

RESOLUTION

No. 2021 / 05 / 01

RESOLUTION IN REF: **RESOLUTION TO ESTABLISH AN UPDATED
OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN,
DEVISE RULES AND REGULATIONS, AND TO PROVIDE
FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION
OF SUCH PROGRAM PLAN**

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the County of Hawkins, hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE County of Hawkins that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of County of Hawkins.

PURPOSE:

The County of Hawkins in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards;
and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy

of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of County of Hawkins apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the County of Hawkins, the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, **RANDY PRICE**, is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering the Program Plan pursuant to this resolution shall be made available as authorized by the County of Hawkins.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the County of Hawkins requiring it.

Introduced By Esq. Jason Roach

Seconded By Esq.
Date Submitted

4/26/2021

County Clerk

By:

Chairman

Mayor

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call

Voice Vote

Absent

COMMITTEE ACTION

Mayor's Action: Approved Veto

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF COUNTY OF HAWKINS

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of County of Hawkins.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The County of Hawkins in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. **COMMISSIONER OF LABOR** and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means the County of Hawkins and includes each administrative department, board, commission, division, or other agency of the County of Hawkins
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR** means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of County of Hawkins

- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. **APPOINTING AUTHORITY** means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT or WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. **SERIOUS INJURY or HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. **ACT or TOSH Act** shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. **GOVERNING BODY** means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. **CHIEF EXECUTIVE OFFICER** means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free

from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of

the standards or any other health or safety hazards.

- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 - 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 - 9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program

Plan within their respective areas.

1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have

been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.

- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he/she is assigned to work in conditions which might affect his/her health, safety, or general welfare at the present time or at any time in the future, he/she should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his/her health, safety, or general welfare. The employee should sign the letter but need not do so if he/she wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he/she may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his/her original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he/she may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):
 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical

reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocuting; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:

1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:

1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right

to file their complaint with the Commissioner of Labor and Workforce Development within the same 30-day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX – I WORK LOCATIONS

ORGANIZATIONAL CHART

Work Locations Listing

General Fund, Solid Waste Fund and Highway Fund

Name and Address of Workplace	# of Employees
Agriculture Extension Office 3815 Highway 66 S, Suite 12 Rogersville, TN 37857 423-272-7241	6
Administration Building 150 East Washington Street Rogersville, TN 37857 423-272-7359	10
Church Hill City/County Building 300 East Main Street Church Hill, TN 37642 County Clerk 423-357-3361 Circuit Court Clerk 423-357-4441 Trustee 423-357-4391 Sheriff 423-357-6921	3
County Attorney	1
County Commissioners Courthouse 100 East Main Street Rogersville, TN 37857	21
Courthouse 100 East Main Street Rogersville, TN 37857 Clerk & Master 423-272-8150 Veterans' Services 423-272-5077	6
Courthouse Annex 110 East Main Street Rogersville, TN 37857 County Clerk 423-272-7002 Election Commission 423-272-8061 Property Assessor 423-272-8505 Register of Deeds 423-272-8304 Trustee 423-272-7022	33

EMA Director 150 E. Washington Street Rogersville, TN 37857 423-272-8059	3
Health Department, Church Hill 247 Silver Lake Road Church Hill, TN 37642 423-357-5341	19 (Mixture of State and County Employees. Some employees between Church Hill & Rogersville)
Health Department, Rogersville 201 Park Boulevard Rogersville, TN 37857 423-272-7641	12 (Mixture of State and County Employees. Some employees between Church Hill & Rogersville)
Highway Department 144 Flora Ferry Road Rogersville, TN 37857 423-272-7370	35
Justice Center and Jail Complex 115 Justice Center Drive Rogersville, TN 37857 Circuit Court Clerk 423-272-3397 General Sessions Judge 423-272-3300 Juvenile Court/Services 423-272-2904 Maintenance 423-921-4973 Sheriff 423-272-4848 Jail 423-272-6968	146
Kenner House 403 East Main Street Rogersville, TN Currently No Telephone	Currently unoccupied
Laurel Run Park 364 Laurel Run Park Road Church Hill, TN 37642 423-357-8110 276-594-1748	4 (These employees rotate between Laurel Run and St. Clair Park)
Maintenance Building 150 East Washington Street Rogersville, TN 37857 423-921-4973	2
Natural Resources Conservation Office (Soil Conservation)	1

1401 East Main Street
Rogersville, TN 37857
423-272-0217

Senior Citizens Center 3
407 East Main Street
Rogersville, TN 37857
423-272-9186

St. Clair Park The employees rotate between Laurel Run and St. Clair Park
St. Clair Park Circle
Bulls Gap, TN 37711
423-357-8110
276-594-1748

Industrial Development 1
107 East Main Street, Suite 221
Rogersville, TN 37857
423-272-7688

Burem Road Convenience Center 1
1003 Burem Road
Rogersville, TN 37857
423-272-3479

Carter's Valley Convenience Center 2
4266 Carter's Valley Road
Church Hill, TN 37642
423-357-8901

Clinch Valley Convenience Center 1
3796 Highway 70 North
Eidson, TN 37731
423-272-6759

Highway 113 Convenience Center 2
309 Highway 113
Rogersville, TN 37857
423-235-5145

Hunt's Gap Convenience Center 1
260 Ensor Road
Church Hill, TN 37642
423-357-8537

Lakemont Convenience Center 2
106 Lakemont Drive
Mooresburg, TN 37811

423-272-3491

Lakeview convenience Center 8580 Highway 11-W Rogersville, TN 37857 423-272-6348	2
---	---

Rock Hill Convenience Center 1629 Highway 70 North Rogersville, TN 37857 423-272-5079	1
--	---

Stanley Valley Convenience Center 1403 Stanley Valley Road Surgoinsville, TN 37873 423-345-3754	1
--	---

Recycling Center/Litter Program 8580 Highway 11-W Rogersville, TN 37857 423-272-2027	5
---	---

Waste Pickup Drivers 1003 Burem Road Rogersville, TN 37857 423-272-3479 423-921-2415	4
--	---

TOTAL NUMBER OF EMPLOYEES FOR COUNTY GOVERNMENT OFFICES

General Fund	306
Highway Fund	39
Solid Waste Fund	18
County Commissioners	21
Attorney	1
TOTAL	385

APPENDIX – I WORK LOCATIONS

ORGANIZATIONAL CHART

Work Locations Listing

BOARD OF EDUCATION & SCHOOLS

Name and Address of Workplace	# of Employees
Hawkins County Schools Central Office 200 North Depot Street Rogersville, TN 37857 423-272-7629 423-272-7620	15
Hawkins County Schools Teachers Center 200 North Depot Street Rogersville, TN 37857 423-272-4503	4
Hawkins County Schools Food Service Building 200 North Depot Street Rogersville, TN 37857 423-272-2128	11
Hawkins County Schools Special Education 200 North Depot Street Rogersville, TN 37857 423-272-3455 423-272-2168	19
Hawkins County Schools Family Resource Center 954 East McKinney Avenue Rogersville, TN 37857 423-272-9621	2
Hawkins County Schools Maintenance Department 2269 East Main Street Rogersville, TN 37857 423-272-8551	24

Hawkins County Schools 10
Bus Repair Shop
1108 East Main Street
Rogersville, TN 37857
423-272-7135

Hawkins County Schools These are the same individuals as the Family Resource Center employees
Early Childhood Learning
954 E. McKinney Avenue
Rogersville, TN 37857
423-272-7837

Bulls Gap School 57
315 Allen Drive
Bulls Gap, TN 37711
423-235-5201

Carter's Valley Elementary School 45
1006 North Central Avenue
Church Hill, TN 37642
423-357-7450

Cherokee High School 111
2917 Highway 66 South
Rogersville, TN 37857
423-272-6507
423-272-3556

Church Hill Elementary School 48
400 Old Stage Road
Church Hill, TN 37642
423-357-5621

Church Hill Middle School 48
208 Oak Street
Church Hill TN 37642
423-272-9390

Clinch School 31
1010 Clinch Valley Road
Sneedville, TN 37869
423-272-3202

Hawkins Elementary School 47
1121 East Main Street

Rogersville, TN 37857
423-272-2632

Joseph Rogers Primary School 52
2001 East Main Street
Rogersville, TN 37857
423-272-9110

Keplar Elementary School 16
1914 Burem Road
Rogersville, TN 37857
423-272-9390

McPheeter's Bend Elementary School 14
1115 Goshen Valley road
Church Hill, TN 37642
423-357-6822

Mooreburg Elementary School 31
305 Highway 31
Mooreburg, TN 37811
423-272-9597

Mt. Carmel Elementary School 45
127 Cherry Street
Mt. Carmel, TN 37645
423-357-7221

Rogersville Middle school 58
958 East McKinney Avenue
Rogersville, TN 37857
423-272-7603
423-272-6652

St. Clair Elementary School 30
1350 Melinda Ferry Road
Bulls Gap, TN 37711
423-235-2721

Surgoinsville Elementary School 56
1010 Main Street
Surgoinsville, TN 37873
423-345-2153

Surgoinsville Middle School 45
1044 Main Street
Surgoinsville, TN 37873
423-345-2252

Volunteer High School	108
1050 Volunteer Boulevard	
Church Hill, TN 37642	
423-357-3641	

Church Hill Intermediate School	49
301 Park Avenue	
Church Hill, TN 37642	

Pathways alternative School	13
942 East McKinney Avenue	
Rogersville, TN 37857	

TOTAL NUMBER OF EMPLOYEES FOR BOARD OF EDUCATION

BOE Offices	85
BOE Schools	<u>904</u>
TOTAL	989

GRAND TOTAL NUMBER OF EMPLOYEES

County Offices	385
Board of Education	<u>989</u>
TOTAL	1,374

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF COUNTY OF HAWKINS

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or Hawkins County Mayor.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before _____ for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of County of Hawkins is available for inspection by any employee at Hawkins County Mayor's Office during regular office hours.

Signature: Jim Lee, HAWKINS COUNTY MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that County of Hawkins has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, inpatient hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third-degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left-hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the simpler an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

RESOLUTION

No. 2021 / 05 / 02

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of May, 2021.

RESOLUTION IN REF: CONFIRMATION OF APPOINTMENT AND REAPPOINTMENT OF BOARD MEMBERS FOR THE HAWKINS COUNTY E-911 BOARD APPOINTED BY THE COUNTY MAYOR

Whereas, the county legislative body wishes to provide for future commissions and future E-911 boards an attached narrative describing reasons for presenting this resolution to formally clarify the duly appointed board members, and

Whereas, the Mayor of Hawkins county desires to appoint members of the E-911 board in a manner consistent with the laws of the State of Tennessee, and

Whereas TCA code 7-86-105(b)(1) states members of the E-911 board appointed by the county mayor must be confirmed by the legislative body, and

WHEREAS, the members and terms of this board being appointed or reappointed are as follows:

For Appointment are:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Citizen	Peggy Ray	4 Years	June 30, 2024
Rescue Squad	Jarrell Moore	4 Years	June 30, 2022

WHEREAS, other members and terms already appointed are as follows:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Citizen	Andy Stump	4 Years	June 30, 2024
County Representative	Meredith Bachman	4 Years	June 30, 2022
County Citizen	Fred Castle	4 Years	June 30, 2021
Rogersville Police Dept	Doug Nelson	4 Years	June 30, 2021
TN Highway Patrol	David Good	4 Years	June 30, 2022
County Commissioner	Michael Herrell	4 Years	June 30, 2021
Law-Enforcement-Sheriff	Ronnie Lawson	4 Years	August 31, 2022
Ex-Officio Member			
County Mayor	Jim Lee	4 Years	August 31, 2022

NOW THEREFORE BE IT RESOLVED that the above names be confirmed for appointment to serve on the Hawkins County E-911 Board of Directors for the specified terms.

Introduced By Esq. Jason Roach

Seconded By Esq. _____

Date Submitted 5/6/2021

James J. Davis
County Clerk

By: _____

Mayor _____

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION _____

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2021 1 05 1 03

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of May, 2021.

RESOLUTION IN REF: APPROVAL OF A SPEED LIMIT OF 20 MPH ON JIM TOWN ROAD

WHEREAS, the State of Tennessee allows for counties to set the speed limit on county roadways; and

WHEREAS, the Road Committee met on April 4, 2021, and voted to lower the speed limit to 25 MPH for cars and 15 MPH for big trucks.

WHEREAS, in light of recent developments the speed limit should be decreased from 25 to 20 MPH for all vehicles on the following road:

JIM TOWN ROAD at 20 mph

THEREFORE, BE IT RESOLVED that a 20-mph speed limit on Jim Town Road be approved and the Hawkins County Highway Department place speed limit signs on said roads.

Introduced By Esq Rick Brewer

Seconded By Esq. _____

Date Submitted 5-7-2021

County Clerk Nancy S. Davis

By: _____

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent: _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2021 05104

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of May, 2021.

RESOLUTION IN REF: APPROVAL OF GRANT ACCEPTANCE AND BUDGET AMENDMENT FOR GRANT FUNDS IN THE AMOUNT OF \$200,000 FROM THE STATE OF TENNESSEE, DIVISION OF AERONAUTICS FOR AIRPORT LAYOUT PLAN UPDATE

Whereas, the State of Tennessee, Division of Aeronautics has offered Hawkins County a grant in the amount of \$200,000 for and update to the Airport Layout Plan as required by Federal and State guideline: and

WHEREAS, the grant is funded from the Federal Non-Primary Entitlement, State and Local funds. Hawkins County will have a match of \$6,561, which was budgeted for in the FY 2020-21 budget.

THEREFORE, BE IT RESOLVED that approval be given to accept said grant for the update of the Airport Layout Plan: and

FURTHER, approves the following budget amendment to put the funds in General Funds 101 of the FY 2020/21 Budget.

General Fund 101	<u>Increase Revenue</u>	<u>Amount</u>
	Acct. 47590	\$200,000
	<u>Increase Expenditure</u>	<u>Amount</u>
	Acct. 58220 702	\$200,000

Introduced By Esq. Mike Herrell, Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 5-10-2021

County Clerk [Signature]

By: _____

Chairman _____

Mayor _____

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No 2021 / 05 / 05

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of
Commission in Regular Session, met this 24th day of May, 2021.

**RESOLUTION IN REF: APPROVAL TO DECLARE A KOBOTA MOWER, A FORD TRACTOR, AND AN
ECHO WEED EATER SURPLUS EQUIPMENT**

WHEREAS, there is Zero Turn Kubota lawnmower that was used for several years at Laurel Run Park and is now
in-operable and needs to be disposed of; and

WHEREAS there is a Ford 3000 Tractor at the airport that is no longer being used and needs repairs that also need
disposed of.

WHEREAS there is an Echo Weed eater at the airport that is no longer being used and needs repairs that also need
disposed of.

NOW, THEREFORE BE IT RESOLVED that approval be given to surplus a Kubota Zero Turn Mower, a Ford
3000 Tractor, and an ECHO Weed eater permission given to properly dispose.

Introduced By Esq. Keith Gibson

Seconded By Esq. _____

Date Submitted 5-10-2021

Harvey J. Davis
County Clerk

By: _____

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2021 / 05 / 06

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of
Commission in Regular Session, met this 24th day of May, 2021.

RESOLUTION IN REF: APPROVAL OF A THREE (3) YEAR LEASE FOR A VOTING, INCLUDING EARLY,
PRECINCT LOCATION TO BE USED DURING ANY COUNTY, STATE, OR
FEDERAL ELECTION HELD IN HAWKINS COUNTY

WHEREAS, there are locations in the county designated as Polling Precincts where citizens cast their vote for all
primary and general elections on the county, state, and federal level. Some of these locations are owned by others
rather than being County property. These locations are rented/leased to the County for the time needed to hold the
elections for a sum; and

WHEREAS, in an open meeting held on April 12, 2021, the Hawkins County Election Commission approved the
following location as an early voting precinct, and

WHEREAS, the following Polling Precinct must have a current contract for voting to be held in 2021 and for future
years. The dollar amount to lease the premises for the necessary period before and through early voting is listed.
and the lease contract is attached for approval.

<u>Precinct</u>	<u>Amount</u>	<u>Polling Precinct and Address</u>
Early Voting-Church Hill Including Regular	\$75.00 per day	Masonic Clay Lodge 111 Hamilton Street Church Hill, Tennessee 37642

THEREFORE, BE IT RESOLVED that the lease agreement for the above-referenced voting precinct is approved for
three years beginning June 1, 2021.

Introduced By Esq. Keith Gibson

Seconded By Esq. _____

Date Submitted 5-10-2021

County Clerk [Signature]

By: _____

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

LEASE

THIS LEASE, by and between MASONIC CLAY LODGE, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessees sufficient space as reason required by the Hawkins County Election Commission on that real estate owned by it known as Masonic Clay Lodge situated in the 9th Civil District of Hawkins County, Tennessee, in Deed Book 125 at page 938, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all election as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on each early voting day.

The consideration for the aforesaid shall be the sum of Seventy-Five (\$75.00) Dollars for each early voting day used and this lease shall be effective for three (3) years beginning June 1, 2021; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, shall automatically renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

The Hawkins County Mayor executes this lease on behalf of Lessee.

This the ____ day of May, 2021.

Name: _____

Title: _____

Masonic Clay Lodge

Hawkins County, Tennessee

Jim Lee

Hawkins County Mayor

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally, appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, _____, Masonic Clay Lodge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at the office, this _____ day of May, 2021.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared JIM LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of Hawkins County, Tennessee, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee by himself as County Mayor.

WITNESS my hand and official seal at the office, this _____ day of May, 2021.

Notary Public

My Commission Expires: _____

RESOLUTION

No. 2021 1 05 107

To the Honorable Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular session, met this 24th day of May, 2021.

RESOLUTION IN REFERENCE: To approve and appropriate the remaining balance of the 2020 Combined Public Communications Grant to Hawkins County Sheriff's Office earmarked for Hawkins County Jail. To appropriate the commission from the telephone to the general fund. To appropriate 50 percent of the commission of the Chirping to the General Fund and 50 percent to be earmarked assigned by accounts and budget to the Hawkins County Jail.

WHEREAS, the Hawkins County Sheriff's Office entered into a 48 month contract in August of 2020 with Combined Public Communications which included a \$40,000. Tech Grant for 2020.

WHEREAS, the Hawkins County Sheriff's Office has to date utilized \$23,710, the remaining \$16,290 earmarked assigned by Accounts and Budget.

WHEREAS, the commissions from the telephones be appropriated to the General Fund.

WHEREAS, the Hawkins County Sheriff's Office entered into a 48 month contract in March of 2020 for Chirping. The commissions be appropriated 50 percent to General Fund and 50 percent earmarked assigned by Accounts and Budget to Hawkins County Jail.

NOW THEREFORE BE IT RESOLVED the County Commission of Hawkins County, Tennessee, assembled in Regular Session, hereby approve the funds to be used in accordance with the Grant terms and appropriate the above funds as stated. Hawkins County Board of Commission approves the contracts with Combined Public Communication.

Introduced By Esq. Hannah Winegar

Seconded By Esq. _____

Date Submitted 05-10-2021


County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY ABSTAIN

Roll Call _____ _____ _____

Voice Vote _____ _____ _____

Absent _____ _____ _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____



Combined Public
Communications

CyberPath Services, LLC
An Affiliate of Combined Public Communications, LLC
Inmate Messaging Service

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service¹ for inmate usage called Chirping to the Hawkins County Sheriff's Office (Customer) with its principle place of business at 117 Justice Center Drive in Rogersville, TN 37857 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

Agreement Term:

This agreement will remain in force and effective for forty-eight (48) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Fees:

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

Labor Reimbursement Fund:

Vendor will allocate two cents (\$.02) from every completed chirp to a Labor reimbursement fund. The fund can be used at the Sheriff's discretion for equipment and technology for the Hawkins County Sheriff's Office. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC.*



Combined Public
Communications

Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

Authority to Represent:

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 12th day of March, 2020 (the Commencement date).

Customer

Rennie Lanson, Sheriff

Print Name, Title

[Signature]

Signature

03/12/20

Date

Cyberpath Services, LLC

Andrew Underwood Regional Sales Manager

Print Name, Title

[Signature]

Signature

3/12/2020

Date



Combined Public
Communications

Combined Public Communications, LLC
Inmate Communications General Service Agreement ("Agreement")

Combined Public Communications, LLC ("CPC"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Hawkins County Sheriff's Office ("Customer") with its principle place of business at 117 Justice Center Drive in Rogersville, TN 37857 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit CPC to install the Inmate Telecommunications System ("ITS") that will process pre-paid calls, including local and long distance traffic, and associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

CPC Equipment:

The ITS and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system and associated equipment. Customer will not use the ITS for Customer's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will provide Customer with password protected access to the ITS, allowing Customer's staff to monitor and record calls and run call detail reports. Customer agrees to limit access to the ITS to only those staff members and employees of Customer having a legitimate need for access, and CPC shall not be responsible for the actions of Customer's staff members and employees having access to the ITS. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service Agreement:

All service and maintenance of the ITS will be the sole responsibility of CPC.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes, any other inmate communication services, and any other products that CPC may offer to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:

This Agreement will remain in force and effective for forty-eight (48) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew for a twelve (12) month term upon the same terms and conditions as set forth herein.



Commission:

Commission will be paid monthly to the Customer on prepaid talk time used based on ninety-five percent (95%) of all prepaid ITS talk time usage.

Technology Grant

CPC will provide Customer with up to forty thousand dollars (\$40,000.00) in the form of a technology grant to be used at Customer's discretion for budget expenditures. The technology grant will be pro-rated over the forty-eight (48) month term; if the Agreement is terminated early, the remaining pro-rated balance will be due to CPC within fifteen (15) days of termination notification.

This technology grant offer is based on the implementation, activation, and continuous usage of the inmate telephone system and inmate chirping system. Chirping System activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates will have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, CPC reserves the right to adjust the technology grant with thirty (30) day notice.

Additional Investigative Tools:

CPC can provide the Customer with additional investigative tools that can be added to the ITS solution.

1. Voice Print Speaker Identification Program:

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. A non-commissionable one cent (\$0.01) will be implemented to the current calling rate to fund this program.

2. Transcribe ALL (TALL) Program:

In addition to utilizing the Voice Print Speaker Identification Program, Customer agrees to utilize the Transcribe all (TALL) portion of the program. The TALL program transcribes and translates into English; all calls are indexed for keyword search. The annual cost of the TALL program is based on the average daily population (ADP) of _____ inmates at one dollar (\$1.00) per inmate per month for a total of \$____ per month. The annual cost of TALL will be deducted from the customer's monthly commission payments. The cost of TALL will be subject to an adjustment, on an annual basis, based on changes to ADP and will renew annually. If the commissionable revenue does not cover the monthly cost, it will roll over and be deducted from the next month's commission. If the program cost cannot be recovered from commissionable revenue for three (3) consecutive months, a bill will be issued for the balance owed.

Customer should initial one of the following options regarding the additional investigative tools:

- Box* Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program only.
- Option 2: Customer agrees to utilize the Voice Print Speaker Identification Program & TALL.
- Option 3: Customer is not interested in utilizing any additional investigative tools.



Combined Public Communications

Courtesy Calling Cards

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Pin Debit Transfers:

Customer may ask CPC to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CPC. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CPC's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CPC will invoice Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CPC directly from the commissary trust fund. Additionally, at the request of CPC, Customer agrees to work with CPC to establish a direct ACH transfer to transfer money from the commissary trust account to CPC for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than thirty (30) days, CPC, in its sole discretion, may withhold payment of any commissions or other payments due to Customer until the past due invoice has been paid. Customer explicitly agrees that the non-payment by CPC of commissions or other payments due to past due invoices does not constitute a breach by CPC of this Agreement.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the Customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the ITS or associated equipment unless such damage is the direct result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer. In no event shall CPC's aggregate liability to Customer under this Agreement exceed the amount paid to CPC under this Agreement.



Combined Public
Communications

Indemnification:

CPC hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CPC from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the ITS and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in the ITS by Customer's employees, staff members and any other persons granted access to the ITS by Customer.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer.

Uncontrollable Circumstances:

CPC and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in cell rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Maintenance and Repair:

CPC may remove or replace the ITS or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when, in CPC's judgment, the revenue generated by the existing inmate telephones warrants such adjustments.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement.

Resolution of Disputes:

Any and all disputes arising under this Agreement shall be brought in a court of appropriate venue and competent jurisdiction.



Combined Public
Communications

Authority to Represent:

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the ITS equipment. Furthermore, by signing this document Customer confirms to CPC that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the ITS and equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 26 day of August, 2020 (the "Commencement Date"). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 26 day of 08, 20

Customer

Combined Public Communications, LLC

Ronnie Lawson

Andrew Underwood

Signature

Signature

Ronnie Lawson, Sheriff

Andrew Underwood Sales Manager

Print Name and Title

Print Name and Title

¹ Commencement Date will be filled in to match date of complete installation and activation of the inmate telephone system.

RESOLUTION NO. 2021/05/108

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
24TH DAY OF MAY, 2021

**RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2020 ESTIMATED FUND
BALANCES AND RESERVES ON APPROVED 2020-21 FY BUDGETS**

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2020 audit was released in February 2021, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2020 - 2021 FY Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30 fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/20 Fund Balances and Reserves on the 2020-2021 FY Budget Document</u>	<u>Actual 6/30/20 Fund Balances and Reserves after Closing Accounting Records for the 2019-2020 FY</u>	<u>Difference</u>
General	\$ 9,047,109	\$ 9,030,167	\$ (16,942)
Solid Waste	1,939,511	1,783,522	\$ (155,989)
Drug Control	171,578	166,675	\$ (4,903)
Highway	5,193,924	4,942,942	\$ (250,982)
General Debt Service	2,635,784	2,635,784	\$ -
Special Debt Service	817,322	817,321	\$ (1)
Education Debt Service	9,297,650	9,297,649	\$ (1)
General Capital Projects	466,333	466,328	\$ (5)

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2020 fund balances and reserves be recognized and amended for the approved 2020 - 21 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Mike Herrell, Chrmn Bdgt Comm
Budget Committee

SECONDED BY: _____

ACTION: AYE NAY

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Mayor _____
Jim Lee

DATE SUBMITTED 05-10-2021

COUNTY CLERK NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED _____

DISAPPROVED _____

Mayor's Action: Approved _____ Veto _____

RESOLUTION NO. 2021 105 109

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
24TH DAY OF MAY, 2021

**RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2020 ESTIMATED FUND
BALANCES AND RESERVES ON APPROVED 2020-21FY BUDGETS**

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County
Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2020 audit was released in February 2021, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2020 - 2021FY
Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30
fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/20 Fund Balances and Reserves on the 2020-21 FY Budget Document</u>	<u>Actual 6/30/20 Fund Balances and Reserves after Closing Accounting Records for the 2019-2020 FY</u>	<u>Difference</u>
General Purpose School	\$ 11,895,567	\$ 11,355,986	\$ (539,581)
Central Cafeteria	2,815,879	2,815,745	\$ (134)
Transportation	1,105,397	1,092,341	\$ (13,056)
Education Capital Projects Fund	228,665	228,665	\$ -

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2020 fund balances and
reserves be recognized and amended for the approved 2019 - 20 FY budgets for the purpose of meeting audit
requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Michael Herrell, Chairman
Budget Committee

SECONDED BY: _____

ACTION: AYE NAY

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

CHAIRMAN: RICK BREWER

BY: _____

MAYOR: _____
JIM LEE

ESTIMATED COST _____

PAID FROM _____ FUND _____

DATE SUBMITTED 5-10-2021

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED _____ DISAPPROVED _____

MAYOR'S ACTION: APPROVED _____ VETO _____

RESOLUTION NO.

2021 105 110

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
24TH DAY OF MAY, 2021.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	LOCAL HEALTH DEPARTMENT	Current Budget			Amended Budget
	Increase Expenditure		Increase		
55110-348	Postal Charges	2,500.00	500.00		3,000.00
55110-410	Custodial Supplies	5,300.00	1,500.00		6,800.00
55110-708	Communication Equipment	25,000.00	24,000.00		49,000.00
55110-711	Furniture and Fixtures	0.00	10,000.00		10,000.00
	Decrease Expenditure			Decrease	
55110-307	Communication	19,000.00		(2,000.00)	17,000.00
55110-309	Contract with Government Agencies	15,500.00		(15,500.00)	0.00
55110-335	Maintenance and Repair Services - Buildings	14,870.00		(1,500.00)	13,370.00
55110-355	Travel	9,000.00		(5,000.00)	4,000.00
55110-399	Other Contracted Services	65,000.00		(12,000.00)	53,000.00
	Sub-total Expenditures	\$ 156,170.00	\$ 36,000.00	\$ (36,000.00)	\$ 156,170.00
The above increase in Postal Charges is to cover increased mailings due to Covid-19. The increase in Custodial Supplies is due to increased cleaning procedures due to Covid-19. The increase in Communication Equipment is to make improvements to the phone hardware/software while renovating the Church Hill site. The increase in Furniture and Fixtures is to cover the cost of upgrades not covered thru state grant funds. These transfers will come from transfers within the Local Health Dept. budget. No new money.					
	TRUSTEE				
	Increase Expenditure		Increase		
52400-188	Bonus Payments	2,500.00	500.00		3,000.00
	Decrease Expenditure			Decrease	
52400-169	Part-Time Personnel	9,657.00		(500.00)	9,157.00
	Sub-total Expenditures	\$ 12,157.00	\$ 500.00	\$ (500.00)	\$ 12,157.00
The above increase in Bonus Payment is to cover a misclassification of part-time/full-time employee. Funding will come from within the Trustee's budget. No new money.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 168,327.00	\$ 36,500.00	\$ (36,500.00)	\$ 168,327.00

INTRODUCED BY: Michael Herrell, Chairman, Bdgt. Comm.

ESTIMATED COST

SECONDED BY:

PAID FROM

GENERAL FUND

ACTION:

AYENAY

ROLL CALL

VOICE VOTE

ABSENT

COMMITTEE ACTION:

CHAIRMAN:

Mayor

Jim Lee

DATE SUBMITTED

05-10-2021

COUNTY CLERK:

NANCY A. DAVIS

BY:

APPROVED

DISAPPROVED

Mayor's Action: ApprovedVeto

Budget Amendment: General Fund
County Commission Meeting
Date: MAY 24, 2021

Page 2

Account Number	Description				
	SHERIFF'S OFFICE	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54110-353	Towing Services	2,000.00	500.00		2,500.00
	Decrease Expenditure			Decrease	
54110-351	Rentals	6,000.00		(500.00)	5,500.00
	Sub-total Expenditures	\$ 8,000.00	\$ 500.00	\$ (500.00)	\$ 8,000.00
	The above increase in Towing Services is needed to cover additional tows needed this year. The funding will come from a transfer within the Sheriff's budget. No new money.				
	JAIL				
	Increase Expenditure		Increase		
54210-189	Other Salaries & Wages (vacation pay)	30,000.00	4,500.00		34,500.00
54210-716	Law Enforcement Equipment	10,000.00	2,500.00		12,500.00
	Decrease Expenditure			Decrease	
54210-207	Medical Insurance	245,000.00		(4,500.00)	240,500.00
54210-451	Uniforms	20,000.00		(2,500.00)	17,500.00
	Sub-total Expenditures	\$ 305,000.00	\$ 7,000.00	\$ (7,000.00)	\$ 305,000.00
	The above increase in Other Salaries & Wages is to cover annual leave to termed employees. The increase in Law Enforcement Equipment for jailers. The transfers will come from within the Jail budget. No new money.				
	COVID-19 GRANT-ELECITON				
	Increase Expenditure		Increase		
58801-193	Election Workers	8,412.00	738.00		9,150.00
58801-435	Office Supplies	2,000.00	993.00		2,993.00
	Decrease Expenditure			Decrease	
58801-187	Overtime Pay	7,000.00		(738.00)	6,262.00
58801-499	Other Supplies and Materials	10,081.00		(993.00)	9,088.00
	Sub-total Expenditures	\$ 27,493.00	\$ 1,731.00	\$ (1,731.00)	\$ 27,493.00
	The above increase in Election Workers and Office Supplies is to cover additional election expense due to Covid-19. Transfers will come from within the grant. No county money involved.				
	COUNTY CLERK				
	Increase Expenditure		Increase		
52500-169	Part-time Personnel	8,000.00	3,000.00		11,000.00
	Decrease Expenditure			Decrease	
52500-106	Deputies	420,270.00		(3,000.00)	417,270.00
	Sub-total Expenditures	\$ 428,270.00	\$ 3,000.00	\$ (3,000.00)	\$ 428,270.00
	The above increase in Part-time Personnel is needed to cover the cost of employee vacations as well as short staffing's due to Covid and other medical issues. The transfer will come from a transfer within the County Clerk budget. No new money.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 768,763.00	\$ 12,231.00	\$ (12,231.00)	\$ 768,763.00

RESOLUTION NO.

2021105111

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
24TH DAY OF MAY, 2021.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	WASTE PICKUP	Current Budget			Amended Budget
	Increase Expenditure		Increase		
55731-187	Overtime Pay	14,000.00	1,500.00		15,500.00
55731-453	Vehicle Parts	7,500.00	9,508.00		17,008.00
	Decrease Expenditure			Decrease	
55731-169	Part-Time Personnel	3,000.00		(1,500.00)	1,500.00
55731-425	Gasoline	65,000.00		(9,508.00)	55,492.00
	Sub-total Expenditures	\$ 89,500.00	\$ 11,008.00	\$ (11,008.00)	\$ 89,500.00
The above increase in Overtime pay is needed to cover the cost of covering holidays and trainings. The increase in vehicle parts is to cover repairs. The funding will come from a transfer within Waste Pickup. No new money.					
	CONVENIENCE CENTERS				
	Increase Expenditure		Increase		
55732-187	Overtime Pay	6,100.00	3,000.00		9,100.00
55732-189	Other Salaries & Wages	0.00	280.00		280.00
	Decrease Expenditure			Decrease	
55732-149	Laborers	208,362.00		(3,000.00)	205,362.00
55732-169	Part-Time Personnel	46,522.00		(280.00)	46,242.00
	Sub-total Expenditures	\$ 260,984.00	\$ 3,280.00	\$ (3,280.00)	\$ 260,984.00
The increase in Overtime Pay and Others Salaries & Wages is to cover covering holidays and trainings and the pay out of annual leave. Funding for both will come from a transfer within Convenience Centers. No new money.					
	SANITATION MANAGEMENT				
	Increase Expenditure		Increase		
55710-510	Trustee's Commission	17,000.00	7,000.00		24,000.00
	Increase Revenue		Increase		
44145	Sale of Recycled Materials	60,000.00	7,000.00		67,000.00
	Sub-total Revenue	\$ 60,000.00	\$ 7,000.00	\$ 0.00	\$ 67,000.00
	Sub-total Expenditures	\$ 17,000.00	\$ 7,000.00	\$ 0.00	\$ 24,000.00
The increase in Trustee's Commission is to cover revenues coming in better than budgeted. Funding will be offset by increased revenues.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Revenues	\$ 60,000.00	\$ 7,000.00	\$ 0.00	\$ 67,000.00
	Page Totals- Expenditures	\$ 367,484.00	\$ 21,288.00	\$ (14,288.00)	\$ 374,484.00

INTRODUCED BY: Michael Herrell, Chairman, Bdgt. Comm.

ESTIMATED COST

SECONDED BY:

PAID FROM Solid Waste Fund

ACTION: AYE NAY

DATE SUBMITTED 05-10-2021

ROLL CALL

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE

BY: Nancy A. Davis

ABSENT

APPROVED

DISAPPROVED

COMMITTEE ACTION:

CHAIRMAN:

Mayor: Jim Lee

Mayor's Action: Approved Veto

2021/105/12

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - DRUG FUND

Account Number	Description				
	DRUG ENFORCEMENT	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54150-719	Office Equipment	1,000.00	1,700.00		2,700.00
	Decrease Expenditure			Decrease	
54150-716	Law Enforcement Equipment	5,000.00		(1,700.00)	3,300.00
	Sub-total Expenditures	\$ 6,000.00	\$ 1,700.00	\$ (1,700.00)	\$ 6,000.00
The above increase in Office Equipment is needed to cover new furniture. The funding will come from a transfer within the Drug Fund. No new money.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 6,000.00	\$ 1,700.00	\$ (1,700.00)	\$ 6,000.00

ESTIMATED COST _____

PAID FROM	DRUG FUND
-----------	-----------

DATE SUBMITTED 05-10-2021

COUNTY CLERK: NANCY A. DAVIS

BY: Mark O'Connell

—

APPROVED ☒ DISAPPROVED ☐

Mayor's Action: Approved_____ Veto_____

Jim Lee

RESOLUTION NO. 2021 105 113

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24th DAY OF MAY 2021.

RESOLUTION IN REF: TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUND TO SCHOOL FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2021

WHEREAS, Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Hawkins County Board of Education for expenditures on a monthly basis; and,

WHEREAS, the School Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to a slow turn-around time from reimbursements from the State of Tennessee; and,

WHEREAS, Generally Accepted Accounting Principles (GAAP) consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS, Hawkins County Board of Education does not desire to operate any fund with a cash deficit.

NOW, THEREFORE, BE IT RESOLVED, that the respective legislative bodies of Hawkins County, Tennessee, meeting in regular session, that:

Section I: The school system is authorized to transfer from the General Purpose School Fund to the School Federal Projects Fund in the amount of \$500,000 no later than June 30, 2021.

Section II: The \$500,000 transfer shall remain in the School Federal Projects Fund as a Committed for Education fund balance from the General Purpose School Fund and may be repaid at any time with further authorization.

Section III: This resolution shall take effect upon adoption, the public welfare requiring it and shall be reflected in the minutes of the respective legislative bodies.

Introduced by Keith Gibson, Chairman Education Committee

Seconded by _____

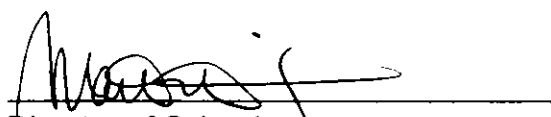
Date Submitted: 05-10-2021

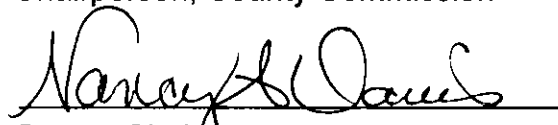
FOR THE BOARD OF EDUCATION:

FOR THE HAWKINS COUNTY COMMISSION:


Chairperson, Board of Education

Chairperson, County Commission


Director of Schools


County Clerk

Adopted by the Board of Education of Hawkins County, Tennessee, this 6th day of May, 2021.

Adopted by the County Commission of Hawkins County, Tennessee, this 24th day of May, 2021.

Approved
Veto

RESOLUTION NO. 2021 05 1 14

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24th DAY OF MAY 2021.

RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, May 24, 2021, go on record as passing this resolution.

Introduced by Esq. Michael Herrell

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 05-10-2021

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: Nancy A. Davis

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Rick Brewer

By: _____

Mayor: _____
Jim Lee

Mayor's Action: Approved _____ Veto _____

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 6
 DATE: May 24, 2021

ORIGINAL BUDGET AMOUNT	56,467,642.00
PREVIOUS AMENDMENTS	7,041,582.74
TOTAL	63,509,224.74
REQUESTED AMENDMENT	736,944.43
TOTAL	64,246,169.17

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To budget Utrust mini-grants.					
		72250 TECHNOLOGY				
		72520 HUMAN SERVICES/PERSONNEL				
		76100 REGULAR CAPITAL OUTLAY				
	72250-790	Other Equipment	295,733.97	806.00		296,539.97
	72520-599	Other Charges	10,005.00	30,450.00		40,455.00
	76100-707	Building Improvements	998,659.00	21,944.00		1,020,603.00
				53,200.00	-	
	44570	Contributions and Gifts	19,130.00	53,200.00		53,200.00
2	To budget donations for the Teacher of the Year celebration.					
		72520 HUMAN SERVICES/PERSONNEL				
	72520-599-TOY	Other Charges	480.00	1,900.00		2,380.00
	44570-TOY	Contributions and Gifts	-	1,900.00		1,900.00
3	To budget Summer Learning Camps.					
		71100 REGULAR INSTRUCTION PROGRAM				
		72120 HEALTH SERVICES				
		72410 OFFICE OF THE PRINCIPAL				
	71100-116-SUMMR	Teachers	-	216,200.00		216,200.00
	71100-163-SUMMR	Educational Assistants	-	33,000.00		33,000.00
	71100-201-SUMMR	Social Security	-	15,487.60		15,487.60
	71100-204-SUMMR	State Retirement	-	25,729.41		25,729.41
	71100-212-SUMMR	Employer Medicare	-	11,241.00		11,241.00
	71100-429-SUMMR	Instructional Supplies and Materials	-	13,938.81		13,938.81
	72120-131-SUMMR	Medical Personnel	-	21,120.00		21,120.00
	72120-201-SUMMR	Social Security	-	1,309.44		1,309.44
	72120-204-SUMMR	State Retirement	-	2,175.36		2,175.36
	72120-212-SUMMR	Employer Medicare	-	950.40		950.40
	72410-104-SUMMR	Principal(s)	-	43,200.00		43,200.00
	72410-204-SUMMR	Social Security	-	2,678.40		2,678.40
	72410-204-SUMMR	State Retirement	-	4,449.60		4,449.60
	72410-212-SUMMR	Employer Medicare	-	1,944.00		1,944.00
				393,424.02		
	46590-SUMMR	Other State Education Funds	-	393,424.02		393,424.02
4	To budget Bridge Camp.					
		71100 REGULAR INSTRUCTION PROGRAM				
		72410 OFFICE OF THE PRINCIPAL				
	71100-116-BRIDG	Teachers	-	101,200.00		101,200.00
	71100-163-BRIDG	Educational Assistants	-	14,400.00		14,400.00
	71100-201-BRIDG	Social Security	-	7,166.80		7,166.80
	71100-204-BRIDG	State Retirement	-	11,906.80		11,906.80
	71100-212-BRIDG	Employer Medicare	-	5,202.00		5,202.00
	71100-429-BRIDG	Instructional Supplies and Materials	-	21,617.95		21,617.95
	72410-104-BRIDG	Principal(s)	-	12,000.00		12,000.00
	72410-204-BRIDG	Social Security	-	744.00		744.00
	72410-204-BRIDG	State Retirement	-	1,236.00		1,236.00
	72410-212-BRIDG	Employer Medicare	-	540.00		540.00
				176,013.55		
	46590-BRIDG	Other State Education Funds	-	176,013.55		176,013.55

5	To budget Stream Mini Camps.					
		71100 REGULAR INSTRUCTION PROGRAM				
		72120 HEALTH SERVICES				
		72410 OFFICE OF THE PRINCIPAL				
	71100-116-STREA	Teachers	-	36,800.00		36,800.00
	71100-201-STREA	Social Security	-	2,281.60		2,281.60
	71100-204-STREA	State Retirement	-	3,790.40		3,790.40
	71100-212-STREA	Employer Medicare	-	1,656.00		1,656.00
	71100-429-STREA	Instructional Supplies and Materials	-	3,990.86		3,990.86
	73100-165-STREA	Cafeteria Personnel	-	52,800.00		52,800.00
	73100-201-STREA	Social Security	-	3,273.60		3,273.60
	73100-204-STREA	State Retirement	-	5,438.40		5,438.40
	73100-212-STREA	Employer Medicare	-	2,376.00		2,376.00
				112,406.86		
	46590-STREA	Other State Education Funds	-	112,406.86		112,406.86
6	To reallocate Coordinate School Health funds for the remainder of the fiscal year.					
		72120 HEALTH SERVICES				
	72120-499-CSH	Other Supplies and Materials	1,868.20	5,742.20		7,610.40
	72120-599-CSH	Other Charges	29,972.17		5,742.20	24,229.97
				5,742.20	5,742.20	
		TOTAL EXPENDITURES		742,686.63	5,742.20	
		TOTAL REVENUES		736,944.43	-	

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2021/05/15

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:

NOTARY PUBLIC APPROVAL DURING THE MAY 24, 2021 MEETING OF THE GOVERNING BODY:


NAME

HOME ADDRESS

BUSINESS ADDRESS

1. PAT C BOYD	425 E MAIN ST ROGERSVILLE, TN 37857	115 E MAIN ST (BOYD LAW OFFICE) ROGERSVILLE, TN 37857
2. PHILLIP L BOYD	425 E MAIN ST ROGERSVILLE, TN 37857	115 E MAIN ST (BOYD LAW OFFICE) ROGERSVILLE, TN 37857
3. ANGELA S BURR	144 GRAY RD CHURCH HILL, TN 37642	809 W MAIN ST (FIRST COMMUNITY BANK) ROGERSVILLE, TN 37857
4. MARANDA DAVIS	304 MESSICK AVE CHURCH HILL, TN 37642	305 MESSICK AVE (DAVIS BROTHERS ROOFING) CHURCH HILL, TN 37642
5. TINA K DUNN	3540 GOSHEN VLY RD ROGERSVILLE, TN 37857	809 W MAIN ST (FIRST COMMUNITY BANK) ROGERSVILLE, TN 37857
6. MICHAEL LAWS	215 GRANDVIEW ST MOUNT CARMEL, TN 37645	166 MAIN ST (ECU) MOUNT CARMEL, TN 37645
7. MICHAEL ALAN MANNING	284 GONCE HOLLOW RD EIDSON, TN 37731	100 E MAIN ST STE 218 (HAWKINS COUNTY VSO) ROGERSVILLE, TN 37857
8. JESSICA L MORGAN	733 OLD BLAIRS GAP RD KINGSPORT, TN 37660	1206 W MAIN ST (APPALACHIAN COMMUNITY FCU) ROGERSVILLE, TN 37857
9. JEFFREY W RAGLE	240 CHICKASAW CIR CHURCH HILL, TN 37642	240 CHICKASAW CIR (TAMPA ELECTRIC CO) CHURCH HILL, TN 37642
10. JACOB ROSE	130 GRANDVIEW ST CHURCH HILL, TN 37642	728 W MAIN BLVD (MICHAEL WALKER REALTY & AUCT) CHURCH HILL, TN 37642
11. MICHAEL WALKER	210 LINCOLN AVE CHURCH HILL, TN 37642	728 W MAIN BLVD (MICHAEL WALKER REALTY & AUCT) CHURCH HILL, TN 37642

(Seal)


 Clerk of the County of Hawkins, Tennessee
 May 24, 2021
 Date

RESOLUTION

No. 2021 / 05 / 16

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of May 2021.

RESOLUTION IN REF: Approval of Notary Public Surety Bond

BE IT RESOLVED THAT: The following be approved as Notary Public Surety Bonds for Hawkins County, Tennessee:

NOTARY

Pat C. Boyd

Phillip L. Boyd

PERSONAL SURETY

Daniel G. Boyd (Surety on File)
324 W. Main
Rogersville, TN 37857

Daniel G. Boyd (Surety on File)
324 W Main
Rogersville, TN 37857

Introduced By Esq. Dawson Fields

Seconded By Esq. _____

Date Submitted 5-10-2021

Nancy A Davis
County Clerk

By: Cynthia Rutledge

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____