

AGENDA
RHEA COUNTY COMMISSION WORKSHOP
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, APRIL 14TH, 2026, AT 6:00 P.M.

1. Prayer.
2. Pledge To Flag.
3. Tourism Director to address the commission concerning the 2027 Rural Tourism Conference. -Tourism Director/Alex Fine
4. Tourism Director to address the commission concerning 2026 Fishing Tournaments. -Tourism Director/Alex Fine
5. Tourism Director to address the commission concerning TN250 celebration proposal. - Tourism Director/Alex Fine
6. Discuss Rhea County Highway Department equipment surplus. -Road Superintendent/Rick Wilkey
7. Discuss letter from the Rhea Heritage Preservation Foundation. -Rhea Heritage Preservation Foundation
8. Discuss appointments and re-appointments to the Rhea County Board of Equalization. -Property Assessor/Debbie Byrd
9. Discuss Securus Technologies Master Services Agreement. - Sheriff Department
10. Discuss Convenience Center Grant Amendment. -Jim Vincent
11. Discuss Recycling Grant Amendment. -Jim Vincent
12. Discuss 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. -Jim Vincent

- 13.Public comments.
- 14.County Official comments.
- 15.County Executive comments.
- 16.Commissioner's comments.
- 17.Adjourn

2026 Rhea County Fishing Schedule

DATE	LOC	EVENT	BOAT COUNT	NOTES	Cost
4/17-4/19	D	Battle of Chickamauga	250	Fish Dayton	\$9,905
5/2	SC	Phoenix BFL	100	Piney Ramp	\$2,530
5/3	SC	Volunteer Phoenix BFL	100	Piney Ramp	\$530
5/16-5/19	D	Big Bass Tour	450	Fish Dayton	\$21,405
5/30	SC	ABA Team Trail	30	Piney Ramp	0
6/6	D	Chuck Keltch Scholarship Tournament	50	Fish Dayton	0
6/13	D	Big Bass Power Hour	125	Fish Dayton	\$2,750
6/14-6/19	SC	NBT Nationals	60	Piney Ramp	\$7,435
6/30-7/1	D	High School Bass Shootout	100	Fish Dayton North	0
7/13	D	TBN Kayak Series	100	Fish Dayton North	\$2,500
9/5	D	Fish The Chick	50	Fish Dayton North	0
9/19-9/20	SC	Volunteer #5 BFL	100	Piney Ramp	\$2,530
9/25-9/30	D	ETBN HS/Youth	250	Fish Dayton	\$3,215
9/26	D	Rhea Alliance	25	Fish Dayton North	0
9/27	SC	Rhea Alliance	25	Piney Ramp	0
10/10	D	Volunteer Bass Trail	125	Fish Dayton North	\$1,500
10/17-10/19	D	Casting for Kids Fall Classic	100	Fish Dayton North	\$5,250
10/22-10/26	SC	BFL Regional	150	Piney Ramp	\$26,715
10/29-10/31	D	Indiana Bass Federation	30	Fish Dayton North	\$3,250
11/12-11/15	D	B Regionals	100	Fish Dayton North	\$11,215

County Total:\$14,730
 Total Total: \$29,460

Tennessee 250 Celebration Proposal

Rhea County, Tennessee

Funding Request

Total Request: \$12,105.00

Purpose and Vision

The Tennessee 250 initiative serves one central purpose:

To celebrate and commemorate America's 250th Anniversary by interpreting and preserving the unique Tennessee stories, landmarks, people, and places that define who we are as Tennesseans and Americans.

Rhea County's proposed campaign is designed as a strategic, multi-event marketing initiative that leverages high-attendance festivals, regional tourism traffic, and community engagement to:

- Increase visitor awareness and return visitation
- Promote Tennessee 250 programming across all three municipalities
- Strengthen local pride and participation
- Drive measurable economic impact through tourism

Each activation is intentionally positioned to capture both local audiences and visitors traveling 50+ miles, converting them into repeat visitors and long-term ambassadors for Rhea County.

Marketing Strategy Overview

This proposal is marketing-driven at every level. Each event serves as a distribution channel for tourism messaging, ensuring that Tennessee 250 branding reaches thousands of residents and visitors through:

- Face-to-face engagement
- Printed materials and takeaways

- Digital campaigns and geo-targeted advertising
- Strategic partnerships and cross-promotion
- High-visibility community events

Program Components & Budget Breakdown

1. Berry Beautiful Town – Community Marketing Activation

Strawberry Festival Promotion Initiative

Estimated Cost: \$150.00

“Berry Beautiful Town” is a countywide business and residential decorating competition designed to visually transform Rhea County during the Tennessee Strawberry Festival season.

- Judging: April 27, 2026
- Winners Announced: May 1, 2026
- Partnership: UT Extension Office

This initiative serves as a placemaking and visual marketing strategy, encouraging:

- Community-wide participation
- Increased foot traffic to decorated areas
- Enhanced visitor experience through immersive theming

Additionally, the Tourism Office will create a strawberry and America 250-themed exterior installation, functioning as:

- A visitor information touchpoint
- A photo opportunity and branding asset
- A direct engagement space for travelers (many traveling 50+ miles weekly)

2. Strawberry Festival Parade – High-Impact Audience Reach

Date: May 9, 2026

Estimated Cost: \$1,255.00

The Tennessee Strawberry Festival attracts 50,000+ attendees, making it one of the most significant marketing opportunities of the year.

- TN 250 Float featuring:
 - County Executive
 - Dayton, Spring City, and Graysville Mayors

- Distribution of:
 - Event fans with TN 250 schedules
 - Candy and promotional materials

This activation ensures:

- Maximum visibility across a massive audience
 - Direct promotion of upcoming TN 250 events
 - Engagement with regional visitors likely to return
-

3. TN 250 Flag Day Celebration

Date: June 14, 2026 | 5:00 PM

Location: Dayton City School

Estimated Cost: \$200.00

This event combines education, patriotism, and community engagement.

- Student participation from classroom outreach (March 24 initiative)
- Flag education and historical programming
- Light refreshments and printed materials

Marketing Value:

- Targets families, veterans, and heritage travelers
 - Reinforces Tennessee 250 storytelling
 - Promotes upcoming June/July events
-

4. TN 250 Bash Series – Multi-Day Regional Marketing Campaign

These events serve as high-volume engagement platforms, capturing both local and out-of-market visitors.

A. Dayton, TN 250 Bash + BBQ Cook-Off + Summer Nights

Date: June 26, 2026

Estimated Cost: \$300.00

- All-day BBQ competition (already attracting regional participants)
- Evening live music (Nokian Tyres Summer Nights)
- Family activities, vendors, and bounce houses

Marketing Activation Includes:

- Information booth
 - Glow sticks and family engagement items
 - Distribution of tourism materials and historical content
-

B. Spring City, TN 250 Bash – Shake the Lake

Date: June 27, 2026

Estimated Cost: \$300.00

- Full-day event (10 AM – dark)
- Fireworks finale
- Strong regional draw (50+ mile visitors expected)

Marketing Focus:

- Visitor engagement booth
 - Promotion of Rhea County experiences
 - Encouraging extended stays and return visits
-

C. Graysville, TN 250 Bash – Freedom Fest

Date: July 4, 2026

Estimated Cost: \$300.00

- All-day celebration with major fireworks finale
- Strategic opportunity to highlight McDonald Farm development

Marketing Activation:

- Family engagement booth
 - Distribution of tourism materials
 - Promotion of future events and attractions
-

5. Comprehensive Event Marketing Campaign

Estimated Cost: \$9,000.00

This is the primary driver of reach, awareness, and visitor conversion.

Digital Marketing

- Geo-targeted Facebook & Instagram campaigns
- Google Business profile optimization
- Event visibility in search results

Community & Influencer Marketing

- Partnerships with local influencers
- Engagement in local Facebook groups
- Referral-based promotion strategies

Traditional & Local Media

- Event listings across:
 - Chamber websites
 - Local radio
 - Community calendars
- Newspaper and radio outreach
- News Station interviews

On-the-Ground Marketing

- Branded signage (yard signs, banners)
- Flyer distribution with QR codes
- Street team partnerships with local businesses

Cross-Promotion Strategy

- Collaboration with:
 - Local businesses
 - Cafés, libraries, and retail
 - Tourism partners

Objective:

To promote Tennessee 250 **both locally and regionally**, ensuring strong attendance and sustained tourism impact.

6. Family Engagement & Kid-Focused Marketing Tools

Estimated Cost: \$600.00

This component supports direct engagement with families, a key tourism demographic.

Includes:

- Kid-friendly favors and activities
- Interactive booth elements
- Take-home materials with tourism information

Strategic Purpose:

- Place destination information directly into family households
 - Create memorable experiences tied to Rhea County
 - Encourage repeat visitation for outdoor recreation, festivals, and attractions
-

Total Budget Summary

Component	Cost
Berry Beautiful Town	\$150
Strawberry Festival Parade	\$1,255
Flag Day Celebration	\$200
TN 250 Bash Events (3)	\$900
Marketing Campaign	\$9,000
Kid Engagement	\$600
Total	\$12,105

Funding Justification

Given that all proposed activities are **tourism-driven marketing initiatives**, with a primary focus on:

- Attracting high attendance audiences
- Targeting visitors traveling 50+ miles
- Encouraging repeat visitation and extended stays
- Promoting Rhea County's assets, events, and experiences

It is recommended that funding be allocated from tourism-designated budget lines:

101-58110-302 (Tourism Marketing/Advertising)

or

101-58110-599 (Tourism Promotion/General Funds)

These expenditures align directly with the intent of these accounts, as the proposal is not solely event-based, but rather a comprehensive destination marketing strategy designed to increase economic impact through tourism.

Conclusion

This proposal represents a data-informed, marketing-first approach to celebrating Tennessee 250—leveraging existing high-traffic events to maximize reach, engagement, and return on investment.

Every element is intentionally designed to:

- Capture visitor attention
- Deliver meaningful Tennessee storytelling
- Convert attendance into future travel

The result is not just a celebration—but a sustained tourism growth strategy for Rhea County.

RHEA COUNTY HIGHWAY DEPARTMENT
836 EAGLE LANE, SUITE 102
EVENSVILLE, TN 37332
423-775-7835
Rick Wilkey, Rhea County Road Superintendent

4/7/26

The following items, Rhea County Highway Department, would like to surplus.

Vehicles

#80 1979 Volvo – VIN # 5PRCPGG029697

#6 Ford F-250 – VIN # 1FTNX20L04EB97526

Equipment

#324 1974 Phelan Lowboy Trailer – Serial # 6686

Asphalt Paving Machine – Serial # 1R0418168

#300 Lonestar 10-T Trailer – Serial # 1A9FB2528WL429070



Rick Wilkey
Rhea County
Road Superintendent



P.O. Box 1204 Dayton, TN 37321 423.680.9896 admin@rheaheritage.com

County Executive Jim Vincent and County Commissioners,

First, thank you for your generous support of Rhea Heritage Preservation Foundation and the programs we sponsor to benefit our community. Your help has been a vital as we develop and present programs to celebrate Rhea County.

During the past year RHPF was central to the celebration of the Scopes Trial Centennial. National (The Christian Science Monitor, CBS Sunday Morning, and National Public Radio) and international (British Broadcasting Corporation), plus regional coverage highlighted both the history and the contemporary attraction of Rhea County. More than 900 guests attended the play *Destiny in Dayton*, most of them from outside Rhea County.

On March 10-12, 2026, our educational production about the Scopes trial, *How It Started*, drew approximately 300 students from throughout the region, more than double the 2024 attendance. For the first time this year students from Rhea County schools (Spring City Elementary (100) and Graysville Elementary (80)) attended the program.

Nokian Tyres Summer Nights in June will kick off Rhea County's Tennessee 250 celebration, highlighting aspects of county history during concerts each Friday night. By this, we are seeking to support both tourism and entertainment for Rhea County.

In preparation for the Scopes Centennial, RHPF personnel worked closely with the county executive's staff to secure grant funding for improvements to the courtroom, including installation of room-darkening shades, refinishing the floor and installation of period-appropriate woodwork on the risers. Other opportunities are being explored to further upgrade the courtroom to being an attractive meeting and performance venue this year at minimal or no cost to the county.

RHPF has secured office space in the American Legion building near the Courthouse and has hired a part-time office manager as we seek to build on the momentum your support has helped create, to better serve both our community and the many guests who visit us from around the world.

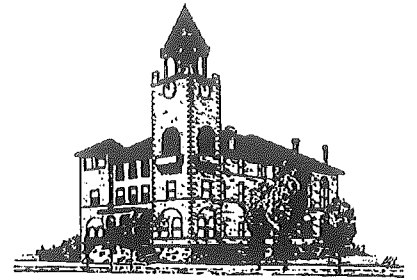
We respectfully ask the county commission to appropriate \$15,000 from Hotel/Motel Tax funds – the same level of funding as in the past several years – to help RHPF continue its mission of celebrating the heritage and culture of Rhea County.

Thank you for your consideration,

Rick Dye
President

DEBBIE BYRD
RHEA COUNTY ASSESSOR OF PROPERTY

Rhea County Courthouse Annex
375 Church Street, Suite 300
Dayton, Tennessee 37321
debbie.byrd@cot.tn.gov
(423) 775-7840



April 7, 2026

Rhea County Commissioners
375 Church Street
Phil Swafford Building
Dayton, TN 37321

Dear Commissioners:

Pursuant to §67-1-401 (a) The County Legislative body of each county shall, at the April session of each even year, elect, for two years, five freeholders and taxpayers who shall constitute a County Board of Equalization, I am requesting the following three individuals retain their position on the County Board of Equalization:

Tammy Dye, who has served on the board 5 years.
Teresa Congiolo, who has served on the board 3 years.
Adrian Cruz, who has served on the board 3 years.

I am also requesting the following two individuals be appointed to serve on the County Board of Equalization:

Kenny Shipley
Jennie Troutman

They are licensed realtors, appraisers & home builders who are highly respected and qualified to serve our county. I feel they are and will be fair and impartial in their decisions and are highly knowledgeable about our local market.

Respectfully,

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

Debbie Byrd

**FIRST AMENDMENT TO THE
MASTER SERVICES AGREEMENT
RHEA COUNTY, TN
A007641**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements the Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Rhea County, TN ("you" or "Customer") dated September 9, 2025, as subsequently amended (collectively, the "Agreement"). All capitalized terms contained but not defined herein are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services; Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS On December 5, 2025, the FCC published an order in the Federal Register (the "Interim Order") which, among other things, adjusted the 2024 FCC Order rate caps to include the costs of investigative products and safety and security services as adjusted for inflation, and allowed a per-minute additive to the call rate to account for costs customers incur in allowing access to IPCS.

WHEREAS The parties now agree to further amend the Agreement in light of the Interim Order, which Provider will implement on April 1, 2026 ("the Interim Order Implementation Effective Date").

NOW, THEREFORE, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. **Voice Call Rate.** As of the Interim Order Implementation Effective Date, Provider will charge \$0.13 per minute voice call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.
3. **Video Call Rate.** As of the Interim Order Implementation Effective Date, Provider will charge \$0.21 per minute video call-rate to the end user, plus applicable taxes, tariffs, fees, and surcharges, in compliance with state and federal regulatory requirements.
4. **Regulated Applications Cost Recovery and Non-Regulated Applications Commission Update.** As of the Interim Order Implementation Effective Date, section 4 of the FCC Waiver Order Amendment is deleted and Provider will pay Customer \$0.02 per minute of both the voice and video call rate indicated above as recovery of costs incurred by Customer for allowing access to audio and video services. As a result of deleting section 4 of the FCC Waiver Amendment, Provider will pay Customer the commission percentages defined in the Agreement for non-regulated Applications (tablets, eMessaging and Securus Text Connect).
5. **Additional Applications.** As of the First Amendment Effective Date, the following Applications are added to the Agreement:

THREADS

The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its facility(ies) will be made available to the THREADS community for analysis and review.

This Application will be provided at no cost to the Customer.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the incarcerated end user(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Incarcerated end users must participate in a supervised voice model enrollment process. This voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/ipro-terms-and-conditions/>, incorporated herein by reference.

This Application will be provided at no cost to the Customer.

6. Advanced TRS. In September 2022, the Federal Communications Commission released the Fourth Report and Order in WC Docket No. 12-375 ("FCC TRS Order"), which requires all providers of communication services for incarcerated end users to provide, in addition to traditional Teletypewriters (TTY) and Speech-to-Speech services, those incarcerated end users with a communication disabilities access to Telecommunications Relay Services ("TRS") and related communication services (collectively, "Advanced TRS") at each correctional facility in a jurisdiction with an average daily population of 50 or more incarcerated end users, except where the correctional authority overseeing a facility prohibits that access. For this reason, Provider requires Customer to select the following Advanced TRS services from the table below (check the box for each services, or check the last box to decline any services at this time):

<u>Advanced TRS</u>	<u>Description</u>	<u>Check Box</u>
Video Relay service and Point to Point Video service (VRS)*	Provides a way to communicate using American sign language (ASL) or Spanish sign language (LSE) and an interpreter through video equipment or allows direct video communication using ASL / LSE	<input checked="" type="checkbox"/>
IP Relay**	Provides a way to communicate using text and an interpreter through internet-enabled equipment	<input checked="" type="checkbox"/>
IP-Captioned telephone service	Provides a way to communicate through live captioning on internet-enabled equipment	<input checked="" type="checkbox"/>
Customer does not wish to implement any Advanced TRS services at this time		

* Customer is solely responsible for (a) determining which individuals are eligible to use VRS; (b) configuring SCP to allow access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

**Customer agrees to sign the corresponding forms as provided to Customer by Provider with no alteration to the form's content whatsoever.

TRS Device Limited Warranty. Provider will provide the agreed upon number of TRS devices and related equipment (collectively, the "TRS Device") during the terms of the Agreement. Provider agrees to repair and maintain such TRS Device in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. Notwithstanding the foregoing, Provider is not responsible for any Breakage, as defined in the Warranties and Disclaimer Section of the Agreement, and Customer shall be responsible for

the cost of such Breakage, including, but not limited to replacement costs. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the TRS Device. Such charges will be invoiced to the Customer. Customer agrees to promptly notify Provider in writing after discovering any damage due to Breakage. Provider will have no obligation to repair or maintain such TRS Device, if the TRS Device is, without Provider's knowledge and approval, interfaced with other devices or software owned or used by Customer or a third party, or if the TRS Device is otherwise damaged as a result of Customer's actions.

7. Compliance with FCC Regulations. The Agreement includes terms to comply with the current Interim Order. There is the potential for its requirements to change during the Term of the Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes. Additionally, current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

8. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.


<u>CUSTOMER:</u> Rhea County, TN	<u>PROVIDER:</u> Securus Technologies, LLC
By: <u>Jim Vincent</u>	By: _____
Name: <u>Jim Vincent</u>	Name: _____
Title: <u>County Executive</u>	Title: _____
Date: <u>3-17-26</u>	Date: _____

Please add to the Agenda :)

From hlutes@rheacountytn.gov <hlutes@rheacountytn.gov>

Date Mon 3/16/2026 2:41 PM

To Rhea Mayor <rheamayor@rheacounty.org>

 1 attachment (66 KB)

Rhea County TN - First Amendment form 02.13.2026.docx;

Karmen,

This is an amendment to our Agreement with Securus Technologies.

The Martha Wright-Reed Act is a federal act that is regulating the price of voice and video calls for inmates (super condensed summary).

This has previously been brought up before about the rate changes but the effective date was delayed. They are now ordered to be compliant with the rates as of April 1, 2026.

This amendment is to reflect our rates for the facility and amend the master agreement.

We will need the Mayor's signature for this but it should be presented to the County Commission to inform them of the rate change.

We just want the Commission to know of the change and it will affect revenues.

Last year we generated about \$177,000 from phone commissions. The projected revenue for a year under the new rate contract is estimated to be \$120,000.

Thank you,

Heather

From: Mike Kimble <mike.kimble@securustechnologies.com>

Sent: Friday, February 13, 2026 8:24 AM

To: Heather Lutes <hlutes@rheacountytn.gov>

Subject: Amendment/Install Kickoff call

Hello,

Please see updated Amendment, the one I sent earlier did not have the correct rate for Video for your size facility.

Also, they are about to schedule the install call can you provide me the emails of anyone else you would like on the call?

Thank you



Mike Kimble

Account Manager

DIRECT: (469) 507-9756

mike.kimble@securustechnologies.com

securustech.net

My goal is to provide you with exceptional service.

If you have any additional questions or concerns please do not hesitate to contact my supervisor Eric Wingard at Eric.Wingard@Aventiv.com

Caution!!! This email originated outside of rheacounty.org, please use caution when opening attachments or links.



GRANT AMENDMENT

Agency Tracking # 32701-25-126	Edison ID 84545	Contract # 84545	Amendment # 3		
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742		
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: September 30, 2029			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$73,260.00	\$0.00	\$0.00	\$0.00	\$73,260.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$73,260.00	\$0.00	\$0.00	\$0.00	\$73,260.00
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <p style="font-size: 1.2em; font-family: cursive; margin-left: 40px;"><i>Scott Grammer \ MKH</i></p>				<p><i>CPO USE</i></p>	
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000			

**AMENDMENT 3
OF GRANT CONTRACT 84545**

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

1. Grant Contract Section A.10. Installation is hereby deleted in its entirety and replaced with the following:
 - A.10. Installation. The Grantee may proceed with installation after Sections A.2. through A.9. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **June 30, 2026**.
 - a. The Grantee shall order equipment within **two (2) weeks** of receiving approval of bid packages.
 - b. Installation shall be in accordance with the approved project plan timeline.
 - c. The Grantee shall install equipment within **thirty (30) days** of delivery to the site.
 - d. All equipment shall be entered into the county inventory and identified with appropriate tags.
 - e. All equipment serial numbers shall be easily accessed and match inventory controls.
2. Grant Contract Section A.12 Reimbursement. is hereby deleted in its entirety and replaced with the following:
 - A.12. Reimbursement. The Grantee shall proceed with a request for grant reimbursement submission in the GMS portal after Sections A.2. through A.11. have been completed and approved by the State.
 - a. The Grantee shall submit a request for grant reimbursement within **thirty (30) days** of receiving State approval of inspection via the GMS portal.
 - b. A final request for grant reimbursement shall be submitted by **August 30, 2026**.

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

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

IN WITNESS WHEREOF,

RHEA COUNTY:

Jim Vincent

Jim Vincent (Mar 13, 2026 11:26:49 EDT)

GRANTEE SIGNATURE

DATE

THE HONORABLE JIM VINCENT, COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE



GRANT AMENDMENT

Agency Tracking # 32701-25-308	Edison ID 85578	Contract # 85578	Amendment # 2		
Contractor Legal Entity Name RHEA COUNTY			Edison Vendor ID 0000002742		
Amendment Purpose & Effect(s) SCOPE DEADLINE EXTENSION					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: January 31, 2028			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$48,969.00	\$0.00	\$0.00	\$0.00	\$48,969.00
2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$48,969.00	\$0.00	\$0.00	\$0.00	\$48,969.00
<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <p style="font-size: 1.2em; font-family: cursive;">Scott Grammer \ MKH</p>			<p>CPO USE</p>		
Speed Chart (optional) EN00016386 / 32742		Account Code (optional) 71301000			

**AMENDMENT 2
OF GRANT CONTRACT 85578**

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

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

A.9. Installation. The Grantee may proceed with installation after Sections A.2. through A.8. have been completed and approved by the State. All equipment or materials shall be purchased and installed by **June 30, 2026**.

 - a. The Grantee shall order equipment within **four (4) weeks** of receiving approval of bid packages.
 - b. Installation shall be in accordance with the approved project plan timeline, unless otherwise approved in writing by the State with necessary justification.
 - c. The Grantee shall install equipment within **thirty (30) days** upon receiving on site.
 - d. All equipment shall be entered into the county inventory and identified with appropriate tags.
 - e. All equipment serial numbers shall be easily accessed and match inventory controls.
 - f. The State must approve any project plan deviations in writing prior to proceeding.
2. Grant Contract Section A.11 Reimbursement. is hereby deleted in its entirety and replaced with the following:

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

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

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

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

IN WITNESS WHEREOF,

RHEA COUNTY:

Jim Vincent
Jim Vincent (Mar 16, 2026 14:50:54 EDT)

03/16/2026

GRANTEE SIGNATURE

DATE

THE HONORABLE JIM VINCENT, COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

RESOLUTION NUMBER _____

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 (City/County/etc)_____ 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 (Council/Board/City/County/etc)_____, 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 _____.

PURPOSE:

The _____ 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 (City/County/etc) _____ shall 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 (City/County/etc) _____ are 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, (Name of Official or Title) _____ 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 and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the (City/County/etc) _____.

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 (City/County/etc) _____ requiring it.

(Executive)

(Date)

(Passed First Reading)