

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
February 24, 2025

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on February 24, 2025 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
RANDY NOE	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Mr. Pete Krantz thanked the Commission for opposing the proposed TVA plant. Pete Krantz spoke in opposition of the proposed TVA plant and stated he is working on a petition.

Ms. Debra Doyle spoke in opposition of Lee Baker joining the Cheatham County Rail Authority and stated she feels there are more qualified candidates who live in Cheatham County.

Public Forum closed at 6:06 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:06 P.M

Invocation was offered by Mr. David Anderson.

County Clerk Ms. Abby Short called the roll. There being Eleven Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

Motion was made by Mr. Tim Williamson, seconded by Ms. Diana Lovell to approve the February 24, 2025 Legislative Body Meeting Agenda as amended by:

1. *Adding VSO under New Business.*

2. *Removing item 1 under County Mayor*

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to approve the Minutes from the January 27, 2025 Regular Session Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 3.

NEW BUSINESS

VETERANS SERVICE – MS. ANGELA HUNT: Motion was made by Mr. Tim Williamson, seconded by Mr. Walter Weakley to expand the current VSO office to include the building adjacent to the left of the existing VSO office and request the County Mayor to begin the bidding process.

Mr. Walter Weakley gave information on the need for more space.

Ms. Angela Hunt stated the office is in violation of HIPAA laws due to the confidentiality of each client.

After discussion Mr. Walter Weakley called question.

Funding Source: VSO Fund Balance and General Fund

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:22 P.M.

The following was advertised to be heard:

1. Shannon Mosakowski requesting a zone change from R1 to E1 for Map 19, Parcel 24.12. Property is located at 1110 Shahan Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.

No one spoke for or against these changes.

Public Hearing closed at 6:23 P.M.

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to approve the zone change request for Shannon Mosakowski from R1 to E1 for Map 19, Parcel 24.12. Property is located at 1110 Shahan Rd, in the 4th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 5.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the County General Fund:

Budget Amendments – County General

<i>Rural Fire Tax</i>	<i>\$ 21,000.00</i>
<i>Sheriff's Department</i>	<i>\$ 1,865.92</i>
<i>Jail</i>	<i>\$ 82,000.00</i>
<i>Sheriff's Department</i>	<i>\$ 11,200.00</i>
<i>Sheriff's Department</i>	<i>\$ 17,303.06</i>
<i>Sheriff's Department</i>	<i>\$ 14,530.00</i>

Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: Various

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to approve the following Budget Amendments to the County General Fund:

Budget Amendment – County General

<i>Building Maintenance</i>	<i>\$ 109,880.00</i>
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Budget Vote (2/18/2025): 2 Yes 1 No 2 Absent

Funding Source: County General Fund Balance

Motion approved by roll call vote 8 Yes 3 No 1 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	No
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	No	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Motion was made by Mr. David Anderson, seconded by Mr. Randy Noe to approve the following Budget Amendment to the Highway Fund:

Budget Amendment – Highway

Capital Outlay

\$630.70

Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: Revenue Collected from the Sale of Scrap Metal

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following Budget Amendments to the General Purpose School Fund:

Budget Amendments – General Purpose School

Regular Instruction Program

\$42,187.50

Special Education Program – Instruction/Special Education Program – Support Services \$ 59,362.08

School Board Vote (2/06/2025): 6 Yes 0 No 0 Absent

Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: TISA Funding and Grant Funds

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the County General Fund:

Department: Animal Control

Item(s): Two (2) CIMC 181A45G Shipping Containers
Serial Number(s): CIMC 0009
CIMC 0011

Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: None

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the Solid Waste Fund:

Department: Solid Waste

Item(s): Twenty-Two (22) 42-yard Marathon Trash Compactor Boxes
Serial Number(s): Unknown / Missing
Over 30 Years Old

Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: None

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 11.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following:

Interfund Capital Outlay Note – Education Debt Service Request for School Laptops not to exceed \$540,000.00

School Board Vote (2/06/2025): 6 Yes 0 No 0 Absent
Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: Note Proceeds / Education Debt Service

Motion approved by roll call vote 8 Yes 3 No 1 Absent. See Resolution 12.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following:

- A) Mayor's signature on Letter of Agreement: Opioid Abatement Fund Disbursement Agreement for County entities*
- B) Mayor's signature on lease agreement between Cheatham County and the Corps of Engineers*

Motion approved by voice vote 1 Absent. See Resolution 13.

OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Sheriff's Office General Orders Command Structure is on file in the Clerk's office.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee's monthly reports were included in the packet.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck stated they only have 1 stock pile day left for the school year. Dr. Cathy Beck announced they are working hard to get ready for the upcoming testing season.

ROAD SUPERINTENDENT – MR. ROBERT BINKLEY: Updated Personnel Policy is on file in the Clerk's office. Updated Personnel Policy attached.

Dr. Cathy Beck thanked the Road Superintendent for doing an outstanding job keeping the roads cleared.

Ms. Diana Lovell asked when Sam's Creek would be paved. Mr. Robert Binkley stated the state would be responsible for paving.

COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: UT Extension Highlights were included in the packet. Ms. Sierra Knauss introduced the youth leadership class. Ms. Sierra Knauss announced the UT Extension is in need of a vehicle.

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt thanked the Commission for their support and announced that the office is now fully staffed.

STANDING COMMITTEES

ROAD AND BRIDGE: Mr. Walter Weakley stated they will meet Thursday March 6, 2025 at 4:00 P.M. at the Highway Department.

EMERGENCY SERVICES: Mr. B.J. Hudspeth gave information about the possibility of 911 operators being recognized as first responders if a bill passes through the State.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the following Consent Agenda:

Notaries

Bryanna A. Alexander
Marilyn A. Byrd
Tyler Houston
Tina R. Morehead
Deborah J. Sauls
Kim K. Wasilewski
Jesse James York

Thalaya Bell
Rosemary England
Mary A. Hughes
Brittney Myers-Knight
Mary Star
Belanda Wellman

Kristy Braden
Melody Henry
Misty Marek
Lou Anne Pollard
Lisa J. Taylor
Roy Lee Wilson, Jr.

Motion approved by voice vote 1 Absent. See Resolution 14.

ANNOUNCEMENTS AND STATEMENTS

Mr. Walter Weakley announced the Lady Cubs will be playing against Camden on Friday at 7:00 P.M.

Ms. Diana Lovell thanked everyone for participating in the dinner.

Ms. Diana Lovell stated the Cheatham County Cares Committee will meet March 12, 2025 at 5:30 P.M. in the David McCullough room.

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to adjourn at 6:50 P.M.

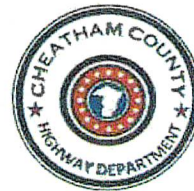
Motion approved by voice vote 1 Absent. See Resolution 15.

Mya A. Shor
County Clerk

Jim Williamson
Legislative Body Chairman



CHEATHAM COUNTY, TN
ROAD SUPERINTENDENT
ROBERT E. BINKLEY
(615)792-4240



February 20, 2025

Mrs. Abby Short
Cheatham County Clerk
354 Frey Street, Suite F
Ashland City, TN 37015

Dear Mrs. Short,

Enclosed you will find a copy of our amended Personnel Policy. We have updated our Family and Medical Leave Act of 1993 (FMLA) twelve (12) workweeks of unpaid job-protected leave period to a "rolling" 12-month period measured backward from the date an employee takes FMLA leave. The 12-month period for FMLA leave prior to May 1, 2025 is a calendar year (January 1 – December 31) and the change in the 12-month measurement period shall be implemented so that no employee loses any leave benefits during the transition. This is on page 2.

We have also updated our Overtime section on page 10 to clarify how time is earned. We added the following, "For the purposes of this calculation, any bereavement leave, voting leave, jury and court leave, compensatory time, annual leave, sick leave or holiday leave (collectively, "Paid Time Off" or "PTO") used for absences within the forty (40) hour workweek will be considered time worked."

Lastly, we have added clarification to the section Compensatory Time on page 11 stating "Compensatory time will be accrued and used at an equal rate rounded up to the nearest quarter (.25) of an hour (fifteen (15) minutes)."

Please file this on record. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Binkley". The signature is fluid and cursive, with a long, sweeping underline.

Robert E. Binkley
Road Superintendent

RB/bu
Enclosures

P.O. BOX 7 ASHLAND CITY, TN 37015

PURPOSE OF THIS MANUAL

The purpose of this manual is to provide the Cheatham County Highway Department (referred to as CCHD) employees with a general understanding of the personnel policies of the CCHD. However, it cannot anticipate every situation or answer every question about employment.

No policy, benefit or procedure contained herein creates an employment contract for any period of time, or a contractual obligation of any kind. All employees will be considered employees-at-will. Employees may be terminated for failure to satisfactorily perform their duties or simply at the will of the employer, but they shall not be terminated for an illegal purpose.

Should the wording or the absence of wording in a particular policy lead to a conflict with accepted procedures or practices, the CCHD is not restricted to that policy. It should also be noted that no policy in this manual entitles an employee to disregard the legal directives of their department head. The CCHD must have flexibility in the administration of its policies and procedures, and reserves the right to change or revise policies without notice when deemed necessary.

The personnel policies in this manual supersede and replace all prior manuals and handbooks.

UPDATED FEBRUARY 2025

PERSONNEL FILES

An individualized personnel file will be maintained on each employee. It is the responsibility of each employee to provide accurate information to the employer. Employees are also responsible for reporting to the employer any change in the information that they have previously provided. Providing false information is a misdemeanor under T.C.A. § 39-16-504.

IMMIGRATION PAPERS

Upon initial employment, all employees are required to complete a Form I-9 to attest that they are lawfully eligible to work in the United States. Employees are further required to supply to the employer copies of documents proving this eligibility.

FAMILY AND MEDICAL LEAVE

Under the federal Family and Medical Leave Act of 1993 (FMLA), eligible CCHD employees are entitled to take up to twelve (12) workweeks of unpaid job-protected leave during a "rolling" 12-month period measured backward from the date an employee takes FMLA leave. The 12-month period for FMLA leave prior to May 1, 2025 is a calendar year (January 1 – December 31) and the change in the 12-month measurement period shall be implemented so that no employee loses any leave benefits during the transition. Once available sick or vacation time has been used in accordance with this policy, the balance of any remaining leave will be unpaid. Employees are eligible for FMLA leave if they have worked for the CCHD at least twelve (12) months. It is not required that the twelve (12) months be consecutive. The employee must also have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) month period immediately preceding the application for leave.

The following list indicates reasons for leave covered under FMLA:

1. Birth of a child or placement of a child for adoption or foster care.
2. A serious health condition of the employee or the care of a child, spouse or parent who has a serious health condition. A serious health condition is an illness, injury, impairment, physical or mental condition requiring inpatient care or continuing medical treatment by a health care provider. To qualify as serious, the condition must result in either an overnight stay in a medical care facility or absence from work and/or regular daily activities for more than three (3) days.

Employee benefits provided by the CCHD will be administered in accordance with federal law. Benefits provided prior to the commencement of the leave period will stay in effect during the FMLA leave period under the same conditions as if you were not on leave. If the CCHD currently pays your insurance premiums, the CCHD will continue to do so during your unpaid leave. Any payment for insurance coverage that is ordinarily

paid by you will continue to be paid by you. Failure to make such payments will result in loss of coverage.

During periods of unpaid leave, an employee will not accrue additional seniority or other benefits.

The right to a leave under this policy shall apply equally to all employees who meet the eligibility requirements. Employees requesting medical leave for their own medical condition or the serious health condition of a child, spouse or parent must use the balance of any available sick leave accrued prior to the commencement of unpaid leave. Paid sick leave will run concurrently with FMLA leave until paid leave is exhausted, at which point any remaining FMLA leave will be unpaid. The employee may also use vacation leave concurrently with FMLA leave if they desire, but shall not be required to do so.

The employee must give thirty (30) days advance notice to their supervisor of the need for leave, where the need is foreseeable. Emergency conditions and unforeseen events, such as a sudden serious health condition or premature birth, do not require such notice. Under such circumstances, the employee should give as much notice as reasonably possible.

The CCHD has the right to verify an employee's request for family/medical leave. If the employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the CCHD requires that the request be supported by certification supplied by the health care provider responsible for the treatment of the serious health condition on a form prescribed by the CCHD. The certification must include the date the serious health condition began, how long the condition is expected to continue, the medical facts to support the need for leave, information sufficient to establish the employee cannot perform the essential functions of the employee's job, as well as the nature of any work restrictions and the likely duration of the incapacity. If leave is taken for the serious health condition of a family member, the certification must also include a statement that the individual needs the care of the employee, and if applicable, an estimate of the amount of time the employee is needed to care for the family member.

If the supervisor has reason to doubt the certification, the CCHD may require a second opinion be acquired from a provider of the CCHD's choice at the CCHD's expense. That provider may not be employed by the CCHD on a regular basis. Should that provider find that a serious health condition as defined by the law does not exist, a third provider may be selected to resolve the conflict. The decision of this provider shall be final and binding. To the extent allowed by law, the medical certification will be treated as confidential and privileged information.

The employee is required to report in periodically to their supervisor while on FMLA leave. The employee shall report in weekly, or, if the employee is suffering from a

serious health condition, as frequently as possible given the employee's condition. The employee is expected to indicate whether they intend to return to work.

Leave taken under this policy can be taken intermittently or on a reduced leave schedule when certified to be medically necessary. Intermittent or reduced leave schedules for routine care of a new child may be taken only with their supervisor's approval, on a schedule mutually agreed upon by both parties.

Ordinarily, the employee is entitled to return to their original position or an equivalent position when they return from family/medical leave. However, if they are a key, salaried employee in the top ten (10) percent of paid employees, the CCHD may not be able to hold the position for them. In these circumstances, the CCHD must show that the denial is necessary to prevent substantial and grievous economic injury to the operations of the CCHD. The CCHD must also notify the employee that it will not be able to hold the original position at the time it is determined, and must give the employee the option to return to work within a reasonable period of time after receiving this notice.

SERVICE MEMBER LEAVE UNDER FMLA

This policy explains the CCHD's eligibility requirements for Service Member Leave under the Family Medical Leave Act of 1993 (FMLA). Except where otherwise noted, the general rights and responsibilities outlined in the family and medical leave policy shall apply to service member leave taken pursuant to the FMLA.

The FMLA allows eligible employees to take leave for the following qualifying events or circumstances:

- 1. Exigency** - Employees with a spouse, child or parent ("the service member") on active duty or called to active duty in the National Guard or Reserves may use leave to address certain qualifying exigencies arising out of the active duty or impending active duty.

Examples of qualifying exigencies include:

1. Short notice deployment
2. Attendance at military events and related activities
3. Arranging childcare, providing childcare on an urgent basis and attending school activities
4. Financial and legal arrangements
5. Counseling for the employee, the service member or child
6. Rest and recuperation (up to five (5) days)
7. Post-deployment activities
8. Additional activities to address other events that arise out of active-duty status, provided the employer and employee agree that it is an exigent circumstance and agree to the timing and duration of leave

The employee may take up to twelve (12) weeks of leave per calendar year (January 1- December 31). The employee whose family member is on active duty or called to active duty as a member of the Regular Armed Forces is not eligible to take leave because of qualifying exigency.

2. **Caregiver for Service Member Injury or Illness** - Employees may also take leave to care for a covered current service member ("the service member") who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform their own duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is in the temporary disability retired list.

In order to care for the covered service member, the employee must be the spouse, son, daughter, parent or next of kin of the service member. The employee may take up to twenty-six (26) weeks of caregiver leave during a twelve (12) month period, such period to be calculated on the first day of leave.

3. **Notice and Documentation** – When the need for leave is foreseeable, the employee shall notify their supervisor at least thirty (30) days before the need for leave. When the need is not foreseeable, the employee shall notify their supervisor as soon as possible. An employee requesting leave must explain the reasons for the needed leave so as to allow the employer to determine whether the leave qualifies under the policy.

The employee must provide complete and sufficient documentation in support of a request for service member FMLA leave. Failure to provide such documentation may result in the denial or delay of FMLA. The employee may also be required to provide documentation of the familial relationship to support service member leave.

It is the policy of the CCHD to grant its employees leave in accordance with the requirements of the Family and Medical Leave Act. A copy of the FMLA publications setting out the employee's rights under the FMLA and additional information are available from the CCHD office.

Tennessee Maternity/Paternity Leave Leave for Adoption, Pregnancy, Childbirth and Nursing an Infant

In addition to the protections provided under the Family and Medical Leave Act of 1993 (FMLA), Tennessee Law offers other allowances for pregnancy, childbirth, adoption and nursing an infant. A qualified employee may take leave as outlined below. The twelve (12) weeks of FMLA shall be counted against the leave under the Tennessee

statute (leave under the two acts will run concurrently). The Tennessee Law requires that the employee policy manual contain a copy of its provisions. Therefore, the provisions are set forth below. These provisions may or may not apply, depending on your circumstances. If you have any questions regarding whether these provisions apply, consult your supervisor.

The provisions of the Tennessee Law, as written, are listed below. The use of the terms "employer" or "company" should be interpreted as referring to the CCHD.

4-21-408. Leave for adoption, pregnancy, childbirth and nursing an infant. –

a) Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four (4) month period shall begin at the time the employee receives custody of the child.

b) (1) Employees who give at least three (3) months advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, whenever applicable, as the date of their leave.

(2) Employees who are prevented from giving three (3) months advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months advance notice.

(3) Employees who are prevented from giving three (3) months advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months advance notice.

c) (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leaves of absence.

(2) If the employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if the employer finds that the employee has utilized the period of leave to actively pursue other

employment opportunities or if the employer finds that the employee has worked part-time or full-time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

d) Nothing contained within the provisions of this section shall be construed to:

(1) Affect any bargaining agreement or company policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location.

MILITARY LEAVE

Regular employees who are members of any military reserve component, including the Tennessee army and the air national guard, will be granted a leave of absence for all periods of military service during which they are engaged in the performance of duty or training for this state or for the United States under competent orders. While on leave, the employee will receive his or her regular compensation for a period not exceeding twenty (20) working days per calendar year, plus any additional days that may result from a call to active state duty by the Governor. Such requested leave shall be supported with copies of the armed forces orders. After the twenty (20) working days of full compensation, such employees may use up to five (5) days of sick leave in lieu of annual leave for the purpose of not having to take leave without pay. Employees may, but are not required to, use annual leave or compensatory time for absences greater than twenty (20) days.

Regular employees will be granted a leave of absence without pay for the purpose of being inducted into or otherwise entering military duty. If not accepted, the employee will be reinstated at the same rate of pay and without loss of seniority, benefits or status. If accepted for service, the employee may be eligible for reinstatement upon being released from active duty upon meeting the conditions set out in T.C.A. Title 8, Chapter 33, relative to employees in military service, and in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. §§ 4301 - 4333.

Employees in military service shall be governed by the requirements of, and shall have all of the rights and benefits conferred upon such persons by state law found in T.C.A. Title 8, Chapter 33, and under USERRA.

IN LINE OF DUTY INJURY LEAVE

Any employee sustaining an injury or an illness during the course and scope of their employment which is determined to be compensable under the provisions of the Workers' Compensation Law shall be entitled to receive In Line of Duty Injury Leave. This leave shall not be counted against any accrued sick leave which the employee has accumulated. The employee is not permitted to substitute any other paid leave. Benefits which are receivable by the employee will be determined by the provisions of the Workers' Compensation Law.

BEREAVEMENT LEAVE

In the case of death in the employee's immediate family, the employee will be given three (3) working days paid leave which will not be charged to vacation leave. Immediate family is defined as the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, legal guardian or legal dependent.

VOTING LEAVE

Any person entitled to vote in an election in this state may be absent from work for a reasonable period of time, not to exceed three (3) hours, necessary to vote while the polls are open in the county where the employee resides. The employer may specify the time the employee may be absent. The employee will receive regular compensation during this period and leave time will not be affected. Voting time shall not be counted as working time for overtime computation.

JURY AND COURT LEAVE

The CCHD encourages all employees to fulfill their duty to serve as members of juries or to testify when called in in both Federal and State courts. The following procedures shall apply when an employee is called for jury duty or subpoenaed to court:

- a) Upon receiving a summons to report for jury duty, the employee shall on the next day they are working, provide a copy of the summons to the employer.
- b) The employee will be granted a leave of absence when the employee is subpoenaed or directed by proper authority to appear in Federal or State court as a juror or a witness.
- c) The employee will receive their regular compensation for the time actually spent serving as a juror or witness and traveling to and from court.
- d) If the employee is paid by the court for service, they must surrender the payment in lieu of compensation of regular pay.

- e) If the employee serves as a witness or juror for more than three (3) hours during the day, the employee will be excused from work for the entire day. Otherwise, the employee must report back to the employer at the conclusion of service.
- f) The above provisions concerning compensation for time in court do not apply if the employee is involved as a party in private litigation. On these occasions the employee must take annual leave, compensatory time or leave without pay.

LEAVE OF ABSENCE

Whenever an employee has to be away from work for an extended period of time, they shall submit a written request for a Leave of Absence (LOA) to their department head or supervisor. For the purposes of this policy a personal LOA is defined as an unpaid absence of more than five (5) working days. A medical LOA is for an extended illness and should start on the first day of absence. The request should be submitted at least thirty (30) days in advance or as soon as possible if the LOA is unexpected. Contained in the request should be a start date for the LOA and an expected return date. The employee is obligated to contact the supervisor if the anticipated return date changes.

A personal LOA should only be for a short time period, but may be approved for up to four (4) calendar months at the department head's discretion. All vacation and compensatory time shall be used prior to unpaid time being granted. Personal LOA's should be reserved for unique situations for which there are no alternatives. They should not be granted for purposes such as looking for or working another job, serving time in correctional facilities, et cetera.

All personal LOA's are at the discretion of each department head and are not the right of any employee. Employee's taking personal LOA's may not be guaranteed the same job or salary upon return to work, unless otherwise required by law. If extenuating circumstances support an LOA of longer than four (4) months, the department head may allow additional unpaid time. However, the total LOA should not exceed twelve (12) months. If extraordinary and compelling reasons exist after twelve (12) months an extension may be granted only by the department head.

Medical LOA's are granted for certain medical conditions of the employee or immediate family member. These are addressed in the employee handbook under Family Medical Leave and Maternity Leave and state that which is required under federal and state law. The department head may allow additional leave to that which the law requires. However, those employees granted leave beyond that required by law may not be guaranteed the same job or salary upon return to work.

All military LOA's will be handled in accordance with federal and state law.

Unless mandated by law, vacation and sick time will not be accrued while an employee is on any unpaid LOA. Furthermore, the employee is responsible for any insurance premiums that are owed, and will lose coverage should payments not be made.

Employees are expected to return to work as scheduled at the end of their LOA. Failure to return on the designated date may result in termination unless the department head has approved an extension.

WAGE AND HOUR POLICIES

The regular workweek for CCHD employees is forty (40) hours; the regular workweek for some administrative employees is thirty-six (36) hours. The workweek begins at 12:01 a.m. on Monday and ends at 12:00 midnight the following Sunday. Employees who are paid on an hourly basis will receive compensation at their regular rate of pay for all hours worked up to and including forty (40) hours in the workweek. The salary paid to salaried employees is compensation for all hours worked by such employees up to and including forty (40) hours in the workweek. The actual work schedule for each employee will be arranged by that employee's supervisor.

Under the Fair Labor Standards Act (FLSA), employee time for one (1) to seven (7) minutes may be rounded down and not counted towards the employee's hours worked. However, employee time for eight (8) to fourteen (14) minutes must be rounded up and counted as a quarter (.25) hour of worked time. Rounding is permitted to the nearest quarter (.25) of an hour (fifteen (15) minutes) or smaller increment.

OVERTIME

"Overtime" is defined as time worked in excess of forty (40) hours in a workweek. Nonexempt employees, as defined herein, who work over forty (40) hours in a workweek (or other permissible schedules for law enforcement, firefighters and certain other employees) are entitled to compensation for such hours, either in cash at the rate of one and one-half (1.5) times their regular rate of pay, or (with a prior agreement or understanding between the employer and employee) compensatory time off at the rate of one and one-half (1.5) hour for each hour of overtime worked. For the purposes of this calculation, any bereavement leave, voting leave, jury and court leave, compensatory time, annual leave, sick leave or holiday leave (collectively, "Paid Time Off" or "PTO") used for absences within the forty (40) hour workweek will be considered time worked. Employees shall not work overtime without first receiving the approval of their supervisor. Any employee who works overtime without obtaining advance approval of the supervisor as required, may be subject to disciplinary action, up to and including termination of employment.

If it is necessary for an employee to work on any observed holiday the employee will be compensated at the employee's regular rate of pay, and the employee will receive either cash at the rate of one and one-half (1.5) times their regular rate of pay, or one and one-half (1.5) hours of compensation time for each hour actually worked during the holiday.

COMPENSATORY TIME

Compensatory time may be given to those employees who work overtime as provided in the section on "Overtime" and with whom the CCHD has a prior agreement or understanding that the employee will accept compensatory time in lieu of cash payment for overtime. Employees are encouraged to use their accrued compensatory time and the CCHD will make every effort to grant reasonable requests for the use of compensatory time when sufficient advance notice is given and the workplace is not unduly disrupted. A maximum of two hundred (200) compensatory hours may be accrued by the employee. Any employee who has reached this maximum shall not work any additional overtime until the employee's accrued compensatory time has fallen below the maximum allowed.

Compensatory time will be accrued and used at an equal rate rounded up to the nearest quarter (.25) of an hour (fifteen (15) minutes).

The CCHD reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated compensatory time. No employee may give or loan compensatory time to another employee. Accumulated compensatory time remaining at termination of service will be paid to the employee at the employee's daily rate of compensation at the time of termination.

TIME RECORDS

Employees are required to record their hours worked on the forms provided for this purpose. Each hourly employee is required to clock in and out daily and, at the end of the pay period, sign and forward the time card to the supervisor for review and processing. Please ensure your actual hours worked and leave time taken is recorded accurately. Falsifying these records may be a crime under T.C.A. § 39-16-504.

LEAVE POLICIES

Annual Leave

Annual leave will be accumulated as follows:

Years of Service	Hours per Pay Period
0-5	5
5-10	6
10-15	7
15 +	8

Annual leave will begin accumulating the first day of service, but cannot be taken until the employee has completed six (6) months of continuous service. Annual leave may be taken at the employee's discretion upon request and approval. Accumulated hours

in excess of three hundred fifteen (315) at June thirtieth (30th) of each year will be transferred to sick leave. Accumulated annual leave remaining at termination of service will be paid to the employee at the employee's daily rate of compensation at the time of termination. The employee must work the majority of the pay period to accumulate annual leave. Annual Leave may not be taken before it is actually accumulated. No employee may give or loan vacation time to another employee.

Sick Leave

Sick leave will be accumulated as follows:

Years of Service	Hours per Pay Period
0-5	5
5-10	6
10-15	7
15 +	8

Sick leave shall be considered a privilege and not a right. Full time employees will receive full pay during incapacity caused by illness if sick leave is taken. Sick leave may be accumulated to an unlimited number of hours. Sick leave may be used for personal illness or injury or that of an immediate family member. A fitness for duty certificate will be required if the employee is absent more than three (3) days. Upon termination the employee will forfeit all accumulated unused sick leave. Upon retirement, any employee hired prior to February 1, 2010, may take the option to have their sick leave accumulated as of February 1, 2010, ("Locked In Sick Leave"), paid to them at their hourly rate of pay as of February 1, 2010. Upon retirement, any employee hired after February 1, 2010, will have all accumulated sick leave credited to their retirement service. The employee must work the majority of the pay period to accumulate sick leave. Sick leave may not be taken before it is actually accumulated. No employee may give or loan sick time to another employee.

Employees participating in the Tennessee Consolidated Retirement System (TCRS) are eligible to include unused accumulated sick leave as creditable service in computing retirement benefits to the extent permitted by TCRS rules. Locked In Sick Leave for which the employee has elected to receive cash payment at retirement is not eligible for inclusion as creditable service.

WORKERS' COMPENSATION

Any employee sustaining an injury or illness during the course and scope of their employment should notify their supervisor immediately. If the injury is determined to be compensable under the provisions of the Workers' Compensation Law the employee shall be entitled to receive in-line-of-duty injury leave. This leave shall not be counted against accrued sick leave. The employee is not permitted to substitute any other paid leave. Benefits that are receivable by the employee will be determined by the provisions

of the Workers' Compensation Law. The employee must contact the CCHD office to obtain instructions and documentation to be completed to receive medical attention. Employees must comply with the procedures for reporting injury and selection of physicians as set forth in the Workers' Compensation Guide in order to be entitled to workers' compensation benefits.

HOLIDAY LEAVE

On the following legal holidays, county offices will be closed and employees will be excused from work without charge to leave.

Observed Holidays

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King, Jr Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	(Thursday & Friday)
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

Election Day for local county elections only.

LEAVE TRANSFER BETWEEN DEPARTMENTS

Any full-time employee that transfers to another Cheatham County Government department without a break in service can have all vacation and sick leave transferred to the new department.

SOCIAL SECURITY AND RETIREMENT PLANS

Participation in the Social Security System is mandatory for all employees in an active pay status who meet Social Security Guidelines. Payroll contributions into the Social Security System shall be shared by the CCHD and each employee. Employees should contact their local Social Security office for information regarding Social Security Benefits.

All regular, full-time employees are members of the Tennessee Consolidated Retirement System (TCRS), the same system which provides retirement allowance for state employees. Terms of membership and coverage shall be governed by TCRS. Membership in this plan is required as a condition of employment for all full-time employees.

After six (6) months of service, employee retirement contributions of five percent (5%) of the employee's gross pay will be deducted per pay period.

LONGEVITY AWARD PLAN

In order to reward full-time employees who provide invaluable work experience through continuous service to the CCHD, the CCHD utilizes a Longevity Award Plan. After seven (7) consecutive years of service the employee will receive a longevity award of seven hundred dollars (\$700.00). The employee will be awarded an additional one hundred dollars (\$100.00) for each additional year of service.

After any break in continuous service the employee will be required to use their new employment date for determining eligibility for the longevity award. They will not receive credit for time of employment prior to break in service.

CONTINUOUS SERVICE CREDIT

Provided there is no break in employment, the time between an employee's date of hire as a full-time employee and their date of termination will be considered a period of continuous service for purposes of leave (sick and annual), longevity pay and retirement benefits. If the employee with a break in service is rehired by the CCHD, their period of continuous service starts over on the date of rehire. The period of continuous service shall be broken under the following conditions:

- a) Discharge with or without cause
- b) Voluntary resignation
- c) Changing status from regular, full-time employment to part-time or temporary employment

PROBATIONARY PERIOD

Each new employee will be on probation for six (6) months. If they prove satisfactory during the probationary period, they will be hired permanently in a position best fitting their qualifications. The probationary period will allow their supervisors to judge their performance and willingness to perform assigned duties. It will also allow the prospective employee to decide whether they desire to work for the CCHD. If they have an unsatisfactory performance during the probation period, they may or will be terminated.

For positions requiring a Commercial Driver's License (CDL), the employee is allowed thirty (30) days from the probationary period to obtain their CDL license. Failure to obtain the specialized license may result in termination.

COMPENSATION PLAN

The compensation plan of the CCHD is established by assigning each job classification a salary grade which reflects the knowledge, skills and abilities needed to fill that position. Each employee will be compensated based upon the salary grade that is

assigned to their position. No full-time employee shall be paid at a rate less than the base rate nor more than the maximum rate for a position as set out in the compensation plan.

The compensation plan establishes a salary range within each job. It is designed to provide for merit pay increases to employees as a reward for ability and performance and to compensate employees for their increased value to this county.

Merit pay increases are not automatic. Increases will be granted only upon the recommendations of the employer and will be based upon the ability and performance of the employee.

SALARY AND PAYDAY

Salary and paydays will be discussed with each new employee upon hire. Payday is every other Thursday via direct deposit.

Salary Deductions

1. Federal income tax
2. Social Security (FICA) and Medicare
3. Retirement (Mandatory after six (6) months)
4. Any insurance premiums
5. Any other voluntary deductions; Insurance premiums paid by the county on the employee's behalf will be reimbursed by the employee, if the employee does not have sufficient wages to cover these expenses i.e., sickness, lay off, etc.

COBRA

An individual covered by the employee health plan has the right to seek continued health coverage upon the occurrence of certain events, such as termination of employment, which might affect that individual's health coverage. The employee or covered individual should consult the health care plan administrator.

TERMINATION PAY

An employee whose services are being terminated, either voluntarily or involuntarily, shall be paid for all regular earnings that are due and accrued plus all accrued vacation time, overtime and compensatory time. The employee will not be compensated for any unused sick leave days. In the event of death, the amount owing to the employee shall be paid to the employee's beneficiary designated in writing for this purpose. If no beneficiary has been designated, amounts owing at the time of death will be paid to the surviving spouse, surviving children or to the estate, as may be required by law.

POLICY/RULE VIOLATION OR MISCONDUCT

The CCHD has established guidelines expressing its expectations of employees' conduct. These guidelines describe conduct that generally results in the CCHD taking corrective action. These guidelines are not all inclusive and other conduct not listed may result in corrective action, up to and including termination.

These guidelines do not form a contract of employment. Employment with the CCHD is at will and can be terminated for any reason, with or without cause. The decision as to what action will be taken rests solely with the CCHD and is made based on the circumstances of the individual policy/rule violation or misconduct.

The CCHD realizes that no set of rules can cover the complexities of every situation. Therefore, the following must be viewed as general guidelines. The CCHD may deviate at will from its disciplinary guidelines as the circumstances may warrant.

The following is a list of some of the policy/rule violations or misconduct which may result in corrective action, up to and including termination:

- Removal of county property without authorization
- Theft, fraud or embezzlement
- Falsification of county documents
- Sale, possession or use of drugs/alcohol on county premises or county time
- Willful alteration of time keeping records
- Assault or threatening bodily harm to another
- Insubordination
- Intentional damage to or destruction of county property
- Discriminatory and/or sexual harassment: touching, offensive or degrading comments and innuendoes which create a hostile, intimidating or offensive work environment for the public or employees
- Misuse of county property, services or employment relationships in a manner inconsistent with county policy
- Unprofessional business conduct toward the public
- Carelessness or failure to use good safety practices
- Working unauthorized overtime
- Actions detrimental to morale
- Failure to follow work schedule (excessive absences and tardiness)
- Failure to contact a supervisor when absent
- Reporting to work in an unfit condition (i.e., physically, mentally or emotionally impaired)
- Any unauthorized absence after the time limit of authorized vacation or other approved absence, unless satisfactory evidence of inability to report to work is shown
- Possession of a handgun on county premises or county time without a valid handgun carry permit

- Failure to report after notification of restoration of workforce
- Failure to report for reinstatement within ninety (90) days following discharge from military service

39-16-504. Destruction of and tampering with governmental records.

a) It is unlawful for any person to:

1. Knowingly make a false entry in, or false alteration of, a governmental record;
2. Make, present or use any record, document or thing with knowledge of its falsity and with intent that it will be taken as a genuine governmental record; OR
3. Intentionally and unlawfully destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record.

b) A violation of this section is a Class A misdemeanor. [Acts 1989, ch. 591, §1.]

NON-DISCRIMINATION-EQUAL OPPORTUNITY POLICY

It is the policy of the CCHD to provide equal employment opportunities to all individuals regardless of race, color, religion, sex (this classification includes all forms of gender-based discrimination, including sexual harassment, pregnancy discrimination, gender-based wage discrimination and discrimination based on sexual orientation or gender identity), national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or a status in any other group protected by law. This policy extends to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. It is the policy of the CCHD to make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship.

It is the policy of the CCHD to maintain a respectful work and public service environment. CCHD prohibits and will not tolerate any form of unlawful harassment by or toward any employee or official on the basis of race, color, religion, sex (this classification includes all forms of gender-based discrimination, including sexual harassment, pregnancy discrimination, gender-based wage discrimination and discrimination based on sexual orientation or gender identity), national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or a status in any other group protected by law. Any employee or official who engages in such behavior is subject to disciplinary action, up to and including termination of employment.

Employees or applicants with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of the immediate supervisor or department head. Employees can raise concerns

and make complaints without fear of reprisal and with the assurance of protection from harassment or retaliation. Anyone found to be engaging in discrimination or harassment in violation of the CCHD policy will be subject to disciplinary action, up to and including termination of employment. A finding of a violation of the CCHD policy does not, however, amount to a finding of unlawful discrimination or harassment; in order to further its objective of equal employment opportunities the CCHD may, but shall not be required to, interpret its policy more broadly than federal or state law mandates.

HIRING PRACTICES

The CCHD does not discriminate in its hiring practices on the basis of race, color, religion, sex (this classification includes all forms of gender-based discrimination, including sexual harassment, pregnancy discrimination, gender-based wage discrimination and discrimination based on sexual orientation or gender identity), national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or a status in any other group protected by law.

UNLAWFUL HARASSMENT IN THE WORKPLACE

It is the policy of the CCHD to maintain a respectful work and public service environment. The CCHD prohibits and will not tolerate any form of unlawful harassment by or towards any employee on the basis of race, color, religion, sex (this classification includes all forms of gender-based discrimination, including sexual harassment, pregnancy discrimination, gender-based wage discrimination and discrimination based on sexual orientation or gender identity), national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or a status in any other group protected by law. Any employee or official who engages in such behavior is subject to disciplinary action, up to and including termination of employment.

One particular kind of harassing behavior is sexual harassment. Sexual harassment is a form of sex discrimination prohibited under Title VII. According to the Equal Employment Opportunity Commission (EEOC), unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment. Sexual harassment can occur in a variety of circumstances. The victim does not have to be of the opposite sex. The victim does not have to be the person harassed but can be anyone who is affected by the offensive conduct. The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker or a non-employee.

Neither sexual harassment nor any other form of unlawful harassment will be tolerated in the workplace. Employees are urged to report alleged incidents of unlawful harassment. No adverse personnel action will be taken against an employee for reporting an incident or assisting in the investigation of a complaint. However, disciplinary action up to and including termination of employment may be taken against any individual

providing false information in connection with a complaint. Anyone found to be engaging in harassment in violation of county policy will be subject to disciplinary action, up to and including termination of employment. A finding of a violation of county policy does not, however, amount to a finding of unlawful harassment; in order to further its objective of equal employment opportunities the county may, but shall not be required to, interpret its policy more broadly than federal or state law mandates.

DISCRIMINATION/HARASMENT COMPLAINT PROCEDURE

Discrimination, including harassment, in the workplace on the basis of race, color, religion, sex (this classification includes all forms of gender-based discrimination, including sexual harassment, pregnancy discrimination, gender-based wage discrimination and discrimination based on sexual orientation or gender identity), national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or a status in any other group protected by law is illegal. If an employee believes that he or she has been subjected to illegal discrimination or harassment related to employment with the CCHD, the employee should report the incident promptly to the Road Superintendent or department head under whose direction the employee works. If the problem is not resolved within a reasonable time, or if for any reason the employee feels uncomfortable reporting the problem to the Road Superintendent or department head, then the problem should be reported to the Cheatham County Human Resources (HR) Director. The HR Director may act as a mediator between the affected employee and the Road Superintendent or department head under whose direction the employee works to assist them in reaching an acceptable resolution of the problem, but the HR Director has no legal authorization to make employment decisions on behalf of the Road Superintendent or department head. A conclusion by the CCHD that disciplinary action should be taken does not constitute a finding of unlawful discrimination or harassment; in order to further its objective of equal employment opportunities the CCHD may, but shall not be required to, interpret its policy more broadly than federal or state law mandates. No adverse personnel action will be taken against an employee for reporting an incident of discrimination or harassment or for assisting in the investigation of a complaint. However, disciplinary action may be taken against an individual who intentionally and maliciously provides false information in connection with a complaint.

DRUG AND ALCOHOL TESTING POLICY

Federal regulations issued by the US Department of Transportation (DOT), require any entity using commercially licensed drivers (CDL) to establish stringent testing programs to deter such drivers from engaging in substance abuse that could impede their performance. This policy is adopted to comply with all requirements. This policy is designed to enhance productivity and safety and to foster excellence by maintaining a safe and productive environment for all employees. This policy is applicable only to CCHD employees subject to Federal Highway Administration (FHWA) regulations on the misuse of alcohol and the use of controlled substances.

The CCHD will conduct the following drug and alcohol tests:

Pre-Employment:

All applicants receiving offers of employment will undergo pre-employment drug and alcohol testing. The CCHD will not hire an applicant unless the applicant or employee passes the pre-employment drug and alcohol test.

Post-Accident:

Post-accident drug and alcohol testing will be conducted for drivers if the accident (i) resulted in the loss of human life, (ii) resulted in the issuance of a moving citation for a moving violation, (iii) resulted in bodily injury to any person that required medical treatment away from the scene of the accident, or (iv) resulted in one or more vehicles incurring disabling damage.

Reasonable suspicion:

Employees will be required to submit to a drug and alcohol test when the CCHD has a reasonable suspicion that the employee has used a prohibited drug or misused alcohol. Reasonable suspicion is established if a supervisor reasonably concludes based on their observation that the employee may have used drugs or misused alcohol. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. A written record of the suspicion test shall be made and signed by the supervisor or department head within twenty-four (24) hours of the observation. Any employee that undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost.

Random:

Random drug and alcohol tests will be conducted for all employees performing a safety-sensitive function at a rate established by law. Random tests will be spread reasonably throughout the year. There will be no pattern to when random test will be conducted. Random tests will be unannounced and all employees performing safety-sensitive functions will have an equal chance of being selected for testing from the random pool each time tests are conducted. Employees shall remain in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once during the year.

Return-to-Duty/Follow-up Testing:

Employees that have failed drug or alcohol testing shall be subject to return-to-duty testing prior to returning to a safety sensitive position and thereafter to follow-up-testing as required by law.

A failed drug and/or alcohol test will result in automatic termination.

TEMPORARY TELECOMMUTING POLICY

In the event of an emergency such as a weather disaster or pandemic, the CCHD may allow or require employees to work from home temporarily to ensure continuity of county business.

Procedures:

In the event of an emergency, the CCHD may require certain employees to work remotely. These employees will be advised of such requirements by the Road Superintendent. Preparations should be made by employees and supervisors in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware, software, phone and data lines. The County IT department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.

The employee and Road Superintendent will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace design considerations and scheduling issues.

The employee will establish an appropriate work environment within their home for work purposes. The CCHD will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

The CCHD will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the CCHD is to be used for CCHD purposes only.

In accordance with the CCHD's policies and procedures on securing confidential information for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential CCHD and customer information accessible from their home office.

Employees should not assume any specified period of time for emergency telecommuting arrangements, and the CCHD may require employees to return to regular, in-office work at any time.

1. The employee will remain accessible and productive during scheduled work hours.
2. Nonexempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices and comply with any special timekeeping instructions provided by their supervisor.
3. Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
4. The employee will report to the employer's work location as necessary upon directive from their supervisor.
5. The employee will communicate regularly with their supervisor and co-workers, which includes a daily written report of activities.
6. The employee will comply with all CCHD rules, policies, practices and instructions that would apply if the employee were working at the usual CCHD work location.

7. The employee will maintain satisfactory performance standards.
8. The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care. In pandemic circumstances, exceptions may be made for employees with caregiving responsibilities.
9. The employee will maintain a safe and secure work environment at all times.
10. The employee will allow the employer to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice.
11. The employee will report work-related injuries to their supervisor as soon as practicable.
12. The employee agrees that CCHD equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on CCHD equipment. The employee understands that all tools and resources provided by the CCHD shall remain the property of the CCHD at all times.
13. The employee agrees to protect CCHD tools and resources from theft or damage and to report theft or damage to their supervisor immediately.
14. The employee agrees to comply with the CCHD's policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary CCHD and customer information accessible from their home offices.
15. The employee understands that all terms and conditions of employment with the CCHD remain unchanged, except those specifically addressed in this policy.
16. The employee understands that management retains the right to modify these guidelines on a temporary or permanent basis for any reason at any time.
17. The employee agrees to return CCHD equipment and documents within five (5) days of termination of employment.

If the County is experiencing extraordinary circumstances, employees may be allowed or required to spend all or a portion of their regular work schedule at home in an "on call" status while receiving the employee's regular rate of pay.

EMPLOYEE ACKNOWLEDGEMENT

By signing this form, I acknowledge that I have received a copy of the personnel policies currently in effect for my office as of this date, and I understand that it is my responsibility to read and comply with the policies. These policies cannot and are not intended to answer every question about my employment with the Cheatham County Highway Department (CCHD). I understand that I should consult the personnel department regarding any part of the policies that I do not understand or any questions I may have about my employment with the CCHD which are not answered in the policies. The current policies will always be on file in the office of the Cheatham County Clerk, and I may examine them there at any time during normal business hours.

The policies are necessarily subject to change, and I acknowledge that revisions may occur. I understand that all changes to the policies will be filed in the office of the Cheatham County Clerk. Although my employer will usually provide me with notice of changes, I understand that changes will apply to me regardless of whether I receive actual notice. I understand that revised information may supersede, modify or eliminate any or all of the policies at any time. All information contained in the policies is subject to applicable state and federal laws, rules and regulations, and I understand that to the extent that any such laws may conflict with any provision of the policies, such laws, rules and regulations will control.

I have entered into my employment relationship with the CCHD voluntarily, and I acknowledge that there is no specific length of employment and that my employment may be terminated by me or by my employer at will, without cause or prior notice, at any time.

I acknowledge that none of the CCHD's policies may be constructed to create a contract of employment or any other legal obligation, express or implied, and that any policy may be amended, revised, supplemented, rescinded or otherwise altered, in whole or in part, at any time, in the sole and absolute discretion of the CCHD.

Employee Name (Print)

Employee Signature

Date

COMPENSATORY TIME AGREEMENT

In accordance with the Fair Labor Standards Act (FLSA), the Cheatham County Highway Department (CCHD) has a policy of granting employees compensatory time off in lieu of compensation for time worked in excess of 40 (forty) hours in a workweek (or other permissible schedules for law enforcement, firefighters and certain other employees). A copy of this policy is on file in the office of the Cheatham County Clerk.

I understand that compensatory time will be granted at one and one-half (1.5) rate of their regular pay for all time worked in excess of 40 (forty) hours (or other permissible work schedules). I further understand that accrued compensatory time may be used in accordance with county policy and the applicable laws, rules and regulations of the U. S. Department of Labor. I voluntarily and knowingly agree to accept compensatory time off in lieu of cash compensation for overtime work and to the use of accrued compensatory time off in accordance with the county's policy and the laws, rules and regulations of the U. S. Department of Labor.

Employee Name (Print)

Employee Signature

Date

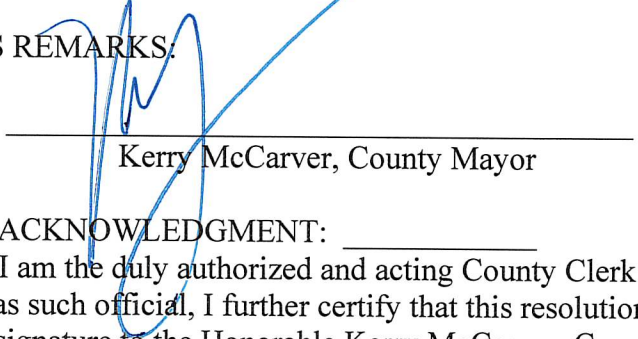
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: February 24, 2025
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 1 Absent

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

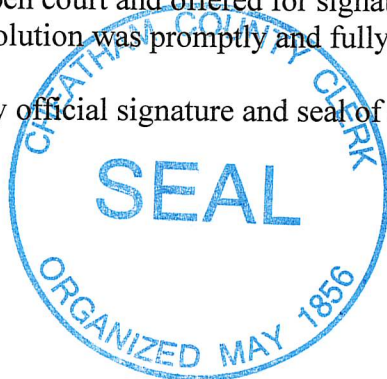
CHEATHAM COUNTY MAYOR'S REMARKS:

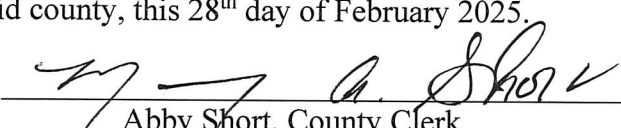

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.




Abby Short, County Clerk

RESOLUTION: 2

RESOLUTION TITLE: To Approve Agenda As Amended

DATE: February 24, 2025

MOTION BY: Mr. Tim Williamson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the February 24, 2025 Legislative Body meeting is approved by:

- 1.) Adding VSO under New Business
- 2.) Removing Item 1 under County Mayor

RECORD: Approved by voice vote 1 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

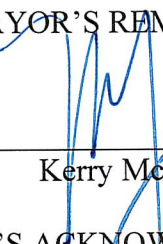
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.


Abby Short, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: February 24, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker

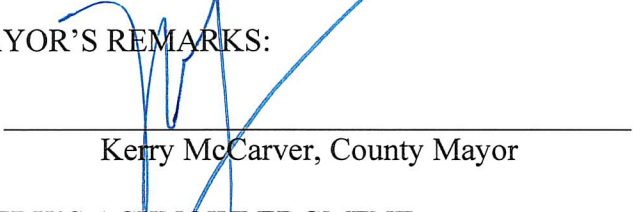
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the January 27, 2025 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

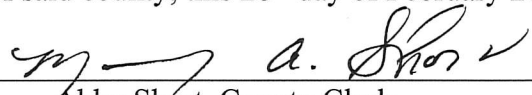
CHEATHAM COUNTY MAYOR'S REMARKS:

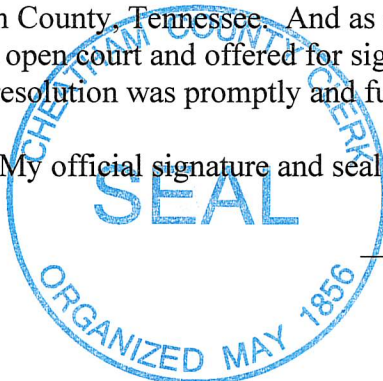

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 28th day of February 2025.


Abby Short, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: To Expand The Veteran Service Office

DATE: February 24, 2025

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the expansion of the current VSO office to encompass the building to the left of the existing VSO office and ask the County Mayor to begin the bidding process for a design architect for the project.

*Veteran's Service Committee Vote (2/24/2025): 4 Yes 0 No 1 Absent
Funding Source: VSO Fund Balance and General Fund*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	James O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Bloodlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:


I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

3/3/25

SEE ATTACHMENT

Witness, My official signature and seal of said county, this 28th day of February 2025.





Abby Short, County Clerk



February 28, 2025

County Clerk Abby Short and Cheatham County Commissioners,

This is my notification that I am vetoing the resolution to expand the current VSO location at Sycamore Square that was passed by members on the night of Monday, February 24, 2025. The resolution is unclear and many questions were left unanswered before your vote to approve. The following questions should be answered during reconsideration of the resolution is made by the full commission:

1. How many in-person cases per week and month do the VSO staff handle? Please go back at least 12 months. Do you have printed reports from the system to back this up for each of the three staff members? How often are three in-person cases at one time worked in this office?
2. Does the office take appointments? If so, what percentage compared to walk-ins?
3. How many are out of Cheatham County cases are being filed by our local office? Our office is 100% funded by Cheatham County tax payers and zero funding from the State or Federal level.
4. What are the "VA Standards" that were mentioned during your first consideration of this build out?
5. Would the existing office space need to be updated to accommodate the soundproofing, doors and other needs to produce a work zone that would not allegedly violate HIPPA rules? If so, what would be the additional cost to the project?
6. Once the total cost is determined including all design and architect fees, the project should be reviewed by the budget committee to make a recommendation on funding for the project and not thrown out in a regular session with no notice.
7. The consideration of the project which in no way is an emergency should never have been brought straight to the floor without being discussed and considered in a commission workshop. This violates the rules that were set by the Chairman Tim Williamson just months prior.
8. If additional space is needed, how much is truly needed? Could the other side of the existing VSO space at Sycamore Square be used since it is smaller and would cut the cost of the project?
9. Could the existing space be revamped to address these alleged issues with no need to expand the space?
10. The proposed 1,200 sq. ft. build out is estimated over \$400,000 at \$300/ sq. ft. and architect fees. A cap should be placed on the project instead of blank check funding from the county fund balance.
11. I would encourage the entire commission to visit the current VSO offices as well as look at the two options for expansion before making a final decision.

I respectfully ask the commission to understand the answers to these questions to be in the best position to decide the best direction. It is imperative to ensure the best possible use of tax dollars and return on our investment.


Kerry R. McCarver

RESOLUTION: 5

RESOLUTION TITLE: To Approve The Zone Change Request For Shannon Mosakowski
From R1 To E1 For Map 19, Parcel 24.12

DATE: February 24, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Shannon Mosakowski from R1 to E1 for Map 19, Parcel 24.12. Property is located at 1110 Shahan Rd., in the 4th Voting District and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes


CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

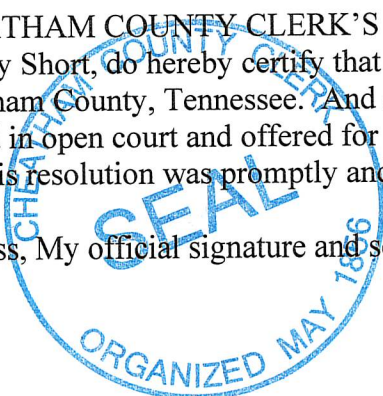
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.



Abby Short, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: February 24, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the new 2024-2025 fiscal year

Rural Fire Tax

101 - 34625 - 02	Committed for Public Safety	\$21,000.00
101 - 54320 - 358 - 002	Remittance of Rev Collected-Pegram City/Rural Fire Tax	\$8,000.00
101 - 54320 - 358 - 003	Remittance of Rev Collected-Ashland City Fire Tax	\$8,000.00
101 - 54320 - 358 - 006	Remittance of Rev Collected Two Rivers/Petway Fire Tax	\$5,000.00

Transfer funds from Fire Tax reserve to cover expenses for Pegram, Ashland City, and Petway fire districts for fiscal year 2024-2025

Sheriff's Department

101 - 34525 - 03	Restricted for Public Safety	\$1,865.92
101 - 54110 - 719	Office Equipment	\$1,865.92

Transfer funds from the Sheriff's Data Processing reserve to purchase a computer for CID

Jail

101 - 34625 - 05	Committed to Public Safety	\$82,000.00
101 - 54210 - 711	Furniture and Fixtures	\$82,000.00

Transfer funds from Prisoner Boarding Reserve to purchase shelving for the inmate storage area in the new jail

NOTE: Other amendments

Sheriff's Department

101 - 46240	School Resource Officer Grants	\$11,200.00
101 - 54110 - 189	Other Salaries and Wages	\$11,200.00

Transfer State SRO Retention and Training Grant funds to reimburse the line the SRO officers were paid from

Sheriff's Department

101 - 47590	Other Federal through State	\$17,303.06
101 - 54110 - 187	Overtime Pay	\$7,440.00
101 - 54110 - 790	Other Equipment	\$9,863.06

Transfer funds received from Tennessee Highway Safety Office (THSO) Driving Under Influence Grant to reimburse for payroll and equipment

Sheriff's Department

101 - 47590	Other Federal through State	\$14,530.00
101 - 54110 - 355	Travel	\$241.00
101 - 54110 - 790	Other Equipment	\$14,289.00

Transfer funds received from the Tennessee Highway Safety Office (THSO) Network Coordinator Grant to reimburse for travel and equipment

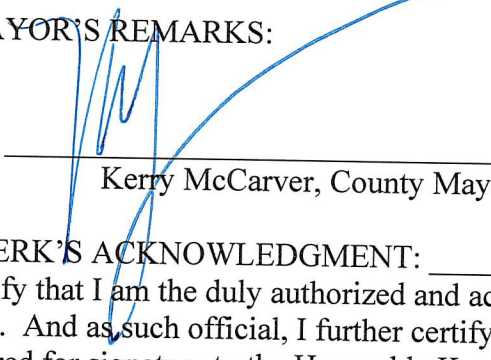
Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: Various

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.




Abby Short, County Clerk

RESOLUTION: 7

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: February 24, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

Building Maintenance

101 – 39000	Unassigned	\$109,880.00
101 – 51800 – 707	Building Improvements	\$109,880.00

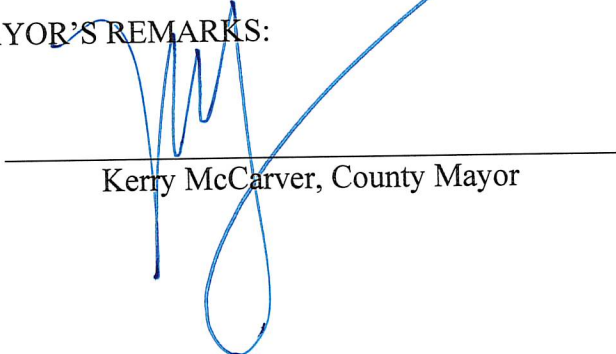
Transfer funds from County General fund balance to upgrade all sixteen (16) outdoor light poles at the Cheatham County Courthouse (includes light fixtures \$70,905.00 and installation \$38,975.00)

*Budget Vote (2/18/2025): 2 Yes 1 No 2 Absent
Funding Source: County General Fund Balance*

RECORD: Approved by roll call vote 8 Yes 3 No 1 Absent

David Anderson	Yes	Bill Powers	No
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	No	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes


CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor


CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.



Abby Short, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway Fund

DATE: February 24, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Randy Noe

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway Fund:

Capital Outlay

131 – 44130	Sale of Materials and Supplies	\$630.70
131 – 68000 – 718	Motor Vehicles	\$630.70

Transfer revenue collected from the sale of scrap metal to the motor vehicles line

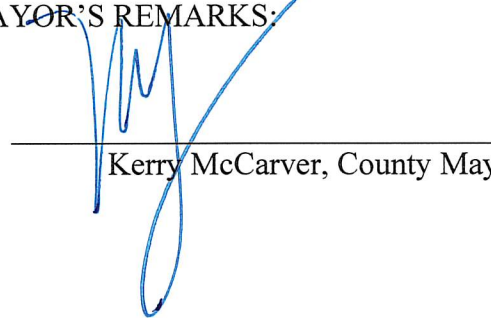
Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: Revenue Collected from the Sale of Scrap Metal

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.





Abby Short, County Clerk

RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School Fund

DATE: February 24, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February, 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

Regular Instruction Program

141 – 46510	Tennessee Investment in Student Achievement	\$42,187.50
141 – 71100 – 116	Teachers	\$42,187.50

Transfer Tennessee Investment in Student Achievement (TISA) funding to pay teachers

Special Education Program – Instruction (71200) / Special Education Program – Support Services (72220)

141 – 46515	Early Childhood Education	\$59,362.08
141 – 71200 – 116	Teachers	\$13,500.00
141 – 71200 – 163	Educational Assistants	\$8,500.00
141 – 71200 – 171	Speech Pathologist	\$12,000.00
141 – 71200 – 201	Social Security	\$150.00
141 – 71200 – 212	Employer Medicare	\$150.00
141 – 71200 – 322	Evaluation and Testing	\$500.00
141 – 71200 – 429	Instructional Supplies and Materials	\$19,062.08
141 – 72220 – 322	Evaluation and Testing	\$2,500.00
141 – 72220 – 499	Other Supplies and Materials	\$500.00
141 – 72220 – 524	In Service/Staff Development	\$2,500.00

Transfer state Special Education (SPED) Preschool Grant funding to pay teachers

School Board Vote (2/06/2025): 6 Yes 0 No 0 Absent

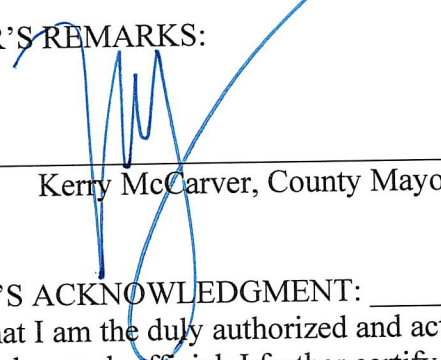
Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent

Funding Source: TISA Funding and Grant Funds

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.




Abby Short, County Clerk

RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Surplus Items For The County General Fund

DATE: February 24, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Animal Control

Item(s): Two (2) CIMC 181A45G Shipping Containers
Serial Number(s): CIMC 0009
CIMC 0011

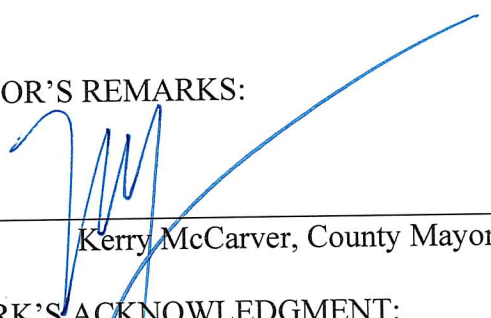
Items are not being used and are taking up space needed for other uses. Once approved for surplus items will be sold on GovDeals.

*Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: None*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.



Abby Short, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Surplus Items For The Solid Waste Fund

DATE: February 24, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the Solid Waste Fund: 116-44530 (Sale of Equipment) or 116-44145 (Sale of Recycled Materials):

Department: Solid Waste

Item(s): Twenty-Two (22) 42-yard Marathon Trash Compactor Boxes
Serial Number(s): Unknown / Missing
Over 30 Years Old

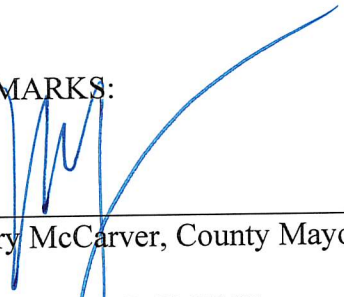
Items are located at the back of the landfill and are damaged and no longer usable. Once approved for surplus items will be sold for scrap.

*Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: None*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.





Abby Short, County Clerk

RESOLUTION: 12

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For School Laptops Not To Exceed \$540,000.00

DATE: February 24, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of the Cheatham County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: School Laptops (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Cheatham County Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Five Hundred Forty Thousand Dollars (\$540,000.00) (the "Notes"). The Notes shall be designated "School Laptops Interfund Capital Outlay Notes, Series 2025"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 10 years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15)

days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

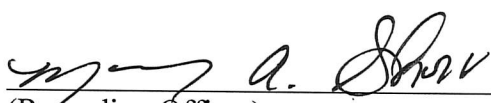
Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

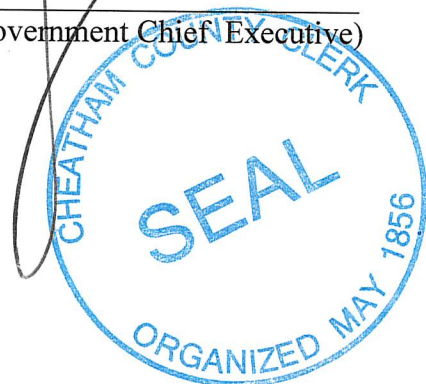
Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 24th day of February, 2025.


(Local Government Chief Executive)

ATTESTED:


(Recording Officer)



Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby
Principal Sum:

_____, Tennessee (the Local Government) hereby
acknowledges itself indebted, and for value received hereby promises to pay to the Registered
Owner hereof (named above), or registered assigns, the Principal Sum specified above on the
Maturity Date specified above or according to an amortization schedule attached hereto (unless
this note shall have been duly called for prior redemption and payment of the redemption price
shall have been duly made or provided for), upon presentation and surrender to the Local
Government or its agent, and to pay interest on the Principal Sum on _____
and thereafter on _____ of each year at the Interest Rate per annum
specified above or according to an amortization schedule attached hereto, by check, draft, or
warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on
the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the
note register maintained by or on behalf of the _____
_____ Local Government. Both principal of and interest on this note are payable
at the office of the Of the Local Government or a paying agent duly appointed by the Local
Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

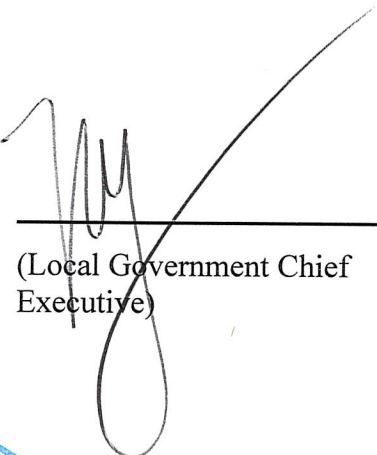
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

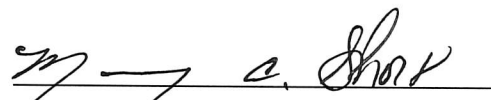
IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.



(Local Government Chief
Executive)

ATTESTED:



(Recording Officer)



ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
_____ attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of
substitution in the premises.

Date: _____

Assignor: _____

Address: _____

School Board Vote (2/06/2025): 6 Yes 0 No 0 Absent
Budget Vote (2/18/2025): 3 Yes 0 No 2 Absent
Funding Source: Note Proceeds / Education Debt Service

*Approval of this note also provides approval of the following Budget Amendments:

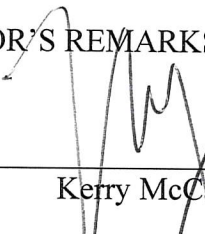
Education Capital Projects

177 – 49800	Transfers In	\$537,596.89
177 – 91300 – 799	Other Capital Outlay	\$537,596.89

RECORD: Approved by roll call vote 8 Yes 3 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.





Abby Short, County Clerk

RESOLUTION: 13 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Opioid Abatement Agreement

DATE: February 24, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Opioid Abatement agreement is approved.

A copy of the agreement is attached.

RECORD: Approved by voice vote 1 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

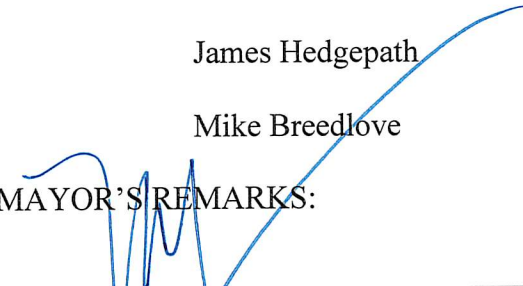
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

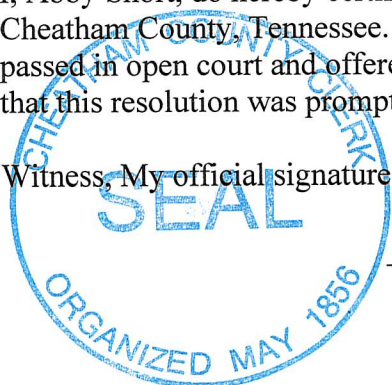
CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.




Abby Short, County Clerk



Opioid Abatement
Council

**LETTER OF AGREEMENT:
OPIOID ABATEMENT FUND DISBURSEMENT AGREEMENT
FOR COUNTY ENTITIES**

Date: *January 31, 2025*

To: The Honorable *Kerry McCarver*
Cheatham County
354 Frey Street, Suite E, Ashland City, TN 37015

From: Dr. Stephen Loyd, Chair of the Tennessee Opioid Abatement Council
Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council

On May 24, 2021, the Tennessee General Assembly passed Public Chapter No. 491 establishing the Opioid Abatement Fund and the Opioid Abatement Council.

The Opioid Abatement Fund is the designated repository of funds that are either dedicated to opioid abatement or remediation or are otherwise directed to abatement or remediation and that are received by the state pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims. *See Tenn. Code Ann. § 9-4-1304.*

The Opioid Abatement Council is responsible for disbursing funds from the Opioid Abatement Fund. Pursuant to Tenn. Code Ann. § 33-11-103(p), for proceeds from the statewide opioid settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, or Johnson & Johnson Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., Walmart Inc., K-VA-T Food Stores, Inc., or The Kroger Co. or affiliates or subsidiaries of these entities that are deposited in the opioid abatement fund, the council shall disburse thirty-five percent (35%) of these proceeds to counties that join the settlement.

These funds allocated to counties *must be spent on opioid abatement and remediation purposes* that are specifically approved by the Opioid Abatement Council and included on a list of approved programs created by the Opioid Abatement Council. *See Tenn. Code Ann. § 33-11-103(r), (s).* Please see Attachment A for a list of these approved abatement and remediation activities.

In accordance with the above, the Opioid Abatement Council is disbursing *\$228,735.12* to *Cheatham County*.

If your county chooses to accept these funds, sign this agreement (include your taxpayer identification number and requested contact information) in the space provided below. Your signature serves as your county's acceptance of the following terms and conditions:

- a) Your county agrees to utilize this money only for approved opioid abatement and remediation activities outlined in Attachment A. By signing below, you, as the representative for your county, certifies that your county will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.

- b) Your county agrees to report on a semi-annual basis to the Opioid Abatement Council requested information. This request information may include, but not be limited to, the following:
- (1) what abatement and remediation strategies on Attachment A your county funded with these funds,
 - (2) the number of people served with these funds, when the funds were spent, and
 - (3) the total amount of funds spent delineated per abatement and remediation strategy as identified on Attachment A.

The report will be sent to your county via link by the Opioid Abatement office twice a year. More information will be given to your county at a later date.

- c) If your county fails to fulfill the obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, against your county for payments made to your county under this agreement.
- d) Your county's records and documents, insofar as they relate to the performance of your county's obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to Tenn. Code Ann. § 4-3-304 and applicable rules and regulations thereunder.
- e) The funds received shall be placed in an interest-bearing account until such time as they are used for the purposes set out in this agreement. The funds received shall be distributed to the county for an initial total time period of four years. The county shall obligate all funds for specific purposes as consistent with this agreement within the initial two-year time period of the four-year time period. At any time during the four-year time period, the county may spend the funds. At the expiration of the four-year time period, the unspent funds shall revert back to the State's Opioid Abatement Fund, unless the county requests in writing and receives approval from the Council for additional time. At the expiration of the four-year time period or at the end of any extension granted by the Council, whichever is later, if any portion of the funds are not expended, the unexpended portion plus any accrued interest shall be returned to the State's Opioid Abatement Fund. At the expiration of the four-year time period or at the end of the extension granted by the Council, whichever is later, if any portion of the funds are obligated but unspent and the Council has not approved an extension, the county shall be responsible for the obligation.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

Please be advised that this disbursement agreement is subject to the appropriation or availability of funds in the Opioid Abatement Fund. If the funds are not appropriated or are otherwise unavailable, the Opioid Abatement Council reserves the right to modify or terminate this agreement, upon written notice. The Opioid Abatement Council's right to terminate or modify this agreement due to lack of funds is not a breach of this agreement by the Opioid Abatement Council. Upon modification or termination, you shall have no right to recover from the Opioid Abatement Council any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

If you should have any questions or comments or need any assistance responding to this request, please contact Ella Reding, Project Administrator of the Tennessee Opioid Abatement Council at 615-5715116 or oac.tncounty@tn.gov

Please retain a copy of this letter for your records.

On behalf of *Cheatham County*, I hereby agree to the aforementioned terms and conditions. By signing, I certify that *Cheatham County* will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Official's Contact Information (phone/email)

Federal Taxpayer Identification Number

RESOLUTION: 13 (B)

RESOLUTION TITLE: To Approve Mayor's Signature Lease Agreement Between
Cheatham County And The Corps Of Engineers

DATE: February 24, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the lease agreement between Cheatham County and the Corps of Engineers is approved.

A copy of the agreement is attached.

RECORD: Approved by voice vote 1 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

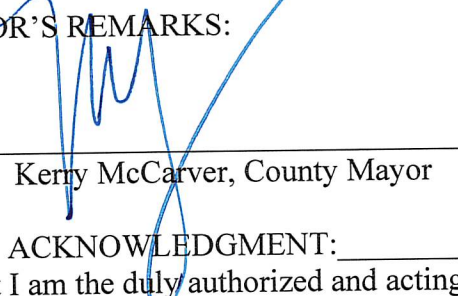
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.



Abby Short, County Clerk



LEASE NO. DACW62-1-24-0346
Replaces No. DACW62-2-99-0034

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
CHEATHAM LOCK AND DAM PROJECT
CHEATHAM COUNTY, TENNESSEE
TRACT NO. F-614-2

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **CHEATHAM COUNTY, TENNESSEE**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits "A" and "B"**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of 20 years, beginning January 1, 2020 and ending December 31, 2039.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **CHEATHAM COUNTY, 328 FREY STREET, ASHLAND CITY, TENNESSEE**; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CELRN-RE-M, 110 9th Avenue South, Room A-405, Nashville, Tennessee 37203; or as may from time to time otherwise be

directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit "C"** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than January 1st of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased Premises.
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to

the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

- a. At the commencement of this lease, the Lessee, unless self-insured, and its

sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum

which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with

full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Concition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the

payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by —

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "D"**. Upon expiration,

revocation or relinquishment of this lease another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. -HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the

Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

36. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work

on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order

13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for

inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an official thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taker; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the

applicable minimum wage under Executive Order 13658. To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit;
- (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written

request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. **Recordkeeping.**

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time

spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking,

unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. SITE SPECIFIC

Any proposed ground disturbance, tree cutting, or other work will require separate review and may require further coordination with state and Federal agencies.

LEASE NO. DACW62-1-24-0346

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this _____ day of _____,
20_____.

Mary C. Keith
Chief, Real Estate
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of
_____, 20_____.

Cheatham County Tennessee

Honorable Kerry R. McCarver
Mayor, Cheatham County

LEASE NO. DACW62-1-24-0346

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) : ss

On this _____ day of _____, 20____, before me the undersigned
Notary Public, personally appeared _____, known to me to
be the person described in the foregoing instrument, who acknowledged that he
executed the same in the capacity therein stated and for the purposes therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

LEASE NO. DACW62-1-24-0346

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the
_____ of the _____, that _____ who signed the
foregoing instrument on behalf of the grantee was then _____
of _____. I further certify that the said officer was acting
within the scope of powers delegated to this officer by the governing body of the
grantee in executing said instrument.

(Date)

(Signature of Clerk or other certifying official)

LEASE NO. DACW62-1-24-0346

ACKNOWLEDGMENT

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 20__, before me the undersigned Notary Public, personally appeared Mary C. Keith, Chief, Real Estate, Real Estate Contracting Officer, U.S. Army Engineer District, Nashville District, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Jamie Summers Realty Specialist
U.S. Army Corps of Engineers
110 9th Avenue South, Room A-405
615-736-2395

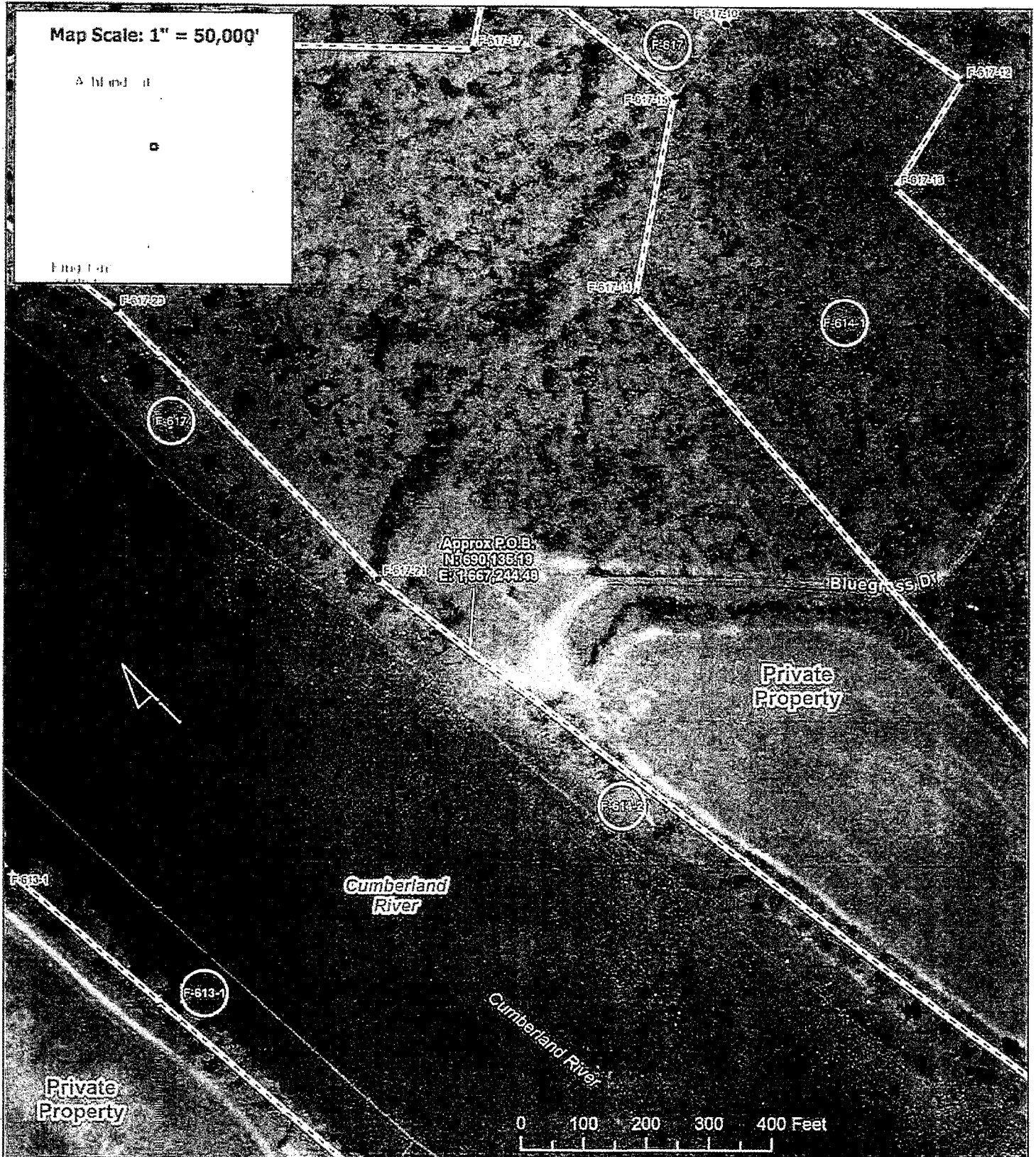
REVIEWED FOR LEGAL SUFFICIENCY BY:

Trella Sparks, Assistant District Counsel
615-736-7997

Map Scale: 1" = 50,000'

A. Island at

Find it on



Approx P.O.B.
N: 690,136.19
E: 1,667,244.49

Private
Property

Cumberland
River

Cumberland River

Private
Property

0 100 200 300 400 Feet

Legend



Tracts

Monuments

Lease = +/- 0.20 ac

Government Boundary Line



US Army Engineer District
Nashville District Corps of Engineers
Real Estate Division

Scale

1" = 200 feet

Date

January 2024

County

Cheatham County,
Tennessee

Mapper

Matthew Seider

Cheatham Lock and Dam Lease

DACW 62-1-24-0346
Tract F-614-2 = +/- 0.20 ac
to
Cheatham County,
Tennessee
for Launching Ramp

Lease DACW62-1-24-0346
to Cheatham County, Tennessee
for Launching Ramp
Cheatham Lock and Dam Project
Cheatham County, Tennessee
Exhibit "B"

OWNER: U.S. Government, U.S. Army Corps of Engineers

0.20 ac

A tract of land located in the State of Tennessee, County of Cheatham, City of Ashland City, located northwest of Nashville, south of State Highway 12, on Bluegrass Drive along the waters of the Cumberland River, USA Government owned property at the following location:

Commencing from a point approximately 190 feet southeast of USA monument F-617-21 in the Government Boundary line having the approximate coordinates of N: 690,135.19, E: 1,667,244.48;

Thence following the Government Boundary Line S 52°53'00" E 106.91 feet to a point;

Thence leaving the Government Boundary and following the Lease Line:

S 37°36'31" W 83.67 feet to a point;

N 49°20'11" W 108.28 feet to a point;

N 38°29'53" E 78.17 feet to the Point of Beginning, containing 0.20 ac, more or less.

The parcel described contains a portion of USA Government owned tract F-614-2. The Government boundary line in the foregoing description is based on survey sheet 31 for Cheatham Lock and Dam performed in 1974. The Lease Line of the foregoing description is based on information provided on Exhibit "A" of the Lease document that is depicted using Geographic Information Systems technology and NAD 1983 Tennessee State Plane Coordinates. It is the intention of the foregoing description to include all public property managed by the Corps of Engineers that is included in the Lease granted to Cheatham County, Tennessee for Launching Ramp.

Development Plan
Cheatham County – Bluegrass Drive Boat Ramp

1. Minimum facilities and services to be provided during the first year (January 2024 – December 2024) of the lease:

ITEMS:	COST:
1. Routine janitorial	\$2,000
Total estimated cost:	\$2,000

2. Minimum facilities and services to be provided during second year (January 2025 – December 2025) of the lease:

1. Routine janitorial	\$2,000
2. Add Rip Rap rock for stabilization	\$5,000
Total estimated cost:	\$7,000

3. Minimum facilities and services to be provided during third year (January 2026 – December 2026) of the lease:

1. Routine janitorial	\$2,000
Total estimated cost:	\$2,000

4. Minimum facilities and services to be provided during the fourth year (January 2027 – December 2027) of the lease:

1. Routine janitorial	\$2,000
Total estimated cost:	\$2,000

5. Minimum facilities and services to be provided during the fifth year (January 2028 – December 2028) of the lease:

1. Routine janitorial	\$2,000
Total estimated cost:	\$2,000

Total Five Year Development:	\$15,000
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Development Plan is only a list of potential operations and maintenance that may occur. Any developments will include a request through the Cheatham Lake Resource Managers Office.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP)
and STATEMENT OF FINDINGS

FOR

CHEATHAM COUNTY INDUSTRIAL PARK BOAT LAUNCHING RAMP
CHEATHAM COUNTY, TENNESSEE
CHEATHAM LOCK AND DAM

Information contained in this statement is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA) 42 U.S.C. 9620(h) and Army Regulation 200-1, Environmental Protection and Enhancement.

1. REAL PROPERTY TRANSACTION: This action consists of the conversion of Easement DACW62-2-99-0034 to a Parks and Recreation Lease covering 0.25+/- acre of Federal Property, Tract F-514-2 acquired for the Cheatham Lock and Dam Project.

This ECP has been prepared to update the existing record, and to record any changes that indicate a concern for the potential of hazardous substances that may have been stored or released in excess of the reportable quantities listed in 40 CFR, Part 373.

2. COMPREHENSIVE RECORDS SEARCH: A records search was conducted and included:

a. Real Property Historical File which included:

(1) Tract acquisition document (deed) dated around the 1953 acquisition date was accessed on January 26, 2023, from the Natural Resources Web Viewer online platform.

(2) Outgrant instrument master file, Easement No. DACW62-2-99-0034.

b. Project Master Plan, May 2018. Because of the limited recreational development on public lands at this location, the site is classified as Multiple Resource Management, Vegetative Management.

c. Environmental Impact Statement, Cumberland River, Tennessee and Kentucky, November 1975.

d. Internal records search by all appropriate Nashville District Divisions including a comprehensive review of Operations, Project, and Real Estate files including, but not limited to tract maps, photographs, deeds, titles, descriptions, Outgrants, and historical data.

3. SITE INSPECTIONS: There was no site inspection performed specifically for this ECP; however, the site was inspected by Amber Jones, Cheatham Lake Natural Resource Specialist on March 2, 2022, for this Outgrant action. Ms. Jones documented her findings on a Report of Compliance Inspection (ENG Form 3131) that no unauthorized use was observed, and the area is in satisfactory condition. The visual site evaluation demonstrated no misuse of Federal Property. The property has been inspected several times by personnel since the issuance of the easement. None of the inspections indicated evidence of unsafe conditions due to hazardous or toxic

RESOLUTION: 14
RESOLUTION TITLE: Consent Calendar
DATE: February 24, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

Bryanna A. Alexander
Marilyn A. Byrd
Tyler Houston
Tina R. Morehead
Deborah J. Sauls
Kim K. Wasilewski
Jesse James York

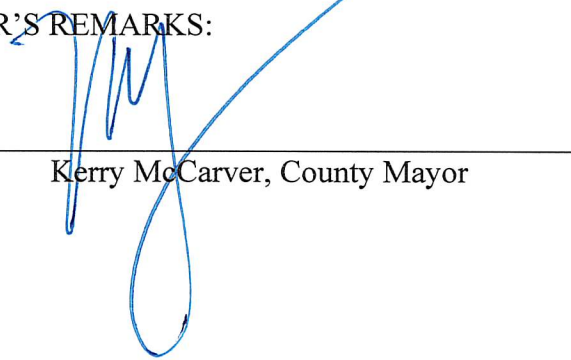
Thalaya Bell
Rosemary England
Mary A. Hughes
Brittney Myers-Knight
Mary Star
Belanda Wellman

Kristy Braden
Melody Henry
Misty Marek
Lou Anne Pollard
Lisa J. Taylor
Roy Lee Wilson, Jr.

RECORD: Approved by voice vote 1 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.





Abby Short, County Clerk

RESOLUTION: 15
RESOLUTION TITLE: Adjourn
DATE: February 24, 2025
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Bill Powers

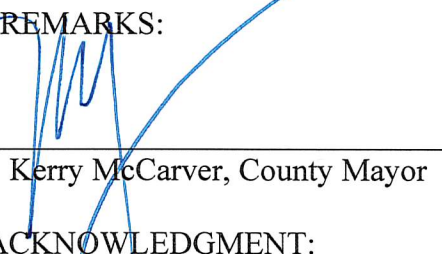
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 24th day of February 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 6:50 P.M.

RECORD: Approved by voice vote 1 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove


CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 28th day of February 2025.


Abby Short, County Clerk

