$52,185.00
<b>Subtotal - 010000 - General Conditions</b>			<b>\$626,220</b>
<b>014110 - Temporary Fencing</b>			
Temporary Fencing	611.00	lf	\$9.00
Temporary Fence Screening	611.00	lf	\$5.00
<b>Subtotal - 014110 - Temporary Fencing</b>			<b>\$8,554</b>
<b>014130 - Temporary Traffic Control</b>			
Temporary Barricades and Barrels	1.00	Isum	\$2,500.00
<b>Subtotal - 014130 - Temporary Traffic Control</b>			<b>\$2,500</b>
<b>Subtotal - 01 - GENERAL REQUIREMENTS</b>			<b>\$637,274</b>
<b>02 - EXISTING CONDITIONS</b>			
<b>024100 - Demolition</b>			
Demolition - Plaster as needed for MEP/FP	1.00	Isum	\$110,153.00
Demolition - Removal of Existing HVAC at Roof	1.00	Isum	\$25,000.00
Demolition Scope Exterior - Concrete Porch w/ Shoring <i>Includes Salvage Tile</i>	600.00	sf	\$85.00
<b>Subtotal - 024100 - Demolition</b>			<b>\$186,153</b>
<b>028200 - Asbestos Remediation</b>			
Abatement Scope	32,700.00	Isum	\$5.00
<b>Subtotal - 028200 - Asbestos Remediation</b>			<b>\$163,500</b>
<b>Subtotal - 02 - EXISTING CONDITIONS</b>			<b>\$349,653</b>
<b>03 - CONCRETE</b>			
<b>032000 - Concrete Reinforcing</b>			
Injection Repair - Structural Repair at Arches	6.00	each	\$30,000.00
<b>Subtotal - 032000 - Concrete Reinforcing</b>			<b>\$180,000</b>
<b>033000 - Cast-in-Place Concrete</b>			
Concrete Slab on Metal Deck - Porch	300.00	sf	\$65.00
Concrete Stoop at Landing	1.00	Isum	\$10,000.00
Raised Concrete Slab - Porch	1.00	Isum	\$7,500.00
<b>Subtotal - 033000 - Cast-in-Place Concrete</b>			<b>\$37,000</b>
<b>Subtotal - 03 - CONCRETE</b>			<b>\$217,000</b>
<b>04 - MASONRY</b>			
<b>042000 - Unit Masonry</b>			



DESCRIPTION	QUANTITY	UNIT	TOTAL
8" CMU - FG at Porch	511.00	sf	\$17,885
8" CMU - Retaining Wall at Porch Extension	252.00	sf	\$8,820
Stone Treads - Extend Landing at Swing Door	100.00	lf	\$15,000
Stone Treads - Remove & Replace	235.00	lf	\$50,525
<b>Subtotal - 042000 - Unit Masonry</b>			<b>\$92,230</b>
<b>044300 - Stone Masonry</b>			
Stone Veneer Repairs - Limestone Reduced Area	1,000.00	sf	\$42,000
<b>Subtotal - 044300 - Stone Masonry</b>			<b>\$42,000</b>
<b>Subtotal - 04 - MASONRY</b>			<b>\$134,230</b>
<b>05 - METALS</b>			
<b>053000 - Metal Decking</b>			
Structure at Porch (metal decking, support)	1.00	lsum	\$15,000.00
<b>Subtotal - 053000 - Metal Decking</b>			<b>\$15,000</b>
<b>055200 - Metal Railings</b>			
Wall Mounted Metal Railing	117.00	lf	\$12,870
Wall Mounted Metal Railing - New Accessible Entrance	50.00	lf	\$5,500
<b>Subtotal - 055200 - Metal Railings</b>			<b>\$18,370</b>
<b>055900 - Metal Specialties</b>			
Cupola Access Ladder with supports	35.00	lf	\$61,250
<b>Subtotal - 055900 - Metal Specialties</b>			<b>\$61,250</b>
<b>Subtotal - 05 - METALS</b>			<b>\$94,620</b>
<b>07 - THERMAL AND MOISTURE PROTECTION</b>			
<b>071000 - Dampproofing and Waterproofing</b>			
Waterproofing at Porch	1.00	lsum	\$12,000.00
<b>Subtotal - 071000 - Dampproofing and Waterproofing</b>			<b>\$12,000</b>
<b>078100 - Applied Fire Protection</b>			
Patch & Repair Fireproofing	1.00	lsum	\$25,000.00
<b>Subtotal - 078100 - Applied Fire Protection</b>			<b>\$25,000</b>
<b>Subtotal - 07 - THERMAL AND MOISTURE PROTECTION</b>			<b>\$37,000</b>
<b>08 - OPENINGS</b>			
<b>081000 - Doors and Frames</b>			
Battery Alarm at Exterior Doors <i>Includes Hardware</i>	8.00	leaf	\$5,200
Exterior wood doors & frames w/ Glazing <i>Includes Hardware</i>	8.00	leaf	\$32,000
Temp Doors - Exterior <i>Includes Hardware</i>	8.00	leaf	\$18,000
<b>Subtotal - 081000 - Doors and Frames</b>			<b>\$55,200</b>
<b>Subtotal - 08 - OPENINGS</b>			<b>\$55,200</b>
<b>09 - FINISHES</b>			
<b>092100 - Plaster and Gypsum Board Assemblies</b>			
Plaster Repair for MEP/FP	23,854.00	sf	\$149,088
<b>Subtotal - 092100 - Plaster and Gypsum Board Assemblies</b>			<b>\$149,088</b>
<b>096100 - Flooring Treatment</b>			
Flooring Protection	32,700.00	sf	\$16,350
<b>Subtotal - 096100 - Flooring Treatment</b>			<b>\$16,350</b>



Total Building Area (GSF): 32,700

DESCRIPTION	QUANTITY	UNIT	TOTAL
<b>099100 - Painting</b>			
Painting of New Chases & At Misc Areas Distrubed by new MEP/FP	1.00	Isum	\$75,000.00
<b>Subtotal - 099100 - Painting</b>			<b>\$75,000</b>
<b>Subtotal - 09 - FINISHES</b>			<b>\$240,438</b>
<b>10 - SPECIALTIES</b>			
<b>101400 - Signage</b>			
Accessible Entrance Signage	1.00	each	\$250.00
<b>Subtotal - 101400 - Signage</b>			<b>\$250</b>
<b>Subtotal - 10 - SPECIALTIES</b>			<b>\$250</b>
<b>21 - FIRE SUPPRESSION</b>			
<b>211300 - Fire Suppression Systems</b>			
Fire Protection Scope - Plug Phase 1 - Keep Existing Ceiling	1.00	Isum	\$750,687.00
<b>Subtotal - 211300 - Fire Suppression Systems</b>			<b>\$750,687</b>
<b>Subtotal - 21 - FIRE SUPPRESSION</b>			<b>\$750,687</b>
<b>26 - ELECTRICAL</b>			
<b>260000 - Electrical</b>			
Electrical Upgrades	32,700.00	sf	\$9.75
Temporary Conduit Relocation - Exterior	1.00	Isum	\$3,500.00
<b>Subtotal - 260000 - Electrical</b>			<b>\$322,325</b>
<b>266000 - Special Systems</b>			
Ring Doorbell Plus - Battery	1.00	unit	\$850.00
<b>Subtotal - 266000 - Special Systems</b>			<b>\$850</b>
<b>Subtotal - 26 - ELECTRICAL</b>			<b>\$323,175</b>
<b>28 - ELECTRONIC SAFETY AND SECURITY</b>			
<b>284600 - Fire Detection and Alarm</b>			
Fire Alarm System Scope	32,700.00	Isum	\$4.50
<b>Subtotal - 284600 - Fire Detection and Alarm</b>			<b>\$147,150</b>
<b>Subtotal - 28 - ELECTRONIC SAFETY AND SECURITY</b>			<b>\$147,150</b>
<b>32 - EXTERIOR IMPROVEMENTS</b>			
<b>321216 - Asphalt Paving</b>			
Mill & Overaly of Asphalt Paving at Fire Line	350.00	sy	\$55.00
Traffic Control/Barricades/Safety Measures	1.00	Isum	\$10,000.00
<b>Subtotal - 321216 - Asphalt Paving</b>			<b>\$29,250</b>
<b>329000 - Planting</b>			
Landscape Allowance	1.00	Isum	\$25,000.00
<b>Subtotal - 329000 - Planting</b>			<b>\$25,000</b>
<b>Subtotal - 32 - EXTERIOR IMPROVEMENTS</b>			<b>\$54,250</b>
<b>33 - UTILITIES</b>			
<b>331000 - Water Utilitles</b>			
Fire Protection Scope - Fire Line to Building - Phase 1 Plug	1.00	Isum	\$250,000.00
<b>Subtotal - 331000 - Water Utilities</b>			<b>\$250,000</b>
<b>Subtotal - 33 - UTILITIES</b>			<b>\$250,000</b>
<b>Subtotal - Phase 1</b>			<b>\$3,290,927</b>

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**GRANT AGREEMENT  
BISSELL Pet Foundation**

Grantee Organization: Giles County, Tennessee

Grant Amount: \$300,000

Grant Date: December 15, 2025

Anticipated Project Completion Date: 31 August 2026

**Grant Award and Purpose.** The BISSELL Pet Foundation is awarding a Grant to Giles County, Tennessee to build a new animal Shelter (the "Shelter"). Grant funds may be paid directly or used to reimburse costs for building the main structure and essential systems of the Shelter, up to the Grant Amount. Giles County must use the Grant funds only as described in this Agreement.

**Agreement Term.** The County's commitments under this Agreement shall last for the life of the Shelter, which is assumed to be at least 20 years.

**Tax Status.** Giles County confirms it is a public (local government) entity and that there are no current or anticipated issues with its tax-exempt status under IRS rules.

**Use of Grant.** The Grant is for supporting humane animal control in Giles County. By accepting the Grant, Giles County agrees to provide the resources needed to operate the Shelter as a community animal Shelter. The Shelter must only be used for this purpose unless the Foundation gives written permission for an alternative use.

**Project Management and Spending**

- Giles County is responsible for hiring and managing vendors for the project, and contracts must be awarded through competitive bidding.
- The Grant funds are only to be used to build these elements of the Shelter: the concrete foundation, building structure (including roof, doors, windows), electrical wiring, plumbing, HVAC and heating, insulation, a finished lobby, a finished public bathroom, and a finished meet-and-greet/office room. If unspent funds remain after these project elements are complete, Giles County may ask the Foundation for permission to use the funds for additional interior work.
- The Grant funds may not be used for political or lobbying activities or for anything not allowed by law.
- Giles County may change its spending priorities as a public body, but if it does not use the Grant as intended, the Foundation may stop payments and ask for a return of funds, which Giles County shall promptly provide.

**How Grant Money Is Paid.** Grant funds will only be paid out following specific procedures:

- For reimbursement, Giles County shall submit a form with proof of expenses (like invoices, receipts, canceled checks, and contractor payment applications with signed lien releases). The Foundation will review and pay within 30 days if everything is in order.
- The Foundation may also pay vendors directly if Giles County requests it in writing at least 15 business days before payment is due, with proper documentation and authorization.
- The Foundation has the right to check all expenses before paying, which may include reviewing documents, visiting the site, meeting with project staff, or asking for more information.
- All payment requests must include details of the work complete or materials purchased, certification that expenses are eligible, proof of receipt of goods/services, and evidence of payment or obligation to pay.
- The Foundation will not pay for costs incurred before this Agreement, or for expenses not permitted by law, or costs covered by other Grants or funding, or expenses not directly related to the project.

**Reporting**

- During the project, Giles County must provide written progress reports to the Foundation, including:
  - The status of the project and completion of each element;
  - Plans and timelines for spending the rest of the Grant and finishing the project;
  - Updates on fundraising for Shelter elements not covered by the Grant; and
  - Timeline for when the Shelter will be partially and fully operational.
- Reports are due:
  - Nine months after the Grant date or after \$150,000 of the Grant has been disbursed (whichever comes first);
  - Eighteen months after the Grant date or after the entire Grant is disbursed (whichever comes first);
  - Any other time the Foundation reasonably requests; and
  - When the project is complete.
- Reports must be submitted as the Foundation requests (email or online portal).

**After the Shelter Opens.** Once the Shelter is operating, Giles County must help the Foundation measure and publicize the Grant's impact by providing annual reports (or giving access to public reports or website information) with:

- Numbers and types of animals received, housed, treated, removed, and adopted;
- Hours of operation;
- The contact information of persons in charge;
- Financial summary of Shelter operations; and
- Special events held at the Shelter.

**Notifications.** Giles County must immediately notify the Foundation in writing if:

- Its tax-exempt status changes;
- It does not have the resources necessary to operate the Shelter properly; or
- The Shelter or Grant assets are used for any other purpose.

#### **General Conditions**

- For at least six years after the project is complete, Giles County must keep records of all receipts and expenses for the Shelter's construction.
- The Foundation may audit these records at any time during the Agreement term upon reasonable notice.
- Giles County shall not make false statements or submit misleading information to the Foundation either in the Grant application or in any statement or report.
- Giles County must follow all laws and regulations in building and operating the Shelter.
- The BISSELL Pet Foundation logo must be prominently displayed on the Shelter premises and its website for the life of the Shelter.
- Any services performed using the Shelter must meet industry animal welfare standards and comply with all laws.

#### **Publicity**

- Any public mention of the Grant must refer to "BISSELL Pet Foundation." Giles County must provide the Foundation with advance copies of any publicity and allow the Foundation a reasonable opportunity to review and approve any proposed publicity text before release.

- The Foundation may use information, photos, and reports about the Grant for its own marketing and fundraising. Giles County gives the Foundation and its affiliates the right to use and publish any images or information provided, without compensation.

#### **Additional Conditions**

- Giles County must procure and maintain appropriate and adequate insurance for the Shelter, including property, liability, worker's compensation, and any other insurance commonly associated with the ownership, possession, use or operation of an animal shelter.
- All staff and volunteers must be properly trained and licensed as required by law. Only qualified people may manage or use the Shelter.
- The Shelter must be properly maintained and repaired as needed.

#### **Default and Remedies**

- If Giles County does not comply with this Agreement, the Foundation may give written notice of the default and a deadline to cure the default (at least five business days). If the default is not cured by the deadline, the Foundation may stop payment of Grant funds and may exercise any other legal or equitable remedies, including the remedies of restitution and unjust enrichment.
- If the Foundation must enforce its legal or equitable remedies in response to Giles County's breach of this Agreement, the Foundation shall be awarded its fees and costs, including its reasonable attorney's fees, in asserting its rights.

#### **Other Legal Terms**

- The Foundation is not liable for any accidents or damages related to the Shelter. Giles County shall be responsible for its own employees, agents and contractors, subject to the Tort Claims Act.
- If either party is prevented from fulfilling its obligations due to events beyond their control (like strikes, natural disasters, terrorism, or similar conditions), performance shall be excused for the duration of the associated delay.
- All required notices must be in writing and delivered by hand, by certified or registered mail, or by courier.
- No rights are waived unless in writing and signed by an authorized representative.
- If any part of this Agreement is deemed invalid, the rest shall remain in effect.
- Tennessee law governs this Agreement.
- The Agreement may only be changed in writing, signed by both parties.

- The Agreement may be signed electronically and in multiple copies.
- This document shall constitute the entire Agreement and replaces any previous Agreements between the parties regarding the Grant or the Shelter.

ACKNOWLEDGED AND AGREED:

GILES COUNTY, TENNESSEE



Signature

G. S. Stowe

Name

County Executive

Title

Dec 18, 2025

Date

BISELL PET FOUNDATION



Signature

Emma Allen

Name

Associate Grants & Programs Manager

Title

December 18, 2025

Date



RECEIVED  
11/9/2026  
*aw*

Application ID

2011401

Submitted

Oct 17, 2025

Status

In progress

Applicant(s)

Jaclyn Payne (shelter@gilescountytn.gov)

Organization

Giles County Animal Shelter  
62-6000611  
380 Bennett Drive, Pulaski, TN, 38478, US

Program and cycle

General Application  
General

Tags

No tags

Forms

Grant Agreement

Recipient Organization Name ("Awardee" or "Grantee"):

Giles County Animal Shelter

Grant Amount\*

\$10,000.00 USD

Grant Date\*

Oct 17, 2025

Project start date\*

Oct 20, 2025

Project end date\*

Nov 3, 2025

BISSELL Pet Foundation (the "Foundation") has awarded you the Recipient Organization (the "Grantee") a \* BISSELL Pet Foundation Grant for the below named project, hereafter referred to as "Grant Award" or "Grant".

Immediate Need Shelter Support

Receipt of the Grant Award is subject to these General Terms, Conditions and Understandings. The Foundation is awarding this grant to you as the Grantee contingent upon the following:

- 1. Term:** The Grant Award must be used specifically for the designated purpose(s) within the above-specified time frame (the "Term"). Unless otherwise specified within this agreement, the Grant must be used within twelve months from the Grant Date. Additionally, if the Grant is paid in multiple payments, the first payment must be spent within six months of the Grant Date. You must submit a written request to the Foundation in advance if you wish to request an extension on the term or change the purpose of the Grant.
- 2. Scope:** This Agreement covers grant support provided by the Foundation to the Grantee, whether that support is (a) paid directly to the Grantee, (b) paid to a third party on the Grantee's behalf, or (c) offered as in-kind contributions, such as equipment, supplies, or services. All forms of support are referred to as the "Grant" throughout this Agreement and are subject to the terms below.
- 3. Expenditure of Funds:** This Grant is made for the purpose outlined above and may not be used or expended for any other purpose without the Foundation's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the Term shall be returned immediately to the Foundation. You may not expend any Grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.
- 4. Tax Exempt Status:** You are a non-profit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986 as amended (the "Code") or a recognized public (local government) entity. Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you may be required to provide to the Foundation.  
There is no issue presently before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.
- 5. Standard of Performance:** Any medical services and animal care performed using money from this Grant must be performed according to the standards observed within the industry. These services must be provided in a clinical or hospital setting that complies with the rules and regulations of the relevant state's veterinary practices laws or regulations. Pain management must be provided in accordance with current industry standards including a minimum of 24 hours of pain management.

6. Right to Audit: You are required to keep a record of all receipts and expenditures relating to this Grant. The Foundation may audit Grantee's records anytime within 3 years of the receipt of Grant Funds upon reasonable notice to Grantee to verify Grantee's use of the Grant Funds.
7. Reports: All recipients of grant awards may be required to report on their usage via a progress report within 6 months of the Grant Date and a final report within 12 months of the Grant Date, unless otherwise specified within the Specific Conditions of this agreement. Reports must be submitted directly to a Foundation representative via the requested method (email or online portal). Reports must include receipts and/or invoices evidencing the expenditure of funds within the directed purpose. Photos and additional reporting may be requested at any time.
8. General Grant Conditions:
- a. If the Grant is awarded in the form of a check, if Grantee does not deposit the check within ninety (90) days of receipt of the check, the Foundation reserves the right to withdraw the Grant Award.
  - b. Grantee agrees not to mismanage Grant funds, misrepresent themselves in a grant application or a required report or submit false or misleading data in a grant application or required report.
  - c. Grantee will comply with all applicable federal and state laws, guidelines, rules and regulations in using or expending the Grant Award.
  - d. You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities and progress.
  - e. A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter.
  - f. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.
  - g. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Electronic signatures will be binding for all purposes.
  - h. If the Project involves any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining all necessary consents to disclose such information.
  - i. You declare that it you are adequately insured for the type of activities you perform. If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.
  - j. You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes
9. Default and Remedies: Any failure by the Grantee to comply with this Agreement or with applicable Federal and state laws and regulations, as determined in the sole and reasonable discretion of the Foundation, shall constitute a default. Upon default, the Foundation may provide written notice and a demand to cure by a date set at its discretion, but not less than five (5) business days. If the default is not cured within that period, the Grantee shall return any remaining Grant Funds (or tangible property provided under the Grant) in its possession. The Foundation shall have no further obligation to disburse Grant Funds and may pursue any other legal or equitable remedies.

10. **Publicity and Communications:** Grantee will ensure that any public mention of the Grant Award refers to "BISSELL Pet Foundation". Additionally,
- a. You will allow the Foundation to review and approve the text of any proposed national publicity concerning the Grant Award prior to its release and shall furnish the Foundation with copies of any forms of publicity that mention the Grant Award.
  - b. Grantee must maintain the BISSELL Pet Foundation logo required by the Partners for Pets program in a prominent location on their website during the Term.
  - c. From time to time the Foundation may provide certain parameters or requirements for posting references to the Grant Award or the Foundation on social media. Grantee agrees to abide by those parameters.
  - d. The Foundation may include information regarding this Grant award, including the amount and purpose of the Grant Award, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities in the Foundation's website content, future marketing, promotional and fundraising efforts included but not limited to periodic public reports, newsletters, social media postings, newsletters and news releases.
  - e. Grantee assigns and grants to the Foundation, BISSELL Homecare, Inc., and all its affiliated entities (collectively, "BISSELL"), as well as their representatives and employees, the right to use and publish any images and/or information provided in connection with the grant, including the right to reproduce, exhibit, broadcast, electronically store and/or distribute such images/information and Grantee specifically waives any right to compensation for the foregoing and releases BISSELL from any and all liability from such use and/or publication.
11. **No Assignment or Delegation:** You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this Grant without prior written approval from the Foundation.
12. **Right to Modify or Revoke:** The Foundation may, in its sole discretion, discontinue, modify, or withhold Grant payments, or require a full or partial refund of Grant Funds if: (1) the Grantee fails to comply with this Agreement; (2) such action is necessary to protect the Grant's purpose or other charitable activities of the Foundation; or (3) required by law or regulation. The Foundation may demand the immediate return of Grant Funds used in breach of this Agreement or if the Grantee is delinquent in reporting or other obligations, with interest from the date of disbursement at the maximum rate allowed by law. If recovery requires collection efforts, the Grantee agrees to pay reasonable attorney fees and other costs permitted by law. If any portion of the Grant Funds remains unused after twelve (12) months or the Term specified above, the Foundation may reduce future awards by the unused amount, redirect the funds to another purpose, or require a refund. This clause survives termination of the Agreement.
13. **Indemnification:** To the extent permitted by law, Grantee agrees to protect, defend, hold harmless and indemnify (collectively "Indemnify" and "Indemnification") the Foundation, its subsidiaries, and its and their respective successors, assigns, directors, officers, employees, agents and affiliates (collectively "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs (collectively "Claims"), actually or allegedly, directly or indirectly, arising out or related to (1) any breach of any representation of Grantee contained in this Agreement; (2) any breach or violation of any covenant or other obligation or duty of Grantee under this Agreement or under applicable law; and (3) any claims, including third-party claims, which arise out of, relate to or result from any act or omission of Grantee, in each case whether or not caused in whole or in part by the negligence of the Foundation, or any other Indemnified Party, and whether or not the relevant Claim has merit. This obligation shall survive the term of this Grant Agreement. Grantee acknowledges that the Grantee's failure to comply with the Acceptance Agreement may jeopardize the Grantee's ability to receive and/or retain this grant or any future grants offered by the Foundation.
14. **Anti-Terrorism:** You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions. You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation including by assisting any party to secure an improper advantage.

15. Release: By receiving this grant, and to the extent permitted by law, You grant to the Foundation a worldwide, non-exclusive, irrevocable, royalty-free, assignable right and permission to use photos You submit to the Foundation or post on social media for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. You waive any right to inspect or approve the use of the photos, and acknowledge and agree that the rights granted in this release are without compensation of any kind.

Specific Grant Conditions (If Applicable):

Keep a detailed record of all purchases made with the grant, including item descriptions and costs, so you can submit a final report confirming the full amount was spent.

The undersigned certifies that they are duly elected and/or officers of the Grantee and that, as such, are authorized to accept this Grant on behalf of the Grantee, obligate the Grantee to observe all of the terms and conditions placed on this Grant and in connection with this Grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts and reports and other instruments of every kind.

ACKNOWLEDGED AND AGREED TO BY:

**Electronic Signature\***

G. S. Stowe, County Executive



Signed by Jaclyn Payne on Oct 17, 2025

CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
GILES COUNTY

**received**  
Jan 8 2026  
W

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Giles County, hereinafter referred to as the "Contractor," is for the provision of a special agreement for litter removal on State Routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000004199  
Contract #: CMA 2646

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred nine thousand nine hundred fifty-eight dollars and forty cents (\$109,958.40). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from

the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation  
 1213 North Locust Ave  
 Lawrenceburg, TN 38464

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Tennessee Department of Transportation
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service

v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and
  - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall

give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, 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 the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 et seq..
- D.10. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Brad Staggs, District 39 West Team Lead  
State of Tennessee Department of Transportation  
1213 North Locust Ave.  
Lawrenceburg, TN 38464  
Bradford.Staggs@tn.gov  
Telephone # 931-766-1415  
FAX # 931-766-1444

The Contractor:

Julie Butler Philips, Giles County Solid Waste & Recycling Coordinator  
County of Giles  
P.O. Box 678  
Pulaski, TN 38478  
gcsolidwaste@gilescountyttn.gov  
Telephone # 931-424-7035  
FAX # 931-363-3080

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

COUNTY OF GILES:

*[Handwritten Signature]*

*8 MAY 2025*

CONTRACTOR SIGNATURE

DATE

*G. S. STOWE, COUNTY EXECUTIVE*

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

*[Handwritten Signature]*

*5/09/25*

CONTRACTOR ATTORNEY SIGNATURE

DATE

*CHRISTOPHER WILLIAMS, COUNTY ATTY*

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
441	Litter Removal	Roadway Miles

Litter Removal work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.



Begin Date		End Date		Agency Tracking #		Edison Record ID	
December 15, 2025		June 30, 2030		33101-25070FAF5K		0000000000000000 0000089162	
Contractor Legal Entity Name						Edison Vendor ID	
TNTP Inc.						0000130932	
Goods or Services Caption (one line only)							
Comprehensive Literacy State Development							
Contractor				Assistance Listing Number:			
<input checked="" type="checkbox"/> Contractor				84.371			
Funding --							
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2026		\$480,000.00			\$480,000.00		
2027		\$480,000.00			\$480,000.00		
2028		\$480,000.00			\$480,000.00		
2029		\$480,000.00			\$480,000.00		
2030		\$480,000.00			\$480,000.00		
TOTAL:		\$2,400,000.00			\$2,400,000.00		
Contractor Ownership Characteristics:							
<input type="checkbox"/> Minority Business Enterprise (MBE):							
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American							
<input type="checkbox"/> Woman Business Enterprise (WBE)							
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)							
<input type="checkbox"/> Disabled Owned Business (DSBE)							
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.							
<input type="checkbox"/> Government <input checked="" type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:							
Selection Method & Process Summary (mark the correct response to confirm the associated summary)							
<input checked="" type="checkbox"/> Competitive Selection				Request for Qualifications (RFQ)			
<input type="checkbox"/> Other				N/A			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.							
Samantha Chandler				Digitally signed by Samantha Chandler Date: 2025.12.04 08:33:18 -06'00'			
Speed Chart (optional)				Account Code (optional)			
CLSD Grant (33105)							

RECEIVED  
12/19/2026

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
CENTRAL PROCUREMENT OFFICE  
ON BEHALF OF THE DEPARTMENT OF EDUCATION  
AND  
TNTP INC.**

This Contract, by and between the State of Tennessee, Central Procurement Office on behalf of the State of Tennessee Department of Education ("State"), and TNTP Inc. ("Contractor"), is for the provision of Comprehensive Literacy State Development, as further defined in the "SCOPE" and extends services to Local Education Agencies a("LEAs") and authorized Tennessee Public Charter Schools ("Public Charters") to purchase off this Contract. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Non-Profit Corporation.  
Contractor Place of Incorporation or Organization: New York  
Contractor Edison Registration ID #: 0000130932

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Asynchronous – shall mean learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
  - b. Comprehensive Literacy State Development ("CLSD") Grant – shall mean the five-year federal grant that provides the flow through funds to the State for each LEA, Public Charter, and SSS.
  - c. High-Quality Instructional Materials ("HQIM") – shall mean curriculum, assessments, and ancillary resources that create a comprehensive package of materials for teachers. The comprehensive package of materials shall include all Tennessee Academic Standards for English Language Arts and shall align with the shifts required of the standards.
  - d. High-Quality Instructional Materials ("HQIM") Implementation Framework – shall mean a tool to evaluate the phase of HQIM implementation for LEA/Public Charter/SSS leaders, school leaders, teachers, and students that aims to improve materials implementation and access to grade-level learning for all students.
  - e. Instructional Practice Guide ("IPG") – shall mean a classroom observation tool that defines expected instructional practices to support learning.
  - f. Literacy Materials Implementation Support Grant – shall mean the structure to engage each LEA/Public Charter/SSS in HQIM implementation support funded by the Comprehensive Literacy State Development grant.
  - g. Local Education Agency(ies) ("LEA(s)") – shall mean as defined in Tenn. Code Ann. § 49-1-103.
  - h. Tennessee Public Charter School(s) ("Public Charter(s)") – shall mean as defined in Tenn. Code Ann. § 49-13-104.

- i. Tennessee State Special Schools ("SSS") - shall mean as defined in Tenn. Code Ann. § 49-50-1001 including York Agricultural Institute, Tennessee School for the Blind, and Tennessee School for the Deaf.
- A.3. The Contractor shall provide the following direct support to each LEA/Public Charter/SSS to support HQIM implementation according to the CLSD Grant terms. The Contractor is not limited to the following services/duties:
- a. Provide the equivalent of twenty (20) in-person, direct support days to each LEA/Public Charter/SSS annually for five (5) years focused on the priorities identified in the Literacy Materials Implementation Support Grant and in a manner to be agreed upon between each LEA/Public Charter/SSS and the Contractor.
  - b. Facilitate and analyze IPG and HQIM Implementation Framework data collection three (3) times each year during the CLSD Grant term and share the collected data with the State in a method to be determined by the LEA/Public Charter/SSS.
  - c. Create three (3) Asynchronous online learning modules each year of the CLSD Grant term focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.
  - d. Maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the State on in-person, direct support days and statewide engagement during the CLSD Grant term.
  - e. Attend contractor meetings every other week with State staff to ensure alignment with statewide support and priorities identified in the Literacy Materials Implementation Support Grant.
- A.4. The Contractor shall work with each LEA/Public Charter/SSS to establish a calendar of support that identifies in-person, direct support days and IPG data collection days.
- a. The Contractor shall ensure twenty (20) support days are provided during each school year within the terms of the Contract based on the needs of the LEA/Public Charter/SSS.
  - b. The Contractor shall provide their own transportation and all costs associated with the in-person, direct support and statewide support offered within the terms of the CLSD Grant.
- A.5. The Contractor shall ensure that all employees and subcontractors provided under the Contract have a satisfactory background check prior to being assigned for service at any LEA/Public Charter/SSS. This includes an FBI and TBI check, in accordance with Tenn. Code Ann. § 49-5-413(d)(1)(A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in Tenn. Code Ann. § 49-5-413(d)(3). Clearance letters from the TBI for each employee shall be required prior to the first date of service, and the State reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.
- A.6. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.7. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective for the period beginning on December 15, 2025 ("Effective Date") and ending on June 30, 2030, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be two million, four hundred thousand dollars and zero cents (\$2,400,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Attachment A and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

The State:

Christy Wall, Assistant Commissioner (Academics and Instructional Strategy)  
 Tennessee Department of Education  
 710 James Robertson Pkwy  
 Nashville, TN 37243  
[Christy.Wall@tn.gov](mailto:Christy.Wall@tn.gov)

LEA/Public Charter/SSS:

The Contractor shall invoice the Authorized Users only for goods delivered and accepted by the Authorized Users or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the billing address that is provided by each individual Authorized User.

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Department of Education / Academics and Instructional Strategy
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
  
- b. Contractor's invoices shall:
  - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
  - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
  - (4) Include shipping or delivery charges only as authorized in this Contract.
  
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Christy Wall, Assistant Commissioner (Academics and Instructional Strategy)  
 Tennessee Department of Education  
 710 James Robertson Pkwy  
 Nashville, TN 37243  
[Christy.Wall@tn.gov](mailto:Christy.Wall@tn.gov)  
 (629) 259-1402

The Contractor:

Lin Johnson, Chief Strategy, Growth & Finance Officer  
 TNTP Inc.  
 500 Seventh Avenue, 8<sup>th</sup> Floor  
 New York, NY 10018  
[Lin.johnson@tntp.org](mailto:Lin.johnson@tntp.org)  
 (718) 233-2800

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A & B;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form

that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
    - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - (2) Any pricing related to the new lines, items, or options;
    - (3) The expected effective date for the availability of the new lines, items, or options; and
    - (4) Any additional information requested by the State.
  - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.

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

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

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

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.7. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.8. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.9. Contract Authorized Users. This Contract establishes a source or sources of supply for all Tennessee LEAs, Public Charters, and SSS. The Contractor shall provide all goods or services and deliverables as required by this Contract to all LEAs, Public Charters, and SSS. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Contract:
- a. Tennessee Local Education Agencies, as defined by Tenn. Code Ann. § 49-1-103; and
  - b. Authorized Tennessee Public Charter Schools, as defined in Tenn. Code Ann. § 49-13-104.

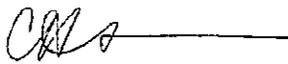
These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any

modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User.

The State is not responsible or liable for the transactions between the Contractor and Authorized Users. This Contract may not be modified by any agreement, written or otherwise, between the Contractor and any of the Authorized Users.

IN WITNESS WHEREOF,

TNTP INC.:



12/05/2025

CONTRACTOR SIGNATURE

DATE

Crystal Reichman

President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette

Digitally signed by Lizzette Reynolds\_kdm

~~LIZZETTE REYNOLDS, COMMISSIONER~~  
Reynolds\_kdm

~~Date: 2025.12.09 10:40:06~~  
-06'00'

TENNESSEE CENTRAL PROCUREMENT OFFICE:

Michael F. Perry  
by LWB

Digitally signed by Michael F. Perry by LWB  
DN: cn=Michael F. Perry by LWB, o=CPO, ou=DGS, email=Mike.Perry@tn.gov, c=US  
Date: 2025.12.05 15:40:15 -06'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

## ATTACHMENT A

## STATE APPROVED PRICING LIST

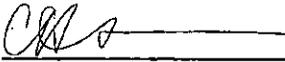
Goods or Services Description	Amount (per compensable increment)
Plan and Deliver In-Person Direct Support Days (Section A.3.a.)	\$2,000.00 / Support Day
Plan, Facilitate, and Analyze IPG and HQIM Implementation Framework Learning Walk Data Collection (Section A.3.b.)	\$3,000.00 / Data Collection
Develop and Create Asynchronous Learning Modules (Section A.3.c.)	\$5,000.00 / Learning Module
Maintain and Report LEA/Public Charter/SSS Teacher, Employee, and/or Representative Attendance Records on In-Person Direct Support Days (Section A.3.d.)	\$500.00 / Support Day
Attend Contractor Meetings (Section A.3.e.)	\$120.00 / Meeting

## ATTACHMENT B

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	89162
CONTRACTOR LEGAL ENTITY NAME:	TNTP Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	0000130932

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



## CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Crystal Reichman

President

## PRINTED NAME AND TITLE OF SIGNATORY

12/05/2025

## DATE OF ATTESTATION

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS  
 AUTHORIZING THE AMENDMENT OF THE 2025-2026 BUDGET

2026-1

COUNTY GENERAL FUND 101

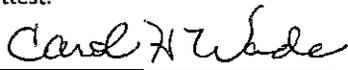
			DR	CR
<b>Bissell Pet Foundation Grant - Shelter</b>				
55120	707	Building Improvements		300,000.00
48610	BISS	Donations	300,000.00	
<b>Bissell Pet Foundation - Shelter Needs</b>				
55120	499	Other Supplies & Materials		10,000.00
48610	BISS	Donations	10,000.00	
<b>Shelter Donations - A &amp; E Services</b>				
55120	304	Architects		7,000.00
44570	A&E	Contributions & Gifts	7,000.00	
<b>Shelter Donations</b>				
55120	413	Drugs and Medical Supplies		6,866.00
44570	SHELT	Donations - Shelter	6,866.00	
<b>Opioid 23-24</b>				
55170	316	Contributions - Kid's Place		117,000.00
55170	471	Software - Sheriff's Department		21,595.00
39000		Opioid Reserve	138,595.00	
<b>Courthouse Repairs Project - OHM</b>				
51800	308	Consultants		596,000.00
39000		Hotel/Motel Reserve	596,000.00	
<b>Other Local Welfare Services</b>				
55590	341	Pauper Burials		6,000.00
39000		Fund Balance	6,000.00	
<b>Industrial Development (A &amp; D Lot)</b>				
58120	715	Land		20,000.00
39000		Fund Balance	20,000.00	
<b>Ambulance Remount</b>				
55130	718	Motor Vehicles		180,000.00
39000		Fund Balance	180,000.00	

<u>1,264,461.00</u>	<u>1,264,461.00</u>
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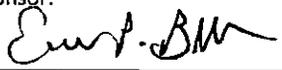
County Executive

Attest:



County Clerk

Sponsor:



Evan Baddour

**AMENDMENT RESOLUTION 2026-1**

**Authorizing the amendment of the 2025-2026  
Budget, County General Fund 101**

Upon motion of Evan Baddour and seconded by Erin Curry, it was ordered by the Court that said resolution be approved. Upon motion of Rick Carpenter and seconded by Gayle Jones, it was ordered by the Court that appropriations be voted on separately. Following discussion, motion of Carpenter and Jones was made for the Courthouse renovation and the Ambulance Service remounts to be considered separately in said amendment resolution, which said motion was put to the voice vote of the Court. Evan Baddour voted No and all others voted Aye.

The Chairman, thereupon, declared motion carried and said items to be voted on separately.

Upon motion of Rick Carpenter and seconded by Gayle Jones, it was ordered by the Court that the remaining items in said amendment be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said amendments approved.

Finance Director Beth Moore-Sumners and County Executive Graham Stowe address Commission

Finance Director Beth Moore-Sumners addressed the Commission and advised that the funds for the amendment come from Hotel/Motel Reserves. County Executive Graham Stowe added that if the bond is not approved, the funds can be transferred back to the original account next meeting.

Upon motion of Erin Curry and seconded by James Lathrop, it was ordered by the Court that said appropriation for 51800-Courthouse Repairs Project-OHM be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Annelle Guthrie, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: Terry Jones, David Wamble, Tracy Wilburn, David Adams, Rick Carpenter, Gayle Jones

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said amendment approved.

EMS Director Walter Daughtry addresses Commission

EMS Director Walter Daughtry addressed the Commission explaining details about ambulance remounts and the process and need.

Upon motion of Terry Jones and seconded by Evan Baddour, it was ordered by the Court that said appropriation for Ambulance Remounts be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: Rick Carpenter

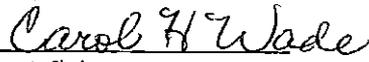
Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said amendment approved.

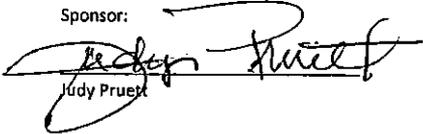
Account # Code	Description	Debit	Credit
<b>Fund 141</b>	<b>General Purpose School</b>		
	<b>Community Reinvestment for Healthier Schools</b>		
	<b>Health Services</b>		
72120-499-CRHS-100	Other Supplies & Materials		1,000.00
72120-499-CRHS-200	Other Supplies & Materials		1,000.00
72120-499-CRHS-300	Other Supplies & Materials		1,000.00
72120-499-CRHS-400	Other Supplies & Materials		1,000.00
72120-499-CRHS-500	Other Supplies & Materials		1,000.00
72120-499-CRHS-600	Other Supplies & Materials		1,000.00
72120-499-CRHS-800	Other Supplies & Materials		1,000.00
72120-499-CRHS-900	Other Supplies & Materials		1,000.00
44570-CRHS	Contributions & Gifts	8,000.00	
	<b>STEM Classroom Award (Richland School)</b>		
71100-499-TSIN-600	Other Materials & Supplies		1,688.00
71100-790-TSIN-600	Other Equipment		3,312.00
48130-TSIN-600	Contributions	5,000.00	
	<b>STEM Classroom Award (Bridgeforth Middle School)</b>		
71100-790-TSIN-400	Other Equipment		5,000.00
48130-TSIN-400	Contributions	5,000.00	
	<b>LEAPs Donation</b>		
71100-422-LEAPs	Food Supplies		500.00
44570-LEAPs	Contributions & Gifts	500.00	
	<b>Transportation</b>		
72710-338	Maintenance & Repair - Vehicles		7,396.65
49700	Insurance Recovery	7,396.65	
	<b>CCEIS to Align With State</b>		
72130-207-CCEIS	Medical Insurance		8,422.84
72130-429-CCEIS	Instructional Supplies & Materials		20,000.00
72130-524-CCEIS	In-Service/Staff Development		3,415.63
72130-790-CCEIS	Other Equipment		5,000.00
72130-124-CCEIS	Psychological Personnel	36,838.47	
	<b>Special Education Support (ASL Interpreter)</b>		
72220-189	Other Salaries & Wages		21,012.00
72220-201	Social Security		1,303.00
72220-204	State Retirement		1,614.00
72220-207	Medical Insurance		4,344.00
72220-212	Employer Medicare		305.00
72220-312	Contracts with Private Agencies	28,578.00	
		<b>91,313.12</b>	<b>91,313.12</b>

  
 \_\_\_\_\_  
 County Executive

Attest:

  
 \_\_\_\_\_  
 County Clerk

Sponsor:

  
 \_\_\_\_\_  
 Judy Prueck

**AMENDMENT RESOLUTION 2026-2**

**Authorizing the amendment of the 2025-2026  
Budget, General Purpose School Fund 141**

Upon motion of Judy Pruett and seconded by Carman Brown, it was ordered by the Court that said amendment resolution be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said amendment resolution approved.

RESOLUTION NO. 2026- 3  
RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE  
APPROVING THE COUNTY ROAD LIST FOR 2026

RECEIVED  
10/06/2026  
Daw

**WHEREAS**, The Governing Body of Giles County pursuant to T.C.A 54-10-103 has the authority to authorize the Giles County Highway Department to perform work on roads listed on the Giles County Highway Department Road List ; and

**WHEREAS**, the Governing Body of Giles County, Tennessee desires to pass this resolution and to have the approval in place if requests are made of the Giles County Highway Department to perform road work or road repairs within its jurisdiction; and

**WHEREAS**, the Governing Body of Giles County finds it advantageous for the County to authorize road repair and related work during 2026.

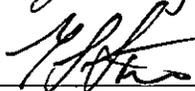
**NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF GILES COUNTY, TENNESSEE AS FOLLOWS:**

**SECTION ONE:** That the Giles County Highway Department, be and is hereby authorized to perform road repairs and associated work as deemed necessary on any of the roads listed on the County Road List during the calendar year 2026.

Further that the Giles County Highway Department will provide a copy of the County Road List to be received and filed in the office of the County Court Clerk at the beginning of each year and also a listing of changes, corrections, additions and/or deletions to the prior year's listing.

**SECTION TWO:** .All orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 20 day of January 2026.

  
\_\_\_\_\_  
County Executive

ATTEST:  
Carol H Wade  
County Court Clerk

SPONSOR:  
Frank Williams  
Highway Committee Member

**RESOLUTION 2026-3**

**Approving the County Road List for 2026**

Upon motion of Tracy Wilburn and seconded by Roger Reedy, it was ordered by the Court that said resolution be adopted, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RECEIVED  
01/06/2026 CW

RESOLUTION NO. 2026- 4

**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE  
AUTHORIZING THE HIGHWAY DEPARTMENT TO PERFORM WORK FOR THE  
CITY OF ELKTON, ARDMORE, MINOR HILL, LYNNVILLE AND PULASKI**

---

**WHEREAS**, the Governing Body of Giles County, pursuant to T.C.A. 54-7-202 has the authority to authorize the Giles County Highway Department to perform work for other governmental entities provided that the cost of the projects so authorized be reimbursed to the Giles County Highway Department; and

**WHEREAS**, the Governing Body of Giles County, Tennessee desires to pass this resolution and to have the approval in place if requests are made of the Giles County Highway Department to perform road work or road repairs within its jurisdiction; and

**WHEREAS**, the Governing Body of Giles County finds it advantageous for the County to authorize road repair and related work during 2026.

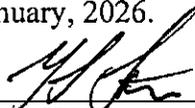
**NOW, THEREFORE BE IT RESOLVED, BY THE GOVERNING BODY OF GILES COUNTY, TENNESSEE AS FOLLOWS:**

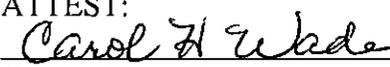
**SECTION ONE:** That the Giles County Highway Department, be and is hereby authorized to perform certain road repairs and associated work as requested by the Cities of Elkton, Ardmore, Minor Hill, Lynnville and Pulaski during the calendar year 2026.

Further that the Giles County Highway Department will provide all labor and equipment and the requesting municipality will reimburse all materials used in any road repairs and for the cost of the fuel for highway equipment and the labor expenses of the County employees.

**SECTION TWO:** All orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 20<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
COUNTY MAYOR

ATTEST:  
  
\_\_\_\_\_  
County Court Clerk

SPONSOR:  
  
\_\_\_\_\_  
Highway Committee Member

RESOLUTION

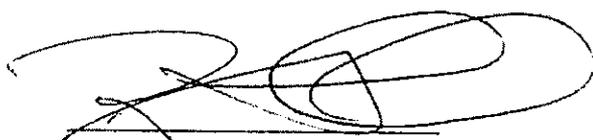
A RESOLUTION ASKING THE GILES COUNTY COMMISSION TO AUTHORIZE THE GILES COUNTY HIGHWAY DEPARTMENT TO PERFORM WORK IN THE CITY OF ELKTON, SUBJECT TO FUEL, MATERIAL AND EMPLOYEE HOURLY COMPENSATION REIMBURSEMENT.

WHEREAS, it appears the City of Elkton, Tennessee will desire the assistance of the Giles County Highway Department for street and road maintenance during the 2025-2026 fiscal year; and

WHEREAS, it is deemed necessary and appropriate to request approval from the Giles County Commission for such assistance and;

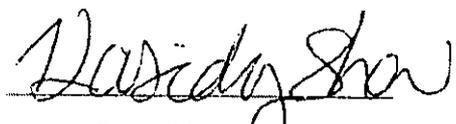
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF ELKTON, TENNESSEE, that the Mayor be authorized and directed to seek such approval from the Commission.

Passed unanimously this 8<sup>th</sup> Day of January.



Mayor Ryan Gilland

ATTEST:



Kasidy Shaw City Recorder



## Resolution NO. R-8-2026

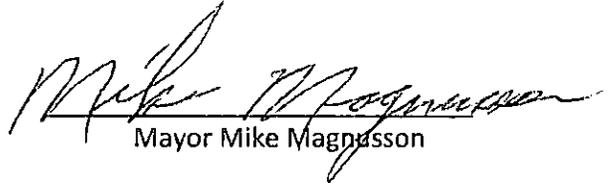
A RESOLUTION ASKING THE GILES COUNTY COMMISSION TO AUTHORIZE THE GILES COUNTY HIGHWAY DEPARTMENT TO PERFORM WORK IN THE CITY OF ARDMORE, SUBJECT TO FUEL, MATERIAL, AND EMPLOYEE HOURLY COMPENSATION REIMBURSEMENT.

WHEREAS, it appears the City of Ardmore, Tennessee will desire assistance of the Giles County Highway Department for street and road maintenance during the 2026 year; and

WHEREAS, it is deemed necessary and appropriate to request approval from Giles County Commission for such assistance; and

NOW, THEREFORE BE IT RESOLVEDD BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF ARDMORE, TENNESSEE, that the Giles County Highway Department is hereby authorized to provide work within the city limits of Ardmore, Tennessee and suck work performed will be charged only at the direct cost and expense for labor, equipment use, materials and fuel that has been approved and appropriated by the Giles County Commission

Passed unanimously this the 8 day of January 2026

  
Mayor Mike Magnusson

Attest:  
  
Lydia Randolph City Clerk

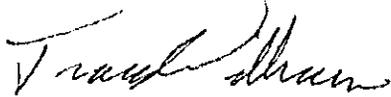
# City Of Minor Hill

P.O. BOX 69  
MINOR HILL, TENNESSEE 38473

## RESOLUTION

Whereas: The City of Minor Hill requests the Giles County Highway Department to perform roadwork for the City, for reimbursement, for the year of 2026.

Passed: December 2, 2025



Tracy Wilburn

Mayor

City of Minor Hill



Town of Lynnville  
 151 Mill Street  
 P O Box 158  
 City Hall: 931-527-3158



**Resolution #11192025**

A RESOLUTION TO ALLOW GILES COUNTY HIGHWAY DEPARTMENT TO PERFORM WORK FOR LYNNVILLE IN 2026

WHEREAS, the Town of Lynnville, has deemed it necessary to allow the Giles County Highway Department to perform work as requested by the Town of Lynnville; and

WHEREAS, the Mayor and Board of Aldermen voted to allow GCHD to perform work;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF LYNNVILLE, TENNESSEE, That the town will allow Giles County Highway Department to perform work in the town of Lynnville; and all orders and resolutions in conflict herewith be the same are hereby repealed and this resolution shall take effect immediately upon this passage.

This resolution adopted this 6 day of Jan, 2026

Timothy N. Turner Timothy N. Turner, Mayor

ATTEST: Krista J. Kern City Recorder

**A RESOLUTION RELATIVE TO ANNUAL WORK REQUEST RELATIVE TO WORK  
BY THE COUNTY HIGHWAY DEPARTMENT**

WHEREAS, the City, from time to time, is in need of assistance of the Giles County Highway Department with respect to work being done on city streets, and

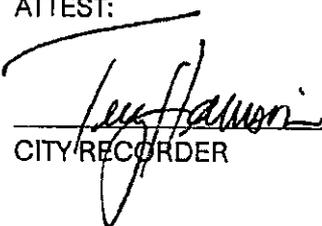
WHEREAS, the Giles County Highway Department requests that such work be performed pursuant to an annual resolution by this Board, and

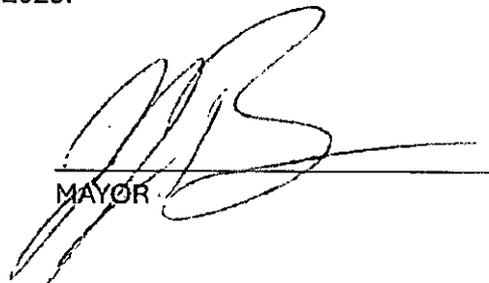
WHEREAS, such resolution is deemed by the Board to be in the best interests of the City of Pulaski.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT HEREBY RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that the Mayor and City Recorder be and they are hereby authorized, empowered and directed to request assistance from the Giles County Highway Department from time to time as necessary for street improvements in the City of Pulaski during the calendar year 2026. The City shall reimburse the Giles County Highway Department for fuel and materials reimbursement as well as hourly compensation for employees of the Giles County Highway Department.

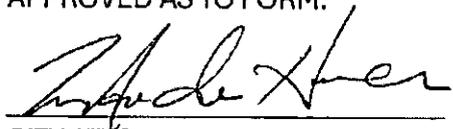
ADOPTED THIS 10<sup>th</sup> DAY OF NOVEMBER, 2025.

ATTEST:

  
CITY RECORDER

  
MAYOR

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Z. de Her", is written over a horizontal line.

CITY ATTORNEY

**RESOLUTION 2026-4**

**Authorizing the Highway Department to perform work for the City of Elkton, Ardmore, Minor Hill, Lynnville, and Pulaski**

Upon motion of Matthew Hopkins and seconded by Roger Reedy, it was ordered by the Court that said resolution be adopted, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruet, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RESOLUTION 2026-5, TO REQUEST UNCLAIMED BALANCE  
OF ACCOUNTS REMITTED TO STATE TREASURER  
UNDER UNCLAIMED PROPERTY ACT

received  
01/09/2026 CW

WHEREAS Tennessee Code Annotated Section 66-29-146(c) provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS Giles County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Unclaimed Property Act; and

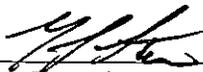
WHEREAS Giles County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and

WHEREAS it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims and that the balance of funds will be deposited in this local government's general fund;

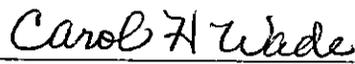
NOW, THEREFORE, BE IT RESOLVED that the county legislative body of Giles County requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-146(c). A list of remittances made by or on behalf of the local government and its agencies is attached.

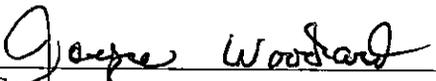
Adopted this 20<sup>th</sup> day of January 2026 by the county legislative body of Giles County, Tennessee.

Approved:

  
\_\_\_\_\_  
County Executive

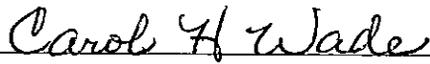
ATTEST:

  
\_\_\_\_\_  
County Clerk

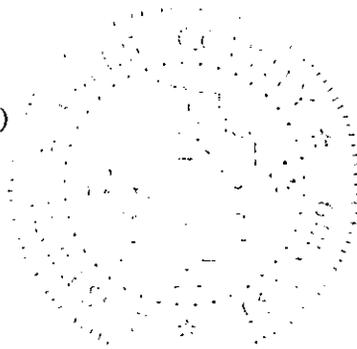
  
\_\_\_\_\_  
Sponsor

I hereby certify that this is a true and exact copy of the foregoing resolution, which was approved and adopted at a meeting held on the 20<sup>th</sup> day of January 2026, original that is on file in this office. I further certify that the Giles County Commission consists of twenty-one members, and that nineteen members voted in favor of the resolution.

(Signature)

  
\_\_\_\_\_  
\_\_\_\_\_

Seal (Title)



**REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT  
AND ITS AGENCIES**

Name of County/Municipality GILES COUNTY

Mailing Address PO BOX 678

PULASKI, TN 38478-0678

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
Giles County Board of Education				
Giles County Highway Department				
Giles County Ambulance Service				
Giles County				
Giles County Circuit Court Clerk				
Giles County Chancery Court Clerk				
Giles County Clerk				
Giles County General Sessions Judge				

I certify that any agencies included in this request are chartered under this local government.

\_\_\_\_\_  
Phone Number (Signature)

\_\_\_\_\_  
Printed Name (Title)

Date \_\_\_\_\_

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

**REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT  
AND ITS AGENCIES**

Name of County/Municipality GILES COUNTY

Mailing Address PO BOX 678

PULASKI, TN 38478-0678

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
Giles County Trustee				
Giles County Register of Deeds				
Giles County Tax Assessor				
Giles County Jail				

I certify that any agencies included in this request are chartered under this local government.

\_\_\_\_\_  
Phone Number (Signature)

\_\_\_\_\_  
Printed Name (Title)

Date \_\_\_\_\_

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

**GUIDELINES FOR LOCAL GOVERNMENTS WHO FILE A CLAIM FOR  
AND/OR HAVE RECEIVED A REFUND OF UNCLAIMED PROPERTY**

Property must be reported and remitted to Treasury 18 months prior to requesting the refund.  
*Please see TCA 66-29-101 et seq especially TCA 66-29-146(c).*

1. For a local government to receive a refund complete the **“Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer under Unclaimed Property Act”**. The local government must pass this resolution. Be sure to pass a new resolution and update it each year through December 31. This form is enclosed.
2. In order for a local government to receive a refund, they must complete the **“Remittances Filed By or On Behalf of Local Government and Its Agencies”**. This is a list of all the agencies under the local government making the claim, their holder identification number, Federal Tax ID number, the amount the agency turned over if available to the Division of Unclaimed Property, and the date of the remittance if available to the Division of Unclaimed Property. If you do not include the agency under the local government, we will NOT refund any money from that agency back to the local government. This form is enclosed.
3. **Deadline Item:** To receive a refund, submit the resolution and list of remittances by **June 1** to the Treasury Department Division of Unclaimed Property. Treasury will make the refund by June 30. The local government must resubmit a new claim the following year again by June 1. Resolutions received after June 1 will be processed the next June 1.
4. Send a cover letter on your letterhead with your resolution. Include a contact name, mailing address, email address, FEIN, and phone number. Mail resolution to UCP - Reporting, Unclaimed Property Division, P.O. Box 198649, Nashville, TN 37219-8649 or email to [ucp.holders@tn.gov](mailto:ucp.holders@tn.gov). The check will be sent to the local government.
5. Any refunded money shall be placed in the local government’s general fund; however, a sufficient cash reserve shall be maintained to insure prompt payment of claims.
6. The local government shall assume the responsibility of receiving claims against the refunded unclaimed property.

**RESOLUTION 2026-5**

**To request Unclaimed Balance of Accounts remitted to State  
Treasurer under Unclaimed Property Act**

Claims to be filed for: Giles County Board of Education  
Giles County Highway Department  
Giles County Ambulance Service  
Giles County  
Giles County Circuit Court  
Giles County Chancery Court  
Giles County Clerk  
Giles County General Sessions Judge  
Giles County Trustee  
Giles County Register of Deeds  
Giles County Tax Assessor  
Giles County Jail

Upon motion of Carman Brown and seconded by Matthew Hopkins, it was ordered by the Court that said resolution be adopted, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RESOLUTION NO. 2026-6

A REVISION OF RESOLUTION NO. 2024-22

received  
12/15/2025 CW

WHEREAS, the County Commission desires to revise Resolution No. 2024-22; and

WHEREAS, it is the intent of this body to eliminate SECTION TWO from the  
aforementioned resolution; and

WHEREAS, Commissioners are duly elected by the citizens, and this revision seeks to  
return full accountability of the Commission to those citizens; and

WHEREAS, the attendance of Commissioners shall be duly recorded and reflected in  
the official minutes of each meeting;

NOW, THEREFORE, BE IT RESOLVED by the County Legislative Body that SECTION  
TWO of Resolution No. 2024-22 is hereby eliminated, and all other sections shall  
remain in full force and effect.

This Resolution adopted this 19<sup>th</sup> day of January, 2026.

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GC Stowe, County Executive

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Carol Wade, County Clerk



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Terry Jones, Sponsor

RESOLUTION NO. 2024- 22

A RESOLUTION OF THE GILES COUNTY COMMISSION TO  
REVISE COMMISSIONER COMPENSATION  
TO FLAT MONTHLY STIPEND

WHEREAS, the compensation of legislative body members is fixed by resolution of this Commission in accordance with the TCA 5-5-107; and

WHEREAS, it is unlawful for the Commission to increase its compensation in the middle of a term; and

WHEREAS, existing compensation based on meeting attendance does not appropriately consider other duties and assignments that are currently uncompensated aspects of commission work; and

WHEREAS, a base monthly salary indexed to the County Executive salary simplifies the pay structure and incentivizes future candidates to consider public service as county commissioners; and

WHEREAS, this proposal is duly forwarded by the Legislative Committee by a 7-0 vote.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

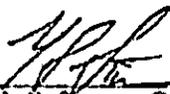
SECTION ONE: To apportion County Commissioner monthly pay based on the County Executive salary per the following formula: County Executive Annual Salary ÷ Number of Commissioners × 12 months.

SECTION TWO: Since meeting attendance is a crucial element of the commissioner's role in district representation, non-attendance of standing committee and/or full commission meetings will result in a \$50 deduction per missed committee meeting, and \$100 per missed monthly commission meeting, to be subtracted from the monthly salary.

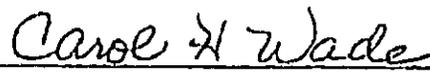
SECTION THREE: Commissioner compensation will automatically index to the County Executive's adjusted salary on July 1<sup>st</sup> of each year.

SECTION FOUR: That all orders and resolutions in conflict herewith be and the same are hereby repealed after this Resolution shall take effect on 01 September 2026.

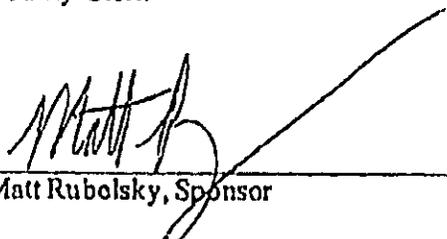
This Resolution adopted this 20th day of April 2024.

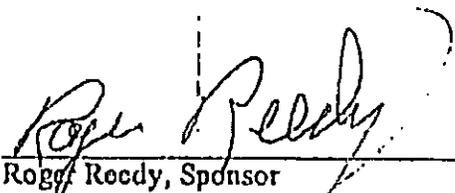
  
\_\_\_\_\_  
G. S. Stowe, County Executive

ATTEST:

  
\_\_\_\_\_  
Carol H. Wade

County Clerk

  
\_\_\_\_\_  
Matt Rubolsky, Sponsor

  
\_\_\_\_\_  
Roger Reedy, Sponsor

**RESOLUTION 2024-22 To revise commissioner compensation to flat monthly stipend**

County Executive Graham Stowe provided the following explanation of said resolution: In the interest of the public it needs to be noted that by law the commission cannot vote themselves a pay raise that would take effect during their session. Any increases in commissioner pay would take effect September 1<sup>st</sup> 2026. This resolution came out of the Legislative Committee with a 7-0 recommendation to index commissioner pay to County Executive Pay, by taking that salary, dividing by the number of commissioners, and dividing by twelve months for a flat, monthly stipend. In order to dis-incentivize missing meetings, the resolution further stipulates that commissioners would have fifty dollars deducted from their salary for each missed meeting. This resolution is sponsored by Mr. Reedy and Mr. Rubelsky.

Upon motion of Matt Rubelsky and seconded by Roger Reedy, it was ordered by the Court that said resolution be adopted. Discussion followed among Commissioners.

Upon motion of Gayle Jones and seconded by Tracy Wilburn, it was ordered by the Court that Section 2 be removed from said resolution. Additional discussion was had among commissioners. Commissioner David Wamble suggested a compromise of said amendment on the floor. Commissioners Gayle Jones and Tracy Wilburn amended their amendment to revise Section 2 so there will be no deduction for missed meetings. Commissioners discussed committee meeting attendance and the incentive to be in attendance.

Upon motion of Joyce Woodard, it was ordered by the Court that said resolution be sent back to Committee for more study. Said motion failed for lack of a second.

Motion on the floor to revise Section 2 was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Tracy Wilburn, David Adams, Tim Risner, Gayle Jones, Joseph Sutton

No: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Annelle Guthrie, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Matt Rubelsky, Evan Baddour, Rose Brown, Shelly Goolsby, Judy Pruett, Tammy Mathis

The County Executive, thereupon, declared said amendment failed for lack of majority.

Upon motion of Terry Jones and seconded by Caleb Savage, it was ordered by the Court that members failing to attend the full Commission meeting will have one hundred dollars deducted from their monthly pay. Commissioners made comments regarding said amendment. Upon motion of Annelle Guthrie, it was ordered by the Court that missed Commission meetings result in a deduction of seventy five dollars and missed committee meetings result in a deduction of forty dollars. Said motion failed for lack of a second.

Upon call for question by Matt Rubelsky, said discussion ended and said motion on the floor was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Terry Jones, David Wamble, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Evan Baddour, Rose Brown, Joseph Sutton, Shelly Goolsby, Judy Pruett, Tammy Mathis

No: Joyce Woodard, Tracy Wilburn, David Adams, Annelle Guthrie, Tim Risner, Gayle Jones, Matt Rubelsky

The County Executive, thereupon, declared motion carried and said amendment approved.

**RESOLUTION 2026-6**

**A revision of Resolution No. 2024-22**

Upon motion of Terry Jones and seconded by Gayle Jones, it was ordered by the Court that said resolution be adopted. Discussion followed among commissioners.

County Attorney Chris Williams addresses commission

County Attorney Williams addressed the Commission and explained that any government body can set its own rules, however, the Ethics Policy sets out how elected officials are accountable for their office and those who do not perform may face censure or ouster proceedings.

Discussion followed and Gayle Jones requested to remove her second of the original motion. Tracy Wilburn then seconded said motion on the floor. Upon motion of Gayle Jones, it was ordered by the Court that said resolution be replaced and the commission continue to be paid the way they are presently paid. Since her motion was to replace said resolution, County Attorney Chris Williams advised that action on the resolution on the floor be completed.

Said motion on the floor was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Terry Jones, Tracy Wilburn, David Adams, Gayle Jones

No: Erin Curry, James Lathrop, Joyce Woodard, David Wamble, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

Absent: Rose Brown

The Chairman, thereupon, declared said resolution failed for lack of majority.

received  
12/30/2025 cw

**A RESOLUTION OF THE GILES COUNTY COMMISSION  
ESTABLISHING THE ABERNATHY FIELD AIRPORT AUTHORITY**

**WHEREAS**, Abernathy Field is a public-use airport located in Pulaski, Tennessee, jointly owned by the City of Pulaski and Giles County; and

**WHEREAS**, Giles County recognizes that effective management of Abernathy Field requires coordinated governance, clear assignment of responsibilities, oversight mechanisms to ensure safety, regulatory compliance, transparency, and fiduciary responsibility; and

**WHEREAS**, joint County-City airport management is necessary to ensure its long-term financial sustainability, including the ability to fund capital improvements, maintain infrastructure, and ensure revenue-generating operations; and

**WHEREAS**, a regional airport authority will facilitate strategic planning, continuity of operations, and economic development opportunities that benefit the citizens of Giles County and the surrounding region; and

**WHEREAS**, TCA § 42-3-104 authorizes two or more municipalities and counties to create a regional airport authority by resolution of each governing body; and

**WHEREAS**, Giles County desires to establish a joint airport authority to manage, operate, and maintain Abernathy Field in a manner that promotes public safety, economic development, and accountable airport operations; and

**WHEREAS**, the Commission's May 5<sup>th</sup> 2025 Public Service Committee voted 6-1 recommending an Airport Authority for the above stated reasons; and

**WHEREAS**, the City of Pulaski adopted a similar resolution in December 2025, with the establishment of the authority now contingent upon approval by the Giles County Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:**

**Section 1. Creation of the Abernathy Field Airport Authority** - Giles County hereby participates in the creation of a regional airport authority, to be known as the Abernathy Field Airport Authority, as a public body corporate and politic under TCA § 42-3-104.

**Section 2. Appointment of Commissioners:**

- (a) The County Executive shall appoint two persons as commissioners of the Authority, with confirmation of the Giles County Commission.
- (b) The City of Pulaski shall also appoint two commissioners pursuant to its own governing body resolution.
- (c) Upon convening, the initial four commissioners shall appoint one (1) additional commissioner. If the commissioners cannot agree on the appointment of the additional commissioner, that position shall be filled by joint appointment of the County Executive and City of Pulaski Mayor.
- (d) The commissioners appointed to the Abernathy Field Airport Authority shall serve in their capacity solely as members of the Authority and shall not, by virtue of this appointment, be members of the Legislative Body or assume any powers or duties of that body.

**Section 3. Certificate of Incorporation** - The commissioners of the Abernathy Field Airport Authority shall present to the Secretary of State an application for a certificate of incorporation, which shall set forth:

- 1. That the governing bodies of Giles County and the City of Pulaski have created the Abernathy Field Airport Authority and have appointed the commissioners;

2. The name and official residence of each commissioner, together with a certified copy of the appointment evidencing their right to office, the date and place of induction into and taking oath of office, and that they desire the Authority to become a public body corporate and politic under this chapter;
3. The term of office of each commissioner;
4. The name proposed for the corporation; and
5. The location of the principal office of the proposed corporation.

**Section 4. Powers and Duties** - The Abernathy Field Airport Authority shall have the powers and duties set forth in TCA § 42-3-107, including but not limited to:

1. Planning, operating, and maintaining Abernathy Field;
2. Entering into contracts and agreements necessary to carry out its functions;
3. Acquiring, holding, and disposing of real property;
4. Issuing bonds or other obligations for airport-related projects; and
5. Promoting the use of the airport for public and commercial purposes.

**Section 5. Governance and Operations**

(a) The Authority shall be governed by a board of commissioners, consisting of the commissioners appointed pursuant to Section 2.

(b) The commissioners shall serve without compensation but shall be entitled to necessary expenses, including travel expenses, incurred in the discharge of their duties.

(c) The board of commissioners shall adopt bylaws governing its operations, including procedures for meetings, decision-making, and the appointment of officers. The appointment of officers may occur at any time determined by the board and need not be immediate upon formation.

**Section 6. Joint Operating Agreement** - Giles County shall coordinate with the City of Pulaski to enter into a joint operating agreement to outline the responsibilities, financial contributions, and operational procedures for the management and operation of Abernathy Field.

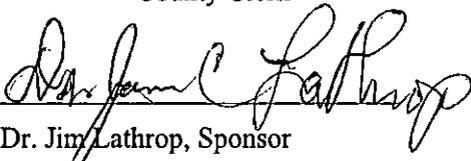
**Section 7. Effective Date** – As the City of Pulaski has already adopted its resolution, this Giles County resolution shall officially establish the framework for the Abernathy Field Airport Authority. Airport operation will continue under present organizational structure until the Airport Authority is incorporated.

**Section 8.** That all orders and resolutions in conflict herewith be and the same are hereby repealed and this Resolution shall take effect per Section 7.

This resolution adopted this 20th day of January 2026.

  
\_\_\_\_\_  
G. S. Stowe, County Executive

ATTEST: Carol H Wade  
County Clerk

  
\_\_\_\_\_  
Dr. Jim Lathrop, Sponsor

# Airport Authority Board of Commissioners

Reference Number: CTAS-481

A county legislative body may, by resolution, create an airport authority. If the county creates an airport authority, the county legislative body appoints at least five and no more than 11 commissioners to manage the affairs of the airport authority. After the initial appointments for one, two, three, four and five years to create staggered terms, the commissioners are appointed for terms of five years. T.C.A. § 42-3-103. Two or more counties or municipalities may form a regional airport authority. If such a regional airport authority is formed, the governing body of each participating local government by agreement appoints one or two commissioners to serve on the regional airport board. If each local government appoints one commissioner and this results in an even number, then the governor appoints an additional commissioner. If the method of each local government appointing two commissioners is chosen, then when the appointed commissioners convene, they appoint one additional commissioner, and if they cannot agree the governor makes the appointment. T.C.A. § 42-3-104. An additional method of forming a regional airport authority by three or more municipalities, counties and at least one political subdivision of another state is provided in § 42-3-104. Airport commissioners serve without compensation but are entitled to necessary expenses, including traveling expenses, incurred in the discharge of their duties. T.C.A. § 42-3-107.

Additionally, any county or counties may enter into an agreement for a joint action with other public agencies form a joint airport authority. T.C.A. § 42-3-202. If such joint action is taken a joint board is established pursuant to an agreement approved by the governing body of all participating governmental entities. The number of members, their terms and compensation, if any, are determined by the agreement. T.C.A. § 42-3-203.

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**Source URL:** <https://www.ctas.tennessee.edu/eli/airport-authority-board-commissioners>

**RESOLUTION 2026-7**

**Establishing the Abernathy Field Airport Authority**

Upon motion of Erin Curry and seconded by Matthew Hopkins, it was ordered by the Court that said resolution be adopted. Discussion followed among commissioners.

County Executive Graham Stowe addresses commission

County Executive Graham Stowe stated the county has an airport board under the Public Service Committee; however, they have not met recently regarding this resolution. Both the City of Pulaski and the County have three representatives each on the Airport Board.

Upon motion of Tracy Wilburn and seconded by Terry Jones, it was ordered by the Court that said resolution be sent back to the Public Service Committee for additional consideration, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Terry Jones, Tracy Wilburn, David Adams, Annelle Guthrie, Gayle Jones

No: Erin Curry, James Lathrop, Joyce Woodard, David Wamble, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

Absent: Rose Brown

The Chairman, thereupon, declared motion failed for lack of majority.

Said motion to approve resolution was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, David Wamble, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: Terry Jones, Tracy Wilburn, David Adams, Annelle Guthrie, Gayle Jones

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RECEIVED  
01/09/2026

**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE TO  
AUTHORIZE PARTICIPATION IN THE US EDUCATIONAL TECHNOLOGY  
PURCHASING ALLIANCE (USETPA)**

WHEREAS, the Governing Body of Giles County, Tennessee has elected to join the US Educational Technology Purchasing Alliance (USETPA), a program created for the benefit for government entities nationwide, and

WHEREAS, Giles County is authorized to enter into the US Educational Technology Purchasing Alliance (USETPA) pursuant to Tenn. Code Ann. 12-3-1205(b); and

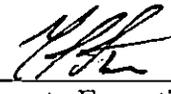
WHEREAS, Giles County desires to participate and join with other government entities in the discharge of their respective public and government purposes, objectives, needs, programs, functions, and services relative to purchasing.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

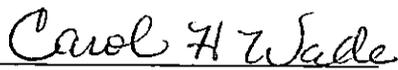
SECTION ONE: Giles County has elected to join the US Educational Technology Purchasing Alliance (USETPA)

SECTION TWO: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 20<sup>th</sup> day of January, 2026.

  
\_\_\_\_\_  
County Executive

ATTEST;

  
\_\_\_\_\_  
County Court Clerk

Sponsor:

  
\_\_\_\_\_  
Dr. Vickie Beard

**RESOLUTION 2026-8**

**To authorize participation in the US Educational Technology Purchasing Alliance (USETPA)**

Upon motion of Tracy Wilburn and seconded by Evan Baddour, it was ordered by the Court that said resolution be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RECEIVED  
01/12/2026  
Dcw

**A RESOLUTION OF THE GILES COUNTY COMMISSION TO  
FUND TOURISM THROUGH STATE AND SHORT-TERM RENTAL TAX REVENUES**

**WHEREAS**, pursuant to the Private Act of 2013, Chapter 22, Giles County is authorized to levy and collect a hotel/motel occupancy tax, with revenues generally available for county purposes including construction, maintenance, and operations of county buildings; and

**WHEREAS**, certain short-term rental tax revenues are remitted to Giles County by the Tennessee Department of Revenue pursuant to T.C.A. § 67-4-1501 et seq.; and

**WHEREAS**, T.C.A. § 67-4-1403 restricts the use of such revenues to tourism promotion, tourism development, and tourism-related activities; and

**WHEREAS**, the Giles County Commission desires to allot certain revenues—specifically (1) net revenues from state-administered collections and (2) net revenues from short-term rental operators as defined in T.C.A. § 67-4-1401(8)—to be appropriated exclusively for tourism and administered by the Giles County Chamber of Commerce, without affecting the allocation of other hotel/motel occupancy tax revenues under the Private Act; and

**WHEREAS**, the Giles County Chamber of Commerce serves as the county’s designated tourism and economic development organization and is an appropriate entity to administer such funds for tourism purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:

**Section 1. Appropriation from State-Administered Revenues.** The Giles County Chamber of Commerce shall receive one hundred percent (100%) of the net short-term rental revenues remitted to Giles County by the Tennessee Department of Revenue pursuant to T.C.A. § 67-4-1413(2).

**Section 2. Appropriation from Locally Collected Short-Term Rental Revenues.** The Giles County Chamber of Commerce shall further receive an annual appropriation equal to one hundred percent (100%) of all net revenues collected from short-term rental operators by or on behalf of Giles County pursuant to the Private Acts of 2013, Chapter 22. This applies to collections from such properties that meet the definition of short-term rental operators as defined in T.C.A. § 67-4-1401(8).

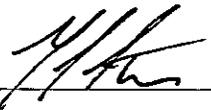
**Section 3. Use of Funds.** All appropriated funds under this Resolution shall be used exclusively for tourism promotion, tourism development, and tourism-related activities in Giles County, as authorized by T.C.A. § 67-4-1403.

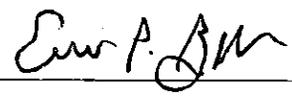
**Section 4. Reporting Requirement.** The Giles County Chamber of Commerce shall submit an annual report to the Giles County Board of Commissioners no later than June 30 of each year, detailing the receipt and expenditure of funds under this Resolution and describing the tourism activities supported by such funds.

**Section 5. Superseding Provisions.** Notwithstanding any other resolution or provision of county policy, the appropriations set forth herein apply only to the revenues specified in Sections 1 and 2. All other hotel/motel occupancy tax revenues remain subject to the Private Act and may continue to be used for county building or other authorized purposes.

**Section 6. Supplemental to Existing Appropriation.** The appropriations provided in Sections 1 and 2 of this Resolution are in addition to, and shall not replace or diminish, the County’s existing annual appropriation to support tourism.

This resolution adopted this 20th day of January 2026.

  
\_\_\_\_\_  
G. S. Stowe, County Executive

  
\_\_\_\_\_  
Evan Baddour, Sponsor

ATTEST:   
\_\_\_\_\_

**RESOLUTION 2026-9**

**To fund tourism through state and short-term rental tax revenues**

Upon motion of Evan Baddour and seconded by Judy Pruett, it was ordered by the Court that said resolution be approved.

Finance Director Beth Moore-Sumners and EDC Director Philip Reese address commission

Ms. Moore-Sumners stated that passage of this resolution would result in a reduction in the funds going to the Hotel/Motel fund. EDC Director Philip Reese stated that around \$24000.00 was collected from short-term rentals in the last year. He stated that if the commission adopts this resolution, the county can apply to the state for help in locating and licensing the short-term rentals who are not currently registered or reporting their fees. This should result in an increase in collections.

Said motion on the floor was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, David Wamble, David Adams, Annelle Guthrie, Roger Reedy, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: Terry Jones, Tracy Wilburn, Rick Carpenter, Matthew Hopkins, Caleb Savage, Gayle Jones

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RECEIVED  
01/12/2026

**RESOLUTION TO AUTHORIZE A TWELVE DOLLAR AND FIFTY CENT CHARGE  
BY GILES COUNTY COURT CLERKS FOR FELONIES PER T.C.A. § 40-3-106**

WHEREAS, as authorized by Tenn. Code Ann. § 40-14-210, this county commission has previously approved and implemented a twelve dollar and fifty cent (\$12.50) cost to be added to the cost bill and be collected in all felony criminal proceedings for the benefit and use of the public defender's office, and

WHEREAS, the Tennessee General Assembly has recently enacted similar legislation for the benefit of the District Attorney General's Office, and

WHEREAS, upon adoption of an appropriate resolution by a county legislative body, Tenn. Code Ann. § 40-3-106 makes it the duty of the Circuit Court Clerk of every court in that county having jurisdiction of state felonies to include in every felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general within the 22nd Judicial District. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended; and

WHEREAS, under Tenn. Code Ann. § 40-3-106 the aforesaid clerks may only charge the twelve dollars and fifty cents (\$12.50) upon adoption of a resolution by a two-thirds (2/3) vote of the county legislative body; and

WHEREAS, the county legislative body in Giles County, Tennessee finds that implementation and collection of the foregoing charge is in the best interests of the county.

**NOW, THEREFORE, BE IT RESOLVED** by the Giles County Commission, as follows:

SECTION 1. The Circuit Court Clerk of Giles County having jurisdiction of state felonies shall include in every felony cost bill, a charge of twelve dollars and fifty cents (\$12.50) that must be remitted to the office of the executive director of the district attorneys general conference for the purpose of providing supplemental funding for the office of the district attorney general in the 22<sup>nd</sup> Judicial District. Any unencumbered moneys and any unexpended balance of such funds remaining at the end of a fiscal year do not revert to the state general fund but must be carried forward for the purpose for which they were originally intended;

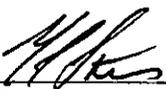
SECTION 2. All costs collected by Giles County government pursuant to this Resolution must be used for providing support services for the purpose of promoting public safety at the sole discretion of the district attorney general for the 22nd Judicial District;

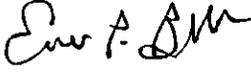
SECTION 3. Giles County may supplement the funds of the district attorney general system to promote public safety. The costs collected by Giles County under this Resolution are supplemental and in addition to any funds received under this chapter or under title 8, chapter 7 of the Tennessee Code Annotated, relative to district attorneys general;

SECTION 4. In every felony prosecution in which restitution is ordered or the privilege tax for the criminal injuries compensation fund established by *Tenn. Code Ann.* § 40-24-107 is also levied, the cost imposed by this Resolution does not have priority over collection of that restitution or privilege tax; and

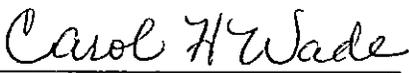
SECTION 5. This Resolution shall take effect immediately upon its passage and approval, the public welfare requiring it.

**ADOPTED** by the Giles County Commission by a two-third (2/3) vote on this 20<sup>th</sup> day of January 2026.

  
\_\_\_\_\_  
G. S. Stowe, County Executive

  
\_\_\_\_\_  
Evan Baddour, Sponsor

ATTEST:

  
\_\_\_\_\_  
Carol Wade, County Clerk

**RESOLUTION 2026-10**

**To authorize a twelve dollar and fifty cent charge by Giles  
County Court Clerks for felonies per T.C.A 40-3-106**

Upon motion of Carman Brown and seconded by Matthew Hopkins, it was ordered by the Court that said resolution be approved, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: None

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution approved.

RESOLUTION NO. 2026-11

received  
01/12/2026 CW

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,500,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF GILES COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Giles County, Tennessee (the "County") that for the purpose of providing funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all real and personal property associated therewith; (iii) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$8,500,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate permitted by Tennessee law, and shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Giles County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$8,500,000 general obligation public improvement bonds 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, to-wit:

NOTICE

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 protesting the issuance of the bonds, such bonds will be issued as proposed.

Carol Wade, County Clerk

Adopted and approved this 20<sup>th</sup> day of January, 2026.

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Graham Stowe, County Executive

ATTEST:

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Carol Wade, County Clerk

SPONSOR:

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*Eric P. Blum*

STATE OF TENNESSEE )

COUNTY OF GILES )

I, Carol Wade, certify that I am the duly qualified and acting County Clerk of Giles County, Tennessee, and as such official I further certify that attached hereto is a true and correct copy of a resolution adopted by the Board of County Commissioners of the County at a regular meeting of said Board held on January 20, 2026 relating to the authorization of not to exceed \$8,500,000 of General Obligation Public Improvement Bonds of the County.

WITNESS my official signature this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Clerk

(SEAL)

48751042.3

**RESOLUTION 2026-11**

**An Initial Resolution authorizing the issuance of not to exceed \$8,500,000 of General Obligation Public Improvement Bonds of Giles County, Tennessee**

Upon motion of Erin Curry and seconded by Evan Baddour, it was ordered by the Court that said resolution be adopted

Discussion followed among commissioners regarding said resolution. Upon motion of Terry Jones and seconded by Rick Carpenter, it was ordered by the Court that said resolution be rescinded. The County Attorney stated that there was already a motion and second on the floor, so said resolution could not be rescinded at this point.

Additional discussion followed and upon motion of Roger Reedy and seconded by Carman Brown, it was ordered by the Court that said resolution be amended from a 15-year term to a 20-year term.

Recess

Upon motion of Rick Carpenter and seconded by Annelle Guthrie, it was ordered by the Court that a five-minute recess be taken, which said motion was put to the voice vote of the Court and carried.

County Executive Graham Stowe introduced Ashley McNulty

Following said recess, County Executive Graham Stowe introduced Ashley McNulty to the Commission to answer questions regarding the bond issue. Motion of Roger Reedy seconded by Carman Brown was withdrawn as the bond term is not included in the Initial Resolution. Additional discussion followed and County Executive Stowe confirmed that if said bond resolution is approved, publicized and advertised, the commission is committing to borrow funds. There is a provision to adjust the amount borrowed.

Said motion on the floor was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Roger Reedy, Brad Butler, Matt Rubelsky, Evan Baddour, Shelly Goolsby, Judy Pruett, Carman Brown

No: Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Caleb Savage, Gayle Jones

Absent: Rose Brown

The Chairman, thereupon, declared motion failed for lack of a majority vote.

2026-12

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) IN AGGREGATE PRINCIPAL AMOUNT, OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF GILES COUNTY, TENNESSEE, MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

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WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Giles County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation public improvement bonds of the County to provide the funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the issuance of general obligation bonds to finance public works projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did on the date hereof adopt an initial resolution (the "Initial Resolution") proposing the issuance of not to exceed \$8,500,000 in aggregate principal amount of general obligation bonds to finance the Projects, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$8,500,000 in aggregate principal amount of its general obligation public improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$8,500,000 in aggregate principal amount of General Obligation Public Improvement Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Executive shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" means Giles County, Tennessee;

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Governing Body" means the Board of County Commissioners of the County;

(l) "Municipal Advisor" means Stephens Inc.;

(m) "Projects" means (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; and (ii) acquisition of all property, real and personal, related to the foregoing; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing;

(n) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the County Executive pursuant to Section 3 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. Approximate debt service is attached hereto as Exhibit A, subject to change by the County Executive, as permitted by Section 8 hereof. The estimated of costs issuance of the Bonds are also attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the County for funds previously expended for the Projects, if any; and (iii) pay the costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$8,500,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Public Improvement Bonds" and shall be dated their date of issuance and

have such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, and estimated amounts provided in Exhibit A attached hereto.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Executive of the County is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive of the County. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Executive is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the

Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of twenty (20) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent,

may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Executive and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC

PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:



notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue, of which this Bond is one, maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final  
Maturity

Redemption  
Date

Principal Amount  
of Bonds  
Redeemed

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as

hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ \_\_\_\_\_ and issued by the County for the purpose of providing funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all real and personal property associated therewith; (iii) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on \_\_\_\_\_, 2026 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

GILES COUNTY

BY: Form - do not sign  
County Executive

(SEAL)

ATTESTED:

Form – do not sign  
County Clerk

Transferable and payable at the  
Designated corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_) the within Bond of Giles County, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Bond Form]

Section 7. Levy of Tax. The County, through its Governing Body, shall 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 principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of,

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premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99.00%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Executive in consultation with the Director of Finance and the Municipal Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Executive in consultation with the Director of Finance and the Municipal Advisor. The County Executive is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Executive is further authorized with respect to Bonds, or any series thereof to:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County, cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not be later than April 1, 2046;

(6) adjust or remove the County's optional redemption provisions of the Bonds including, but limited to, making the Bonds non-callable or making the first optional redemption date earlier than set forth herein, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as he shall deem most advantageous to the County; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy

issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(b) The County Executive is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Executive is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Executive is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(c) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The County Executive and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive is hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit B.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) the remainder of the proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Public Improvement Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Executive to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects (or reimburse the County for the prior payment thereof), including

necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and at the discretion of the County Executive in consultation with the Director of Finance (i) retained in the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) retained in the Construction Fund to the extent needed for the Projects or (iii) transferred to the County's debt service fund to the extent permitted by applicable law. After completion of the Projects any funds remaining in the Construction Fund, including earnings from such investments, shall be deposited to the County's debt service fund, subject to any modifications by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Executive, the County Clerk and the Director of Finance, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive, the County Clerk and the Director of Finance, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive, the County Clerk and the Director of Finance, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Executive, the County Clerk and the Director of Finance, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

No final Official Statement shall be required if the Bonds are sold to a purchaser that certifies that it does not intend to re-offer the Bonds to the public.

Section 11. Tax Matters. The County recognizes that the purchasers and owners of each series of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest

thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of such Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of each series of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Executive, the County Clerk and the Director of Finance, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such

principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Qualified Tax-Exempt Obligations. The County Executive is hereby authorized to designate the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, to the extent the Bonds may be so designated and to the extent not "deemed designated".

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto, if any. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds. 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.

Section 18. 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 19. 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 \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Graham Stowe, County Executive

ATTEST:

\_\_\_\_\_  
Carol Wade, County Clerk

SPONSOR:

        *Erin P. Sullivan*

EXHIBIT A

ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE\*

15 Year Amortization

Estimated Debt Service Schedule by Budget Year

Date	Principal	Coupon	Interest	Total P+I
06/30/2026	-	-	-	-
06/30/2027	440,000.00	2.650%	291,018.75	731,018.75
06/30/2028	475,000.00	2.550%	252,902.50	727,902.50
06/30/2029	490,000.00	2.600%	240,790.00	730,790.00
06/30/2030	500,000.00	2.650%	228,050.00	728,050.00
06/30/2031	515,000.00	2.700%	214,800.00	729,800.00
06/30/2032	530,000.00	2.750%	200,895.00	730,895.00
06/30/2033	545,000.00	2.850%	186,320.00	731,320.00
06/30/2034	560,000.00	3.000%	170,787.50	730,787.50
06/30/2035	575,000.00	3.050%	153,987.50	728,987.50
06/30/2036	590,000.00	3.250%	136,450.00	726,450.00
06/30/2037	610,000.00	3.400%	117,275.00	727,275.00
06/30/2038	630,000.00	3.500%	96,535.00	726,535.00
06/30/2039	655,000.00	3.600%	74,485.00	729,485.00
06/30/2040	680,000.00	3.650%	50,905.00	730,905.00
06/30/2041	705,000.00	3.700%	26,085.00	731,085.00
<b>Total</b>	<b>\$8,500,000.00</b>	<b>-</b>	<b>\$2,441,286.25</b>	<b>\$10,941,286.25</b>

\*The underwriting expense will be determined by competitive bid and is not reflected in the chart above. The maximum discount allowed in the Resolution and the maximum amount that is expected to be permitted in the bids is 1.0%, depending on the lowest true interest cost bidder.

**COSTS OF ISSUANCE DETAIL**

Licensed Municipal Advisor.....	\$38,500.00
Bond Counsel.....	\$18,000.00
Rating Agency Fee.....	\$23,000.00
Registration/Paying Agent.....	\$1,000.00
I-Preo Electronic Bidding Fee.....	\$1,500.00

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

\_\_\_\_\_, 2026

Giles County, Tennessee  
222 W. Madison Street  
Pulaski, Tennessee 38478  
Attention: Graham Stowe, County Executive

**Re: Issuance of Not to Exceed \$8,500,000 in Aggregate Principal Amount of  
General Obligation Public Improvement Bonds**

Dear Mr. Stowe:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Giles County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance county projects identified in a detailed bond resolution (the "Resolution") authorizing the Bonds, adopted on the date hereof, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any

other debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

#### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$18,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above or the bonds are issued in more than one series; (b) if material changes in the structure or schedule of the respective financings

occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

### **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

**CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**GILES COUNTY, TENNESSEE:**

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_  
Graham Stowe, County Executive

By: \_\_\_\_\_  
Betsy Knotts, Counsel

STATE OF TENNESSEE     )  
COUNTY OF GILES        )

I, Carol Wade, certify that I am the duly elected, qualified and acting County Clerk of Giles 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 the County held on January 20, 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 amount General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Clerk

(SEAL)

48751031.3

**RESOLUTION 2026-12**

**Authorizing the issuance of not to exceed eight million five hundred thousand dollars (\$8,500,000) in Aggregate Principal amount, of General Obligation Public Improvement Bonds of Giles County, Tennessee, making provision for the issuance, sale and payment of said bonds; Establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds**

Because 2026-11, the initial resolution failed for lack of a majority, Mr. McNulty informed the commission that the bonds cannot be issued without passage of the Initial Resolution which is required by Tennessee Code. This is the announcement to the public that the county is planning to issue bonds.

Upon motion of Gayle Jones and seconded by Matthew Hopkins, it was ordered by the Court that said resolution be stricken from the agenda, which said motion was put to the roll call vote of the Court, the detailed results were as follows, to-wit:

Aye: Erin Curry, James Lathrop, Joyce Woodard, Terry Jones, David Wamble, Tracy Wilburn, David Adams, Annelle Guthrie, Rick Carpenter, Matthew Hopkins, Roger Reedy, Caleb Savage, Brad Butler, Gayle Jones, Carman Brown

No: Evan Baddour, Shelly Goolsby, Judy Pruett

Abstain: Matt Rubelsky

Absent: Rose Brown

The Chairman, thereupon, declared motion carried and said resolution stricken from said agenda.

Additional discussion followed concerning the Courthouse Renovation project. Several expressed the opinion that the commission is not moving forward. The issue of funding and paying off the expenditure was discussed.

County Executive Graham Stowe stated that there is a five-million-dollar scope of work plan which has already been evaluated and rejected in favor of the \$8.5 million plan. He stated that he will resend this out to the Commission.

**11. UNFINISHED BUSINESS: CONTRACTS AGREEMENTS AND GRANTS**

Consideration of the OHM amendment was delayed until this point, however, since said Initial Resolution and Resolution were not approved, no action was needed on this amendment.

**12. NEW BUSINESS**

There was no new business to be considered at said meeting of the Giles County Legislative Body.

**13. ANNOUNCEMENTS**

Erin Curry serves on the Board of The Shelter. She stated that from April to December of last year, The Shelter which has a location here in Pulaski has served 56 women and children. The Shelter served a total of 186 individuals in Giles, Lawrence and Wayne Counties last year. Included in those

served were 14 men. She reminded all that The Shelter's annual partnership dinner which will be March 3 at the Faith Church in Lawrenceburg.

Chairman Wamble reminded all that Mr. Sutton's replacement will be elected on February 17, 2026.

**ADJOURNMENT**

With no other business on the agenda, upon motion of Tracy Wilburn and seconded by Matthew Hopkins at 12:09 PM.