

## RESOLUTION

No. 2021/06/01

**TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET  
THIS 28<sup>TH</sup> DAY OF JUNE, 2021**

**RESOLUTION IN REF: WAIVER, RELEASE AND DISCHARGE OF  
REVERSIONARY RIGHT OF MEDICAL OFFICE  
BUILDING PROPERTY CONSTITUTING .665 ACRES  
OF THE HCMH CAMPUS**

WHEREAS, in 1995 Hawkins County, Tennessee did quitclaim unto Hawkins County Memorial Hospital the hospital campus thereof constituting 9.849 acres per Quitclaim Deed Recorded in Deed Book 376, page 165, Register's Office for Hawkins County, Tennessee (attached to this Resolution). This deed contained a reversionary right whereby the property in question would revert back to Hawkins County, Tennessee in the event the premises were sold or no longer used for a hospital.

WHEREAS, Subsequent to this time HCMH leased the entire 9.849 acre hospital campus to Wellmont Hawkins County Memorial Hospital, Inc. ("Wellmont") under a long-term ground lease which currently expires on June 30, 2070. Wellmont subsequently subleased a .665 acres portion (description and map attached), more or less, of the hospital campus to Dr. Ranjan Sachdev pursuant to a sublease agreement which also expires June 30, 2070. Sachdev has constructed a medical office building on the .665 acre tract and is selling its interest in said medical office building, including its rights, duties and obligations as sublessee under the sublease. Sachdev has requested that the reversionary rights be waived or terminated as to the .665 acre tract to facilitate the sale of the medical office building.

WHEREAS, Hawkins County, Tennessee has determined that it is in the best interest to terminate its right of reversion with respect to the .665 acres only but retaining the reversion as to the remaining acreage for which the county has not previously waived its right of reversion.

THEREFORE, BE IT RESOLVED THAT:

1. Hawkins County, Tennessee does hereby waive, release and discharge its right of reversion with respect to the premises attached to this Resolution constituting .665 acres, more or less, but specifically retains its right of reversion as to the remaining premises for which the county has not previously waived its reversionary interest; provided, however, the waiver of the county's reversionary interest shall not cause Hawkins County Memorial Hospital to lose its ownership interest in the .665 acre tract.
2. The County Mayor be and hereby is authorized to execute any and all necessary documents in accordance with this Resolution.

EXHIBIT A

Located in the City of Rogersville, 4th Civil District of Hawkins County, Tennessee:

TO FIND THE POINT OF BEGINNING, start at an old iron rod in the line of Bean (Deed Book 100, page 399); thence S. 14° 56' 13" W., 62.93 feet to a new iron rod, the northeasterly corner of the property herein conveyed and the point of BEGINNING; thence S. 33° 11' 00" E., 175.03 feet to a new iron rod; thence S. 56° 49' 00" W., 165.53 feet to a new iron rod; thence N. 33° 11' 00" W., 175.03 feet to a new iron rod; and N. 56° 49' 00" E., 165.53 feet to the point of BEGINNING, containing 0.665 of an acre, more or less, as shown on map titled "Lease Lot 2 Boundary for Sachdev Orthopedic, Wellmont Health System, Hawkins County Memorial Hospital", by John R. Mize, TRLS #891, of Mize & Associates Surveyors, Blountville, Tennessee, dated December 8, 2006.

Introduced By Esq. Valerie M. Goins

ACTION: YES NO ABSTAIN

Seconded By Esq. \_\_\_\_\_

Roll Call \_\_\_\_\_

Date Submitted 06-14-2021

Voice Vote \_\_\_\_\_

*Nancy D. Davis*  
County Clerk

Absent \_\_\_\_\_

COMMITTEE ACTION

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

\_\_\_\_\_

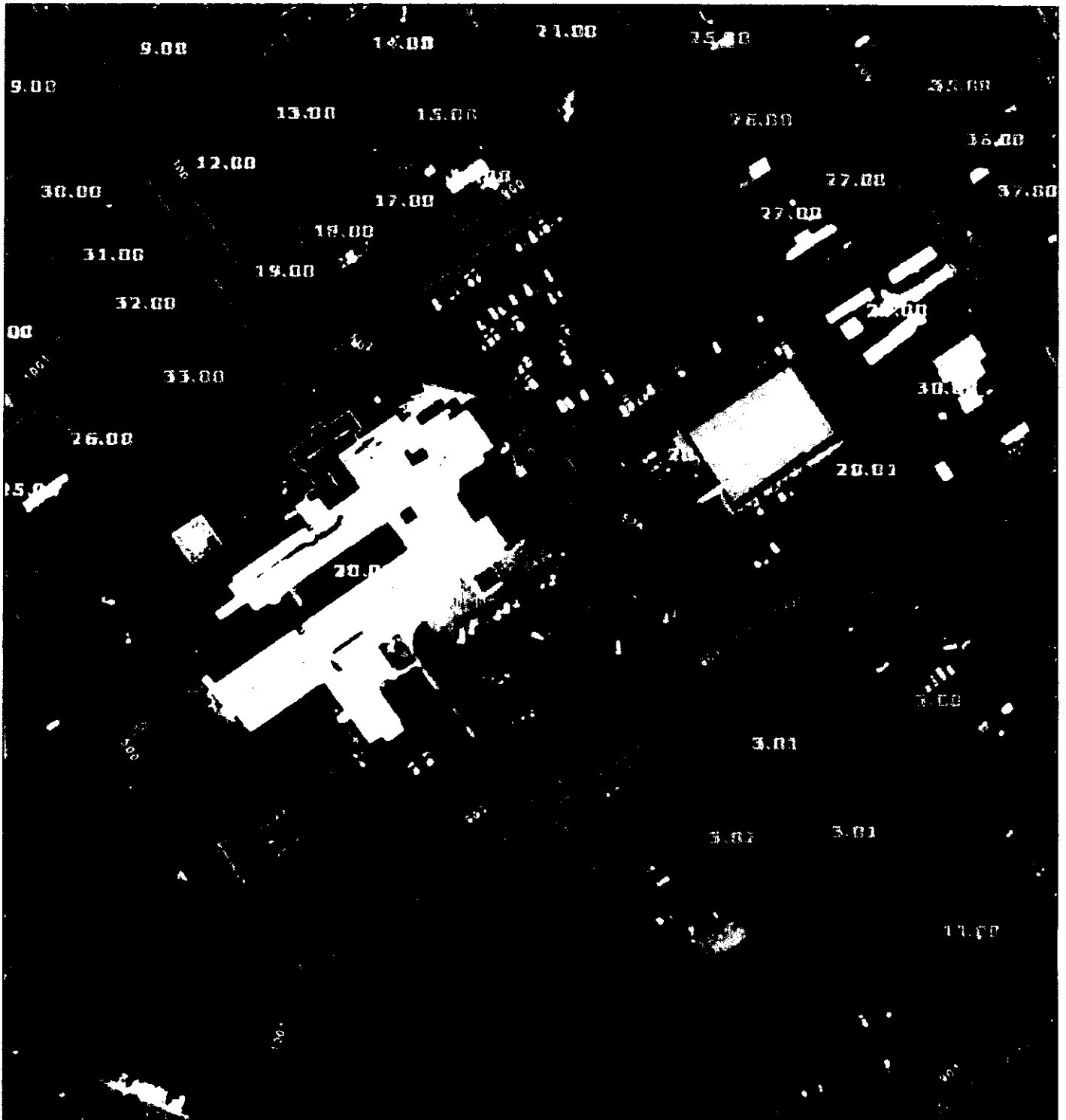
Chairman \_\_\_\_\_

\_\_\_\_\_

Mayor \_\_\_\_\_

MAYOR'S ACTION Approved \_\_\_\_\_ Veto \_\_\_\_\_

# Hawkins County - Parcel: 100M A 020.02



Date: April 21, 2021  
County: Hawkins  
Owner: WELLMONT HAWKINS CO MEMORIAL HOSPITAL  
Address: SCENIC DR 401  
Parcel Number: 100M A 020.02  
Deeded Acreage: 0.66  
Calculated Acreage: 0  
Date of Imagery: 2019

Esri, HERE, Garmin, (c) OpenStreetMap contributors  
TN Comptroller - OLG  
TDOT  
State of Tennessee, Comptroller of the Treasury, Office of Local Government  
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

RESOLUTION

No. 2009 / 02 / 02

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23 day of February, 2008.

RESOLUTION IN REF: **WAIVER, RELEASE AND DISCHARGE OF REVERSIONARY RIGHT OF WELLMONT MEDICAL BUILDING PROPERTY CONSTITUTING 1.675 ACRES OF THE HCMH CAMPUS**

WHEREAS, in 1995 Hawkins County, Tennessee did quitclaim unto Hawkins County Memorial Hospital the hospital campus thereof constituting 9.849 acres per Quitclaim Deed Recorded in Deed Book 376, page 165, Register's Office for Hawkins County, Tennessee (attached to this Resolution). This deed had a reversionary right whereby the property in question would revert back to Hawkins County, Tennessee in the event the premises were sold or no longer used for a hospital.

Subsequent to this time HCMH leased the premises to Wellmont, Hawkins County Memorial Hospital Inc. (Wellmont) under a long-term ground lease which HCMH has agreed to extend to June 30, 2070. Wellmont has constructed a medical office building on a portion of the above acreage constituting 1.675 acres, more or less, and is selling its interest in said medical office building and then entering into a sub-ground lease of the 1.675 acre tract (description attached to this Resolution). Wellmont has further requested that the reversionary rights be waived or terminated as to the 1.675 acre tract to facilitate the sale of the medical office building and the sub-ground lease of the 1.675 acre tract. So long as the ground lease with HCMH remains in effect and so long as the hospital building is operated as a hospital facility, the medical office building must continue to be used for medical office purposes notwithstanding Wellmont's sale of the medical office building and lease of the 1.675 acre tract.

WHEREAS, Hawkins County, Tennessee has determined that it is in its best interest to terminate its right of reversion with respect to the 1.675 acres only but retaining the reversion as to the remaining acreage which includes the hospital and surrounding grounds.

THEREFORE, BE IT RESOLVED THAT:

1. Hawkins County, Tennessee does hereby waive, release and discharge its right of reversion with respect to the premises attached to this Resolution constituting 1.675 acres, but specifically retains its right of reversion as to the remaining premises described in Deed Book 376, page 165, Register's office for Hawkins County, Tennessee.
2. The County Mayor be and hereby is authorized to execute any and all necessary documents in accordance with this Resolution.

Introduced By Esq. Claude Parrott  
 Secoded By Esq. Bill Henderson  
 Date Submitted 2-9-09  
A. Caroll Jenkins  
 County Clerk  
 By: \_\_\_\_\_  
 Chairman Crockett Lee

**As Amended**  
 ACTION: AYE NAY PASSED  
 Roll Call 13 8  
 Voice Vote \_\_\_\_\_  
 Absent \_\_\_\_\_  
 COMMITTEE ACTION \_\_\_\_\_

STATE OF TENNESSEE  
 COUNTY OF HAWKINS  
 I, A. Caroll Jenkins, Clerk of Hawkins County, Tennessee,  
 hereby certify the within to be a true and correct copy of  
Resolution 2009-02  
43028  
 WITHIN THE PUBLIC RECORDS OF THE COUNTY OF HAWKINS, TENNESSEE.  
 2009  
 224-931  
 2009  
 224

AMENDMENT TO RESOLUTION 2009/02/02

Amending last paragraph of resolution, Article 1 by adding the following language after the word "Tennessee".

**provided, however, the waiver of the county's reversionary interest shall not cause Hawkins County Memorial Hospital to lose its ownership interest in the 1.675 acre tract**

to read

Therefore, Be It Resolved that:

1. Hawkins County, Tennessee does hereby waive, release and discharge its right of reversion with respect to the premises attached to this Resolution constituting 1.675 acres, but specifically retains its right of reversion as to the remaining premises described in Deed Book 376, page 165, Register's office for Hawkins County, Tennessee; **provided, however, the waiver of the county's reversionary interest shall not cause Hawkins County Memorial Hospital to lose its ownership interest in the 1.675 acre tract.**
2. (No change to original language)

AYE    NAY

Introduced by CLAUDI PARROTT

ROLL CALL    13    8

Secordid by BIL C Henderson

225

Crockett Lee	Tie Breaker	Linda Kimbro	NO
Dwight Carter	YES	Virgil Mallett	NO
Larry Frost	YES	Boyd Goodson	YES
Christopher Jones	YES	Billy Henderson	YES
Kenneth Long	NO	Gorman Lipe	NO
Fred Montgomery	YES	Shane Bailey	YES
Tim Simpson	NO	Gary Hicks, Jr.	YES
Danny Alvis	NO	Claude Parrott	YES
Stacy Vaughan	NO	Carmel Maddox	YES
Charles Thacker	YES	Charlie Newton	YES
Hanes Cooper	NO	Robert Palmer	YES

Roll Call Discussion Voting... Results Agenda Setup Options

Item 3 Passed (13 YES - 8 NO - 0 ABS - 0 Absent) 11 YES Needed >

Motion to Amend  
Resolution 2009/02/02

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QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into on this 26th day of October, 1995, by and between HAWKINS COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, party of the first part, and HAWKINS COUNTY MEMORIAL HOSPITAL, a not for profit Hospital Corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, first party does hereby grant, bargain, sell, convey and QUITCLAIM unto second party, all of its right, title and interest in and to the following described property, to-wit:

SITUATE in the FOURTH (4TH) Civil District of HAWKINS County, Tennessee, near and to the west of the western corporate limits of the Town of Rogersville, Tennessee, and generally described as being adjoined on the north by Scenic Drive and by extension of the southern line thereof; on the south by an extension westwardly of the northern line of Locust Street (a street in the Armstrong Subdivision); on the east by Armstrong Subdivision; and on the west by other property of John Gray and wife, Mary C. Gray, and being more particularly described as follows:

BEGINNING on an iron stake in the western line of the Armstrong Subdivision at the point where the southern line of Scenic Drive or an extension of the southern line of Scenic Drive intersects the western line of Armstrong Subdivision; thence with the western line of the Armstrong Subdivision in a southerly direction 504 feet to an iron stake in the northern line of the westwardly extension of the northern line of Locust Street; thence in a westwardly direction with the extended northern line of Locust Street 864 feet to a concrete post; thence establishing a divisional line between the premises here conveyed and property retained by John Gray, in a northerly direction and on a line parallel with the western line of Armstrong Subdivision 504 feet to a concrete post in line with the southern line of Scenic Drive or extension thereof; thence eastwardly with the southern line of Scenic Drive or the extension thereof 864 feet to the point of BEGINNING.

AND BEING the same property conveyed to Hawkins County, Tennessee, a political subdivision of the State of Tennessee, by deed of John Gray and wife, Mary C. Gray, dated April 16, 1959, of record in the Register's Office for Hawkins County, Tennessee, in Deed Book 129, page 98, to which reference is hereby expressly made.

*See Resolution in Deed Book 421-61*

This Instrument Prepared By:  
PHILLIPS & HALE  
107 East Main Street, Suite 207  
Rogersville, Tennessee 37857

376/165

227

166

In the event the aforesaid premises should be sold by second party or no longer used for a hospital then at such time title shall revert automatically to first party. This deed is made pursuant to Resolution of Hawkins County Legislative Body on October 23, 1995.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its duly authorized County Executive on this the day and year first above written.

HAWKINS COUNTY, TENNESSEE

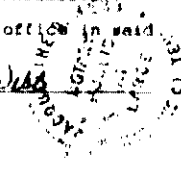
By: G. Douglas Price  
Douglas Price,  
County Executive

STATE OF TENNESSEE  
COUNTY OF HAWKINS

Personally appeared before me, the undersigned Notary Public in and for said state and county, G. DOUGLAS PRICE, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the County Executive for HAWKINS COUNTY, TENNESSEE, the within named party, and that he, as such County Executive, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Hawkins County, Tennessee, by himself as County Executive.

WITNESS my hand and official seal at office in said county, this 3 day of November, 1995.

Jacqueline D. White  
Notary Public



My Commission Expires:

3/2/99

JO662

STATE OF TENNESSEE HAWKINS COUNTY  
RELEASED FOR RECORD THE 30 DAY OF Nov 1995  
AT 10:18 P.M. BY AM NOTARY PUBLIC  
AND RECORDED 378 PAGES  
RECORDING FEE \$ 8.00 STATE TAX \$  
CLERK'S FEE \$ 2.00 TOTAL \$ 10.00 RECEIPT NO. 2691  
GALS & CARPENTER REG  
BY JPK DEPUTY

8<sup>00</sup> 11-30  
10:15

JP

228



EXHIBIT A

**Legal Description of Hospital Campus**

Located in the Town of Rogersville, in the Fourth (4<sup>th</sup>) Civil District of Hawkins County, Tennessee, and being more particularly bounded and described as follows, to-wit:

**BEGINNING** at an iron rod in the northern right of way of Locust Street, being a common corner with Armstrong Subdivision; thence with the northern right of way of Locust Street, South 57 deg. 49 min. 24 sec. West, a distance of 864.84 feet to an iron rod, a common corner to Rogersville Housing Authority; thence with the line of Rogersville Housing Authority, North 31 deg. 08 min. 00 sec. West, a distance of 488.87 feet to a concrete monument in the line of Wilson-Gray Subdivision, Section One; thence with the line of Wilson-Gray Subdivision, Section One and the southern right of way line of 3<sup>rd</sup> Street West, North 56 deg. 49 min. 00 sec. East, a distance of 864.22 feet to an iron rod in the line of Armstrong Subdivision; thence with the line of Armstrong Subdivision, South 31 deg. 15 min. 01 sec. East, a distance of 504.04 feet to the point of **BEGINNING**, containing 9.849 acres, more or less, as shown on a map entitled "Lease Boundary Survey", Wellmont Health System, Hawkins County Memorial Hospital, prepared by John R. Mize, R.L.S. 891 of Mize & Associates Surveyors, Blountville, Tennessee dated May 31, 2000.

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**Legal Description of Wellmont Medical Office Building Parcel to be Sub-Ground Leased to  
G&E Healthcare REIT Mountain Empire, LLC**

Description of that certain tract or parcel of land situated in the City of Rogersville, in the Fourth (4<sup>th</sup>) Civil District of Hawkins County, Tennessee, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron rod on the northern right of way line of Locust Street, being a common corner with Armstrong Subdivision; thence with the northern right of way line of Locust Street, South 57 deg. 49 min. 24 sec. West, a distance of 139.37 feet to an iron rod; thence leaving the northern right of way line of Locust Street with a new line across the property of Hawkins County Memorial Hospital the following seven calls, with a curve to the Right, a Radius of 100.00 feet, an Arc Length of 112.88 feet, a Chord Bearing of North 89 deg. 50 min. 23 sec. West, and a Chord Distance of 106.98 feet to an iron rod; thence North 57 deg. 30 min. 09 sec. West, a distance of 136.62 feet to an iron rod; thence with a curve to the Right, a Radius of 167.23 feet, an Arc Length of 71.95 feet, a Chord Bearing of North 45 deg. 10 in. 40 sec. West, and a Chord Distance of 71.39 feet to an iron rod; thence North 32 deg. 51 min. 11 sec. West, a distance of 35.00 feet to an iron rod; thence North 58 deg. 56 min. 30 sec. East, a distance of 104.30 feet to an iron rod; thence North 56 deg. 49 min. 00 sec. East, a distance of 165.53 feet to an iron rod; thence North 58 deg. 44 min. 59 sec. East, a distance of 39.51 feet to an iron rod on the line of Armstrong Subdivision; thence with the line of Armstrong Subdivision, South 31 deg. 15 min. 01 sec. East, a distance of 285.54 feet to the point of BEGINNING, containing 1.675 acres, more or less, and being a portion of the same property conveyed by Hawkins County Memorial Hospital in Deed Book 376, at Page 167 in Registers Office of Hawkins County, Tennessee, and more fully shown on a map titled "ALTA/ACSM Land Title Survey for Wellmont Health System, Wellmont Hawkins Co. Memorial Hospital, Inc.", prepared by John R. Mize, Tenn. R.L.S. 891 of Mize and Associates Surveyors, Blountville, Tennessee, dated July 14, 2008.

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Crockett Lee	Tie Breaker	Linda Kimbro	NO
Dwight Carter	YES	Virgil Mallett	NO
Larry Frost	YES	Boyd Goodson	YES
Christopher Jones	NO	Billy Henderson	YES
Kenneth Long	YES	Gorman Lipe	NO
Fred Montgomery	YES	Shane Balley	YES
Tim Simpson	NO	Gary Hlcks, Jr.	YES
Danny Alvis	NO	Claude Parrott	YES
Stacy Vaughan	NO	Carmel Maddox	YES
Charles Thacker	YES	Charlie Newton	YES
Hanes Cooper	NO	Robert Palmer	YES

Roll Call Discussion Voting Results Agenda Setup Options

Item 4 Passed (13 YES - 8 NO - 0 ABS - 0 Absent) 11 YES Needed >

Resolution 2009/02/02 As Amended

*JATTC (Fed Ex env)*

BK/PG: 944/28-35  
**09002439**  
 RESOLUTION  
 JUDY KIRKPATRICK  
 11/20/2008 11:03 AM  
 STATE OF TENNESSEE, HAWKINS COUNTY  
 JUDY KIRKPATRICK  
 REGISTER OF DEEDS

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**RESOLUTION**

No. 2021 06 02

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of June, 2021.

**RESOLUTION IN REF: APPROVAL OF AN UPDATE TO THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISES RULES AND REGULATIONS AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAMS**

**PLEASE SEE THE ATTACHED RESOLUTION FOR UPDATING AN OCCUPATIONAL SAFETY AND HEALTH PROGRAM FOR HAWKINS COUNTY AS MANDATED BY THE STATE OF TENNESSEE.**

Introduced By Esq. Jason Roach  
Seconded By Esq. \_\_\_\_\_  
Date Submitted 06-14-2021  
[Signature]  
County Clerk \_\_\_\_\_  
By: \_\_\_\_\_  
Mayor Jim Lee, County Mayor

ACTION: AYE NAY PASSED  
Roll Call \_\_\_\_\_  
Voice Vote \_\_\_\_\_  
Absent \_\_\_\_\_  
COMMITTEE ACTION \_\_\_\_\_

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

**RESOLUTION IN REF:**

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

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

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

**NOW, THEREFORE,**

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

**TITLE:**

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

**PURPOSE:**

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

- 1) Provide a safe and healthful place and condition of employment that includes:
  - a) Top Management Commitment and Employee Involvement;
  - b) Continually analyze the worksite to identify all hazards and potential hazards;
  - c) Develop and maintain methods for preventing or controlling the existing or potential hazards;  
and
  - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

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

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

**COVERAGE:**

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

**STANDARDS AUTHORIZED:**

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

**VARIANCES FROM STANDARDS AUTHORIZED:**

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

**ADMINISTRATION:**

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

**FUNDING THE PROGRAM PLAN:**

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

**SEVERABILITY:**

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

**AMENDMENTS, ETC:**

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

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

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## I. PURPOSE AND COVERAGE

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

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

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

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

## II. DEFINITIONS

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

- a. **COMMISSIONER OF LABOR** and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means the County of Hawkins and includes each administrative department, board, commission, division, or other agency of the County of Hawkins
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH** or **SAFETY DIRECTOR** means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of County of Hawkins
- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.

- e. **APPOINTING AUTHORITY** means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT or WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. **SERIOUS INJURY or HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
  - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
  - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

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

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

### III. EMPLOYERS RIGHTS AND DUTIES

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

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the

Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### **IV. EMPLOYEES RIGHTS AND DUTIES**

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

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

## V. ADMINISTRATION

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

4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## **VI. STANDARDS AUTHORIZED**

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

## **VII. VARIANCE PROCEDURE**

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

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

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer
    - i. Is unable to comply with the standard by the effective date because of unavailability of

- professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
- ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
  - iii. Has an effective Program Plan for coming into compliance with the standard as quickly as possible.
2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
  - e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
  - f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## **VIII. RECORDKEEPING AND REPORTING**

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

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

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

## **IX. EMPLOYEE COMPLAINT PROCEDURE**

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

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his/her health, safety, or general welfare. The employee should sign the letter but need not do so if he/she wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s),

and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he/she may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his/her original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he/she may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

## **X. EDUCATION AND TRAINING**

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

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

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are

- present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
  5. Instruct employees on hazards and dangers of confined or enclosed spaces.
    - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
    - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
    - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## **XI. GENERAL INSPECTION PROCEDURES**

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

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.



- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
  - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
  - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## **XII. IMMINENT DANGER PROCEDURES**

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
  - 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  - 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.

5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
  6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
  2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### **XIII. ABATEMENT ORDERS AND HEARINGS**

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
  1. Issue an abatement order to the head of the worksite.
  2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  1. The standard, rule, or regulation which was found to violated.
  2. A description of the nature and location of the violation.
  3. A description of what is required to abate or correct the violation.
  4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### **XIV. PENALTIES**

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated,

any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:

1. Oral reprimand.
2. Written reprimand.
3. Suspension for three (3) or more working days.
4. Termination of employment.

#### **XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION**

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

#### **XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

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

#### **XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED**

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

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Signature: Safety Director, Occupational Safety and Health and Date

## APPENDIX – I WORK LOCATIONS

### ORGANIZATIONAL CHART

#### Work Locations Listing

#### General Fund, Solid Waste Fund and Highway Fund

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

150 E. Washington Street  
Rogersville, TN 37857  
423-272-8059

Health Department, Church Hill  
247 Silver Lake Road  
Church Hill, TN 37642  
423-357-5341

19 (Mixture of State and County Employees. Some employees between Church Hill & Rogersville)

Health Department, Rogersville  
201 Park Boulevard  
Rogersville, TN 37857  
423-272-7641

12 (Mixture of State and County Employees. Some employees between Church Hill & Rogersville)

Highway Department  
144 Flora Ferry Road  
Rogersville, TN 37857  
423-272-7370

35

Justice Center and Jail Complex  
115 Justice Center Drive  
Rogersville, TN 37857  
Circuit Court Clerk 423-272-3397  
General Sessions Judge 423-272-3300  
Juvenile Court/Services 423-272-2904  
Maintenance 423-921-4973  
Sheriff 423-272-4848  
Jail 423-272-6968

146

Kenner House  
403 East Main Street  
Rogersville, TN  
Currently No Telephone

Currently unoccupied

Laurel Run Park  
364 Laurel Run Park Road  
Church Hill, TN 37642  
423-357-8110  
276-594-1748

4 (These employees rotate between Laurel Run and St. Clair Park)

Maintenance Building  
150 East Washington Street  
Rogersville, TN 37857  
423-921-4973

2

Natural Resources Conservation Office  
(Soil Conservation)  
1401 East Main Street  
Rogersville, TN 37857  
423-272-0217

1

Senior Citizens Center 407 East Main Street Rogersville, TN 37857 423-272-9186	3
St. Clair Park St. Clair Park Circle Bulls Gap, TN 37711 423-357-8110 276-594-1748	The employees rotate between Laurel Run and St. Clair Park
Industrial Development 107 East Main Street, Suite 221 Rogersville, TN 37857 423-272-7688	1
Burem Road Convenience Center 1003 Burem Road Rogersville, TN 37857 423-272-3479	1
Carter's Valley Convenience Center 4266 Carter's Valley Road Church Hill, TN 37642 423-357-8901	2
Clinch Valley Convenience Center 3796 Highway 70 North Eidson, TN 37731 423-272-6759	1
Highway 113 Convenience Center 309 Highway 113 Rogersville, TN 37857 423-235-5145	2
Hunt's Gap Convenience Center 260 Ensor Road Church Hill, TN 37642 423-357-8537	1
Lakemont Convenience Center 106 Lakemont Drive Mooresburg, TN 37811 423-272-3491	2
Lakeview convenience Center 8580 Highway 11-W Rogersville, TN 37857 423-272-6348	2

Rock Hill Convenience Center 1629 Highway 70 North Rogersville, TN 37857 423-272-5079	1
Stanley Valley Convenience Center 1403 Stanley Valley Road Surgoinsville, TN 37873 423-345-3754	1
Recycling Center/Litter Program 8580 Highway 11-W Rogersville, TN 37857 423-272-2027	5
Waste Pickup Drivers 1003 Burem Road Rogersville, TN 37857 423-272-3479 423-921-2415	4

**TOTAL NUMBER OF EMPLOYEES FOR COUNTY GOVERNMENT OFFICES**

General Fund	306
Highway Fund	39
Solid Waste Fund	18
County Commissioners	21
Attorney	1
<b>TOTAL</b>	<b>385</b>

**APPENDIX – I WORK LOCATIONS**

**ORGANIZATIONAL CHART**

**Work Locations Listing**

## BOARD OF EDUCATION & SCHOOLS

<b>Name and Address of Workplace</b>	<b># of Employees</b>
Hawkins County Schools Central Office 200 North Depot Street Rogersville, TN 37857 423-272-7629 423-272-7620	15
Hawkins County Schools Teachers Center 200 North Depot Street Rogersville, TN 37857 423-272-4503	4
Hawkins County Schools Food Service Building 200 North Depot Street Rogersville, TN 37857 423-272-2128	11
Hawkins County Schools Special Education 200 North Depot Street Rogersville, TN 37857 423-272-3455 423-272-2168	19
Hawkins County Schools Family Resource Center 954 East McKinney Avenue Rogersville, TN 37857 423-272-9621	2
Hawkins County Schools Maintenance Department 2269 East Main Street Rogersville, TN 37857 423-272-8551	24
Hawkins County Schools Bus Repair Shop 1108 East Main Street Rogersville, TN 37857 423-272-7135	10



Hawkins County Schools  
Early Childhood Learning  
954 E. McKinney Avenue  
Rogersville, TN 37857  
423-272-7837

These are the same individuals as the Family Resource Center employees

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

57

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

45

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

111

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

48

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

48

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

31

Hawkins Elementary School  
1121 East Main Street  
Rogersville, TN 37857  
423-272-2632

47

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

52

Keplar Elementary School  
1914 Burem Road  
Rogersville, TN 37857

16

423-272-9390

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

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

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

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

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

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

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

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

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

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

**TOTAL NUMBER OF EMPLOYEES FOR BOARD OF EDUCATION**

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

**GRAND TOTAL NUMBER OF EMPLOYEES**

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

## APPENDIX – II NOTICE TO ALL EMPLOYEES

### NOTICE TO ALL EMPLOYEES OF COUNTY OF HAWKINS

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature: Jim Lee, HAWKINS COUNTY MAYOR AND DATE

## **APPENDIX - III PROGRAM PLAN BUDGET**

### **STATEMENT OF FINANCIAL RESOURCE AVAILABILITY**

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

## APPENDIX – IV ACCIDENT REPORTING PROCEDURES

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

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

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

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

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

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

RESOLUTION

No. 2021 06 03

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28<sup>th</sup> day of June, 2021.

**RESOLUTION IN REF: APPROVAL OF GRANT ACCEPTANCE AND BUDGET AMENDMENT FOR GRANT FUNDS IN THE AMOUNT OF \$30,000 FROM THE STATE OF TENNESSEE, DIVISION OF AERONAUTICS FOR AIRPORT MAINTENANCE UTILITY VEHICLE WITH A \$7,500. LOCAL MATCH**

Whereas, the State of Tennessee, Division of Aeronautics has offered Hawkins County a grant in the amount of \$30,000 for an Airport maintenance utility vehicle to comply with safety regulations; and

WHEREAS, the grant funds are \$22,500 from State and \$7,500 Local funds, which is in the FY 2020-21 budget...

NOW, THEREFORE BE IT RESOLVED that approval be given to accept said grant for the update of the Airport Maintenance Utility Vehicle, and

FURTHER, give approval for the following budget amendment to put the funds in General Funds 101 of the FY 2020-21 Budget.

General Fund	101	<u>Increase Revenue</u>	<u>Amount</u>
		Acct. 46980	\$30,000
General Fund	101	<u>Increase Expenditure</u>	<u>Amount</u>
		Acct. 58220 718	\$30,000

Introduced By Esq. Keith Gibson, Chrmn. Airport Comm

Seconded By Esq. \_\_\_\_\_

Date Submitted: 06-14-2021

County Clerk [Signature]

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

Chairman \_\_\_\_\_

Mayor Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_



RESOLUTION

No. 2021/06/04

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of June, 2021.

**RESOLUTION IN REF: APPROVAL TO ACCEPT A CESF VIDEO GRANT UP TO \$84,230, FROM TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION, OFFICE OF CRIMINAL JUSTICE PROGRAMS, WITH NO LOCAL MATCHING FUNDS FOR HAWKINS COUNTY**

WHEREAS, the Tennessee Department of Finance and Administration, Office Of Criminal Justice Programs, is making available to local governments a grant, as the grant's purpose to help mitigate the spread of COVID-19, by installing hardware and software to allow for video conferencing for the judicial system.

The grant funding will be up to \$84,230 for Hawkins County, Tennessee, with no local match, to be split between Hawkins County. The grant funds will be used for the installation of computer hardware and software to allow for video conferencing within the judicial system.

The grants are a reimbursement type grant with the lead applicant being responsible for initial expense payments, supplying reimbursement documents, and receiving the reimbursed funds at a rate of 100% of the documented expenditures not to exceed the total grant amount based on the application type.

THEREFORE, BE IT RESOLVED approval is given to accept said grant, from the Department of Finance and Administration, Office Of Criminal Justice Programs in the amount up to \$84,230 with no local match and that County Mayor, Jim Lee, is authorized to sign all documents pertaining to this grant.

FURTHER, give approval for the following budget amendment to put the funds in General Fund 101 of the FY 20-21 budget.

General Fund 101	<u>Increase Revenue</u>	<u>Amount</u>
	Acct. 47590	\$84,230.
General Fund 101	<u>Increase Expenditure</u>	<u>Amount</u>
	Acct. 58220 718	\$84,230.

Introduced By Esq. Tom Kern

Seconded By Esq. \_\_\_\_\_

Date Submitted 06-14-2021

Nancy L. Owens  
County Clerk

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

Chairman \_\_\_\_\_

Mayor's Action: Jim Lee, County Mayor

ACTION:	AYE	NAY	PASSED
Roll Call	_____	_____	_____
Voice Vote	_____	_____	_____
Absent	_____	_____	_____

COMMITTEE ACTION

Approved \_\_\_\_\_ Veto \_\_\_\_\_

**RESOLUTION**

No. 2021106105

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of June, 2021.

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

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

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

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

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

**For Appointment are:**

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
Mt. Carmel PD	Ken Lunsford Sr.	4 Years	June 30, 2025
County Fire	Luke Wood	4 Years	June 30, 2025

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

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Citizen	Andy Stump	4 Years	June 30, 2024
County Representative	Meredith Bachman	4 Years	June 30, 2022
County Citizen	Peggy Ray	4 Years	June 30, 2024
Rogersville Police Dept	Doug Nelson	4 Years	June 30, 2025
TN Highway Patrol	David Good	4 Years	June 30, 2022
Rescue Squad	Jarrell Moore	4 Years	June 30, 2022
Sheriff	Ronnie Lawson	4 Years	Aug. 31, 2022
Ex-Officio Member County Mayor	Jim Lee	4 Years	Aug. 31, 2022

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

Introduced By Esq. Keith Gibson

Seconded By Esq. \_\_\_\_\_

Date Submitted 06-14-2021

Nancy L. Davis  
County Clerk

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

Mayor \_\_\_\_\_  
Jim Lee, County Mayor

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent    \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

RESOLUTION

No. 2021 06106

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of June, 2021.

RESOLUTION IN REF: ESTABLISH A REDISTRICTING COMMITTEE

WHEREAS, Tennessee Code Annotated (T.C.A.) Section 5-1-111 requires that, at least every ten (10) years, county legislative bodies shall change the boundaries of county legislative districts so that members represent substantially equal populations; and

WHEREAS, the Hawkins County Legislative Body finds it to be in the best interest of Hawkins County to establish a Redistricting Committee to assist the Hawkins County Legislative Body with the necessary boundaries changes to county legislative districts so that members represent substantially equal populations;

NOW THEREFORE BE IT RESOLVED by the Hawkins County Legislative Body, meeting this day 28th of June, 2021, that

SECTION 1. The Hawkins County Legislative Body does hereby establish a Redistricting Committee to prepare suggested redistricting plans to be presented to and voted on by the entire Hawkins County Legislative Body.

SECTION 2. The Redistricting Committee shall consist of the following members

- Commissioners 1. Raymond Jessie 2. Keith Gibson 3. Danny Alvis 4. Hannah Winegar 5. Glenda Davis 6. Rick Brewer 7. Bob Edens Crystal Rogers Administer of Elections Matt Hixson Director of Schools Peggy Ray Citizen Lynn Campbell E-911 director Jim Lee Ex-Officio -County Mayor

SECTION 3. At its first meeting, the Redistricting Committee shall elect a chairman, vice-chairman, and secretary.

SECTION 4. Meetings of the Redistricting Committee shall be subject to the open meetings provisions of T.C.A. Title 8, Chapter 7. The secretary of the Redistricting Committee shall prepare the minutes of each meeting.

SECTION 5. The Redistricting Committee shall meet from time to time as necessary in order to prepare suggested redistricting plans. The chair of the Redistricting Committee shall report to the Hawkins County Legislative Body at each regular meeting of the Hawkins County Legislative Body on the status of suggested redistricting plans.

Introduced By Esq. Tom Kern ACTION: AYE NAY PASSED

Seconded By Esq. Roll Call

Date Submitted 06-14-2021 Voice Vote

County Clerk Nancy Davis Absent

By: COMMITTEE ACTION

Chairman

Mayor Mayor's Action: Approved Veto

Jim Lee, County Mayor

RESOLUTION

No. 2021 061 07

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of June, 2021.

RESOLUTION IN REF: APPROVAL OF THE BUY BOARD NATIONAL PURCHASING COOPERATIVE AGREEMENT

WHEREAS, the Buy Board National Purchasing Cooperative which is a leading national purchasing cooperative that was created to reduce the costs of goods or services to local governments by aggregating the purchasing power of public agencies nationwide: and

WHEREAS, the county desired to save on the costs of goods and services for the citizens of the county: and

WHEREAS, the county is authorized under T.C.A. 12-03-1205 to participate in the purchasing alliance by approving the master agreement of the purchasing cooperative.

NOW, THEREFORE BE IT RESOLVED by the Board Of Commissioners of Hawkins County, Tennessee, meeting in Rogersville, Tennessee, in Regular Session on the 28th day of June, 2021 that the BUYBOARD NATIONALPURCHASING COOPERATIVE Agreement attached hereto is approved.

Introduced By Esq. Jason Roach
Seconded By Esq.
Date Submitted 06-14-2021
County Clerk Nancy L. Davis
By:
Chairman
Mayor

ACTION: AYE NAY PASSED
Roll Call
Voice Vote
Absent
COMMITTEE ACTION
Mayor's Action: Approved Veto



## NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

### I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
  - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
  - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
  - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - (a) Neither party waives any immunity from liability afforded under law;



- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Member & Leadership Services  
National School Boards Association  
On behalf of the National Purchasing Cooperative

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

RESOLUTION NO.

2021 06108

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
28TH DAY OF JUNE, 2021.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
	<b>TRANSFERS OUT</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
99100-590	Transfers to Other Funds	106,431.00	113.00		106,544.00
	<b>Increase Revenue</b>		<b>Increase</b>		
	<b>DIRECT FEDERAL REVENUE</b>				0.00
47715	Tax Credit Bond Rebate	106,431.00	113.00		106,544.00
	<b>Sub-total Expenditures</b>	<b>\$ 106,431.00</b>	<b>\$ 113.00</b>	<b>\$ 0.00</b>	<b>\$ 106,544.00</b>
	<b>Sub-total Revenues</b>	<b>\$ 106,431.00</b>	<b>\$ 113.00</b>	<b>\$ 0.00</b>	<b>\$ 106,544.00</b>
The above increases are to budget in expenditures and revenue the additional IRS subsidy on the 2010 Qualified School Construction Bond issue that Hawkins County received this fiscal year. This subsidy funds the interest payments made on said issue and is transferred to Education Debt Service Fund each month to cover monthly interest payments.					
	<b>AIRPORT</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
58220-499	Other Supplies and Materials	3,000.00	3,000.00		6,000.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
58220-336	Maint. and Repair Services - Equipment	8,000.00		(3,000.00)	5,000.00
	<b>Sub-total Expenditures</b>	<b>\$ 11,000.00</b>	<b>\$ 3,000.00</b>	<b>\$ (3,000.00)</b>	<b>\$ 11,000.00</b>
The above increase in Other Supplies and Materials is needed to cover the cost of paint and supplies for the terminal and maintenance buildings. The funding will come from within the Airport Budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 117,431.00</b>	<b>\$ 3,113.00</b>	<b>\$ (3,000.00)</b>	<b>\$ 117,544.00</b>
	<b>Page Totals- Revenues</b>	<b>\$ 106,431.00</b>	<b>\$ 113.00</b>	<b>\$ 0.00</b>	<b>\$ 106,544.00</b>

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

ESTIMATED COST \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

PAID FROM GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 06-14-2021

ROLL CALL \_\_\_\_\_

COUNTY CLERK NANCY A. DAVIS

VOICE VOTE \_\_\_\_\_

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

COMMITTEE ACTION: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

Mayor \_\_\_\_\_

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

Jim Lee

**Budget Amendment: General Fund**  
**County Commission Meeting**  
**Date: June 28, 2021**

Account Number	Description				
	<b>PARKS &amp; FAIR BOARDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
56700-399	Other Contracted Services	1,250.00	2,000.00		3,250.00
56700-409	Crushed Stone	1,500.00	3,600.00		5,100.00
56700-790	Other Equipment	500.00	160.00		660.00
56700-799	Other Capital Outlay	10,000.00	1,400.00		11,400.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
56700-446	Small Tools	500.00		(400.00)	100.00
56700-450	Tires & Tubes	1,000.00		(500.00)	500.00
56700-499	Other Supplies & Materials	10,000.00		(3,060.00)	6,940.00
56700-717	Maintenance Equipment	4,000.00		(3,000.00)	1,000.00
56700-719	Office Equipment	300.00		(200.00)	100.00
	<b>Sub-total Expenditures</b>	<b>\$ 29,050.00</b>	<b>\$ 7,160.00</b>	<b>\$ (7,160.00)</b>	<b>\$ 29,050.00</b>
The above increases in Other Contracted Services and Crushed Stone are to cover costs associated with graveling and hauling said gravel to repair parking lot. The increase in Other Equipment is to purchase weed eaters. The increase in Other Capital Outlay is to make repairs to bridge foundation damaged by flooding. Funding will come from transfers within the Park budget. No new money.					
	<b>LOCAL HEALTH CENTER</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
55110-712	Heating & Air Conditioning Equipment	7,840.00	13,700.00		21,540.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
55110-307	Communication	17,000.00		(2,100.00)	14,900.00
55110-335	Maint. & Repair Services-Building	13,370.00		(4,800.00)	8,570.00
55110-355	Travel	4,000.00		(1,000.00)	3,000.00
55110-413	Drugs & Medical Supplies	3,126.00		(3,100.00)	26.00
55110-435	Office Supplies	7,500.00		(1,400.00)	6,100.00
55110-499	Other Supplies & Materials	4,964.00		(1,300.00)	3,664.00
	<b>Sub-total Expenditures</b>	<b>\$ 57,800.00</b>	<b>\$ 13,700.00</b>	<b>\$ (13,700.00)</b>	<b>\$ 57,800.00</b>
The above increase in Heating & Air Conditioning Equipment is needed to cover the cost of installing a new HVAC unit at the Rogersville Health Dept. The funding will come from transfers within the Local Health Center's budget. No new money.					
	<b>COUNTY CLERK</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
52500-187	Overtime Pay	0.00	41.00		41.00
52500-189	Other Salaries & Wages	3,033.00	5,821.00		8,854.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
52500-106	Deputy	417,270.00		(5,862.00)	411,408.00
	<b>Sub-total Expenditures</b>	<b>\$ 420,303.00</b>	<b>\$ 5,862.00</b>	<b>\$ (5,862.00)</b>	<b>\$ 420,303.00</b>
The above increases in Overtime Pay and Other Salaries & Wages are to cover the cost of paying out a retiree her accumulated comp time and annual leave. The funding will come from within the County Clerk's Budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 507,153.00</b>	<b>\$ 26,722.00</b>	<b>\$ (26,722.00)</b>	<b>\$ 507,153.00</b>

Account Number	Description				
	<b>PARKS &amp; FAIR BOARDS</b>		<b>Current Budget</b>		<b>Amended Budget</b>
	<b>Increase Expenditure</b>			<b>Increase</b>	
56700-399	Other Contracted Services	3,250.00		60,000.00	63,250.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
56700-799	Other Capital Outlay	11,400.00		(6,000.00)	5,400.00
	<b>Increase Revenue</b>			<b>Increase</b>	
46980	Other State Grants	50,000.00	48,000.00		98,000.00
48130	Contributions	459,747.00	6,000.00		465,747.00
	<b>Sub-total Expenditures</b>	<b>\$ 14,650.00</b>	<b>\$ 60,000.00</b>	<b>\$ (6,000.00)</b>	<b>\$ 68,650.00</b>
	<b>Sub-total Revenues</b>	<b>\$ 509,747.00</b>	<b>\$ 54,000.00</b>	<b>\$ 0.00</b>	<b>\$ 563,747.00</b>
The above increase in Other Contracted Services is to allow the Grant to be expended that was approved via					
Out of Order Res No 2020/11/01. The decrease in Other Capital Outlay represents the County's portion of the match.					
The increase in Other State Grants represents the States portion of the grant while the increase in Contributions					
is for the City of Rogersville's portion of the grant match. No new money.					
	<b>PARKS &amp; FAIR BOARDS</b>				
	<b>Increase Expenditure</b>			<b>Increase</b>	
56700-499	Other Supplies & Materials	6,940.00	294.00		7,234.00
56700-799	Other Capital Outlay	5,400.00	1,141.00		6,541.00
	<b>Increase Revenue</b>			<b>Increase</b>	
44570	Contributions & Gifts	0.00	1,435.00		1,435.00
	<b>Sub-total Expenditures</b>	<b>\$ 12,340.00</b>	<b>\$ 1,435.00</b>	<b>\$ 0.00</b>	<b>\$ 13,775.00</b>
	<b>Sub-total Revenues</b>	<b>\$ 0.00</b>	<b>\$ 1,435.00</b>	<b>\$ 0.00</b>	<b>\$ 1,435.00</b>
The above increases in Other Supplies & Materials and Other Capital Outlay are to cover the cost of a					
memorial banch and tree in the memory of a citizen who passed away. The funding is from donations sent in on his					
behalf. No new money.					
	<b>REGISTER OF DEEDS</b>				
	<b>Increase Expenditure</b>			<b>Increase</b>	
51600-169	Part-Time Personnel	13,000.00	1,200.00		14,200.00
51600-435	Office Supplies	2,600.00	650.00		3,250.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
51600-106	Deputies	115,178.00		(1,200.00)	113,978.00
51600-334	Maintenance Agreements	600.00		(150.00)	450.00
51600-719	Office Equipment	500.00		(500.00)	0.00
	<b>Sub-total Expenditures</b>	<b>\$ 131,878.00</b>	<b>\$ 1,850.00</b>	<b>\$ (1,850.00)</b>	<b>\$ 131,878.00</b>
The above increase in Part-Time Personnel is needed to cover the cost of employees covering a vacancy in					
the full time deputies line. Funding will come from a transfer from Deputies. The above increase in Office Supplies is					
needed to cover supplies needed this year. Funding will come from within the Register's budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 158,868.00</b>	<b>63,285.00</b>	<b>(7,850.00)</b>	<b>214,303.00</b>
	<b>Page Totals- Revenues</b>	<b>\$ 509,747.00</b>	<b>55,435.00</b>	<b>0.00</b>	<b>565,182.00</b>

**Budget Amendment: General Fund**  
**County Commission Meeting**  
**Date: June 28, 2021**

Account Number	Description				
	<b>PROPERTY ASSESSOR and REAPPRAISAL PROGRAM</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
52310-207	Medical Insurance	16,724.00	2,000.00		18,724.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	0.00
52300-207	Medical Insurance	58,605.00		(2,000.00)	56,605.00
	<b>Sub-total Expenditures</b>	<b>\$ 75,329.00</b>	<b>\$ 2,000.00</b>	<b>\$ (2,000.00)</b>	<b>\$ 75,329.00</b>
The above increase in Medical Insurance is needed to cover the cost of a transferring employee's medical insurance. The funding will come from the function the employee transferred from. No new money.					
	<b>JUVENILE SERVICES and JUVENILE COURT</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
54240-207	Medical Insurance	12,031.00	1,000.00		13,031.00
54240-307	Communication	2,500.00	1,000.00		3,500.00
54240-322	Evaluation and Testing	8,000.00	6,000.00		14,000.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
54240-337	Maint. & Repair Services-Office	11,400.00		(4,000.00)	7,400.00
54240-355	Travel	1,300.00		(1,000.00)	300.00
53500-355	Travel	700.00		(500.00)	200.00
53500-524	In Service/Staff Development	2,000.00		(1,500.00)	500.00
58600-207	Medical Insurance	46,300.00		(1,000.00)	45,300.00
	<b>Sub-total Expenditures</b>	<b>\$ 84,231.00</b>	<b>\$ 8,000.00</b>	<b>\$ (8,000.00)</b>	<b>\$ 84,231.00</b>
The above increase in Medical Insurance is needed to cover the cost HRA expense for two insurance years falling in one fiscal year. Funding will come from Employee Benefits. The increase in Communication is to cover the cost of phone lines as well as the on call phones. The increase in Evaluation and Testing is to cover the cost of hair follicle testing. Funding will come from transfers within the Juvenile Court and Juvenile Services budgets. No new money.					
	<b>COUNTY COMMISSION</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
51100-199	Other Per Diem & Fees	10,500.00	3,000.00		13,500.00
51100-499	Other Supplies & Materials	500.00	500.00		1,000.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
51100-355	Travel	9,377.00		(3,500.00)	5,877.00
	<b>Sub-total Expenditures</b>	<b>\$ 20,377.00</b>	<b>\$ 3,500.00</b>	<b>\$ (3,500.00)</b>	<b>\$ 20,377.00</b>
The above increase in Other Per Diem & Fees is to cover the cost of committee meetings. The increase in Other supplies & Materials is to cover the cost of batteries, iPad covers. Funding will come from a transfer within County Commission Budget. No new money.					
	<b>COUNTY BUILDINGS</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
51800-187	Overtime Pay	0.00	43.00		43.00
51800-189	Other Salaries & Wages	0.00	920.00		920.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
51800-169	Part-Time Personnel	13,650.00		(963.00)	12,687.00
	<b>Sub-total Expenditures</b>	<b>\$ 13,650.00</b>	<b>\$ 963.00</b>	<b>\$ (963.00)</b>	<b>\$ 13,650.00</b>
The above increases in Overtime Pay and Other Salaries & Wages are to cover the costs of paying out comp time and annual leave. Funding will come from within County Buildings budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Page Totals- Expenditures</b>		<b>\$ 193,587.00</b>	<b>\$ 14,463.00</b>	<b>\$ (14,463.00)</b>	<b>\$ 193,587.00</b>



RESOLUTION NO.

2021 061 09

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
28TH DAY OF JUNE, 2021.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE FUND**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
<b>WASTE PICKUP</b>					
<b>Increase Expenditure</b>			<b>Increase</b>		
55731-187	Overtime Pay	15,500.00	700.00		16,200.00
<b>Decrease Expenditure</b>				<b>Decrease</b>	
55731-169	Part-Time Personnel	1,500.00		(700.00)	800.00
<b>Sub-total Expenditures</b>		<b>\$ 17,000.00</b>	<b>\$ 700.00</b>	<b>\$ (700.00)</b>	<b>\$ 17,000.00</b>
The above estimated increase in Overtime Pay is needed to make sufficient appropriations for expenditures for the remainder of this fiscal year. The funding will come from a transfer within Waste Pickup budget. No new money.					
<b>CONVENIENCE CENTERS</b>					
<b>Increase Expenditure</b>			<b>Increase</b>		
55732-791	Other Construction	6,000.00	900.00		6,900.00
<b>Decrease Expenditure</b>				<b>Decrease</b>	
55732-513	Workers Compensation Insurance	17,000.00		(900.00)	16,100.00
<b>Sub-total Expenditures</b>		<b>\$ 23,000.00</b>	<b>\$ 900.00</b>	<b>\$ (900.00)</b>	<b>\$ 23,000.00</b>
The increase in Other Construction is needed to make sufficient appropriations for replacement of a new gate at the Carters Valley Convenience Center. Funding will come from a transfer within the Convenience Center budget. No new money is needed.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Page Totals- Revenues</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Page Totals- Expenditures</b>		<b>\$ 40,000.00</b>	<b>\$ 1,600.00</b>	<b>\$ (1,600.00)</b>	<b>\$ 40,000.00</b>

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

ESTIMATED COST \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

PAID FROM Solid Waste Fund

ACTION: AYE \_\_\_\_\_ NAY \_\_\_\_\_

DATE SUBMITTED 06-14-2021

ROLL CALL \_\_\_\_\_

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE \_\_\_\_\_

BY: 

ABSENT \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

COMMITTEE ACTION: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

Mayor Jim Lee

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_





TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28TH DAY OF JUNE, 2021.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - Education Debt Service**

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
<b>EDUCATION DEBT SERVICE</b>					
<b>Increase Expenditure</b>			<b>Increase</b>		
82330-699	Other Debt Service	66,000.00	1,609,974.00		1,675,974.00
<b>Decrease Expenditure</b>				<b>Decrease</b>	
82130-612	Principal on Other Loans	1,766,372.00		(1,340,000.00)	426,372.00
82230-613	Interest on Other Loans	922,000.00		(269,974.00)	652,026.00
	<b>Sub-total Expenditures</b>	<b>\$ 2,754,372.00</b>	<b>\$ 1,609,974.00</b>	<b>\$ (1,609,974.00)</b>	<b>\$ 2,754,372.00</b>
The above increase is needed to budget the buy-out of refunding the VII-A-1 loan issue that was approved via Special Called Meeting Res No 2021/03/01.					
The increase will be funded by transfers from Principal and Interest which had been budgeted for payment on the "swap" issue. No funding required from Undesignated Fund Balance.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
<b>Page Totals- Revenues</b>		\$	\$	\$	\$
<b>Page Totals- Expenditures</b>		<b>\$ 2,754,372.00</b>	<b>\$ 1,609,974.00</b>	<b>\$ (1,609,974.00)</b>	<b>\$ 2,754,372.00</b>

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

ESTIMATED COST \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

PAID FROM Education Debt Service

ACTION: AYE NAY

DATE SUBMITTED 06-14-2021

ROLL CALL \_\_\_\_\_

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE \_\_\_\_\_

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

COMMITTEE ACTION: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

Mayor: Jim Lee

Mayor's Action: Approved Veto

RESOLUTION NO. 20211 061 12

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28<sup>th</sup> DAY OF JUNE 2021.

**RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT**

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 28, 2021, go on record as passing this resolution.

Introduced by Esq. Michael Herrell

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION: Aye    Nay

Date Submitted 06-14-2021

Roll Call    \_\_\_\_\_

County Clerk: Nancy A. Davis

Voice Vote    \_\_\_\_\_

By: Nancy A. Davis

Absent    \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

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CHAIRMAN: Rick Brewer

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

Mayor: \_\_\_\_\_

Jim Lee

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

FUND: 141 GENERAL PURPOSE SCHOOL FUND  
 AMENDMENT NUMBER: 7  
 DATE: June 28, 2021

ORIGINAL BUDGET AMOUNT	56,467,642.00
PREVIOUS AMENDMENTS	7,778,527.17
<b>TOTAL</b>	<b>64,246,169.17</b>
REQUESTED AMENDMENT	244,157.73
<b>TOTAL</b>	<b>64,490,326.90</b>

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1	To amend salary and benefit accounts due to changes in personnel and corrections to the original budget.					
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
		<b>72130 OTHER STUDENT SUPPORT</b>				
		<b>72210 REGULAR INSTRUCTION PROGRAM</b>				
		<b>72220 SPECIAL EDUCATION PROGRAM</b>				
		<b>72410 OFFICE OF THE PRINCIPAL</b>				
	71100-128	Homebound Teachers	98,291.00	4,918.00		103,209.00
	72130-123	Guidance Personnel	1,135,616.00	55,971.00		1,191,587.00
	72210-105	Supervisor/Director	302,934.00	1,677.00		304,611.00
	72220-117	Career Ladder Program	5,000.00	8,000.00		13,000.00
	72220-124	Psychological Personnel	104,915.00	10,941.00		115,856.00
	72220-204	State Retirement	46,867.00	3,056.00		49,923.00
	72220-212	Employer Medicare	4,413.00	1,963.00		6,376.00
	72410-104	Principals	1,223,863.00	21,864.00		1,245,727.00
				<b>108,390.00</b>	-	
	71100-116	Teachers	18,911,966.00	-	84,430.00	18,827,536.00
	71200-116	Teachers	2,371,540.00	-	23,960.00	2,347,580.00
					<b>108,390.00</b>	
2	To reallocate funds due to meeting IDEA Maintenance of Effort. For budget purposes only - no additional bonuses will be paid. Journal entries will be made to move the funds from 71100 and 72210 if needed and expenditures transferred from IDEA federal funds to General Purpose funds will only be done if needed.					
		<b>71200 SPECIAL EDUCATION PROGRAM</b>				
		<b>72220 SPECIAL EDUCATION PROGRAM</b>				
	71200-188	Bonus Payments	-	20,492.00		20,492.00
	71200-201	Social Security	-	1,271.00		1,271.00
	71200-204	State Retirement	-	2,105.00		2,105.00
	71200-212	Employer Medicare	-	297.00		297.00
	71200-217	Retirement - Hybrid Stabilization	-	100.00	-	100.00
	71200-429	Instructional Supplies and Materials	-	50,000.00	-	50,000.00
	72220-188	Bonus Payments	-	5,986.00		5,986.00
	72220-201	Social Security	-	371.00		371.00
	72220-204	State Retirement	-	539.00		539.00
	72220-212	Employer Medicare	-	87.00		87.00
	72220-355	Travel	-	22,000.00		22,000.00
	72220-499	Other Supplies and Materials	-	13,000.00		13,000.00
	72220-790	Other Equipment	-	13,000.00		13,000.00
				<b>129,248.00</b>	-	
	39000	Unassigned Fund Balance			<b>129,248.00</b>	
3	To reallocate Coordinate School Health funds for the Morning Mile Facilitator.					
		<b>72120 HEALTH SERVICES</b>				
	72120-189-CSH	Other Salaries and Wages	-	575.00		575.00
	72120-201-CSH	Social Security	2,788.75	35.65		2,824.40
	72120-204-CSH	State Retirement	3,521.49	51.75		3,573.24
	72120-212-CSH	Employer Medicare	652.19	8.34		660.53
	72120-599-CSH	Other Charges	24,229.97		670.74	23,559.23
				<b>670.74</b>	<b>670.74</b>	

4	To budget Learning Camps Transportation grant.				
		<b>72710 TRANSPORTATION</b>			
	72710-146-TRANS	Bus Drivers	-	79,000.00	79,000.00
	72710-201-TRANS	Social Security	-	4,898.00	4,898.00
	72710-204-TRANS	State Retirement	-	8,397.70	8,397.70
	72710-212-TRANS	Employer Medicare	-	1,145.50	1,145.50
	72710-412-TRANS	Diesel Fuel	-	20,868.53	20,868.53
				<b>114,309.73</b>	
	46590-TRAN	Other State Education Funds	-	<b>114,309.73</b>	114,309.73
5	To budget donations received for Family Resource Center.				
		<b>73300 COMMUNITY SERVICES</b>			
	73300-499-FRC	Other Supplies and Materials	11,403.00	600.00	12,003.00
	44570-FRC	Contributions and Gifts	8,529.00	600.00	9,129.00
6	To reallocate Voluntary Pre-K grant funds for the remainder of the fiscal year.				
		<b>73400 EARLY CHILDHOOD EDUCATION</b>			
	73400-116	Teachers	175,103.00	1,495.00	173,608.00
	73400-162	Clerical Personnel	10,741.00	-	10,741.00
	73400-163	Educational Assistants	53,233.00	50.00	53,183.00
	73400-189	Other Salaries and Wages	1,500.00		1,500.00
	73400-195	Certified Substitute Teachers	1,000.00	928.00	72.00
	73400-198	Non-Certified Substitute Teachers	2,500.00	776.00	1,724.00
	73400-201	Social Security	15,350.00	2,206.00	13,144.00
	73400-204	State Retirement	23,979.00	3,130.00	20,849.00
	73400-206	Life Insurance	1,224.00	-	1,224.00
	73400-207	Medical Insurance	61,443.00	57.00	61,386.00
	73400-212	Employer Medicare	3,590.00	505.00	3,085.00
	73400-217	Retirement - Hybrid Stabilization	1,955.00	74.00	2,029.00
	73400-429	Instructional Supplies	32,324.42	9,073.00	41,397.42
	73400-499	Other Supplies and Materials	1,014.77		1,014.77
	73400-524	Inservice/Staff Development	325.00		325.00
	73400-722	Regular Instruction Equipment	12,336.81		12,336.81
				<b>9,147.00</b>	<b>9,147.00</b>
		<b>TOTAL EXPENDITURES and UNASSIGNED FUND BAL</b>		<b>362,365.47</b>	<b>247,455.74</b>
		<b>TOTAL REVENUES</b>		<b>114,909.73</b>	-

RESOLUTION NO. 2021 061 13

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28<sup>th</sup> DAY OF JUNE 2021.

**RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT**

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 28, 2021, go on record as passing this resolution.

Introduced by Esq. Michael Herrell

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION: Aye    Nay

Date Submitted 06-14-2021

Roll Call    \_\_\_\_\_

County Clerk: Nancy A. Davis

Voice Vote    \_\_\_\_\_

By: 

Absent    \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

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CHAIRMAN: Rick Brewer

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

Mayor: \_\_\_\_\_

Jim Lee

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

FUND: 144 SCHOOL TRANSPORTATION FUND  
 AMENDMENT NUMBER: 3  
 DATE: June 28, 2021

ORIGINAL BUDGET AMOUNT	<u>3,854,968.00</u>
PREVIOUS AMENDMENTS	<u>127,031.00</u>
TOTAL	<u>3,981,999.00</u>
REQUESTED AMENDMENT	<u>12,614.00</u>
TOTAL	<u>3,994,613.00</u>

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1		To budget insurance reimbursement for bus # 44				
		<b>72710 TRANSPORTATION</b>				
	72710-453	Vehicle Parts		7,900.00		
	72710-499	Other Supplies and Materials		3,000.00		
				<b>10,900.00</b>	-	
	49700	Insurance Recovery		<b>10,900.00</b>	-	
2		To budget bus transportation services for Rogersville City School for the 2019-2020 fiscal year				
		<b>72710 TRANSPORTATION</b>				
	72710-146	Bus Drivers		<b>1,714.00</b>		
	43531	Transportation-Other State Systems		<b>1,714.00</b>	-	
		<b>TOTAL EXPENDITURES</b>		<b>12,614.00</b>	-	
		<b>TOTAL REVENUES</b>		<b>12,614.00</b>	-	

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2021/06/14

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:  
NOTARY PUBLIC APPROVAL DURING THE JUNE 28, 2021 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS ADDRESS
1. DEBBIE BEAL	201 BRIDGEPORT BAY ROGERSVILLE, TN 37857	211 BUREM RD (WRGS RADIO) ROGERSVILLE, TN 37857
2. SONDRAG FRAZIER	419 WALNUT ST CHURCH HILL, TN 37642	5930 OREBANK RD (OREBANK MISSIONARY BAPTIST CHURCH) KINGSPORT, TN 37664
3. KYLIE LUMPKINS	145 STUBBLEFIELD RD MOORESBURG, TN 37811	1120 E MAIN ST (CASH EXPRESS) ROGERSVILLE, TN 37857
4. SHAUN MOORE	3825 TELSTAR DR KINGSPORT, TN 37664	142 E MAIN BLVD (FIRST BAPTIST CHURCH, CHURCH HILL) CHURCH HILL, TN 37642
5. MICHAEL T ROBINETTE	131 CHURCH ST BULLS GAP, TN 37711	2255 E ANDREW JOHNSON HWY (LUTTRELL) GREENEVILLE, TN 37745
6. JENNIFER R TAYLOR	107 VALLEY VIEW DR ROGERSVILLE, TN 37857	1120 E MAIN ST STE D (CASH EXPRESS LLC) ROGERSVILLE, TN 37857
7. WENDY L THEOBALD	420 WESTFIELD AVE CHURCH HILL, TN 37642	367 HOG HOLLOW RD (ALL PHASE DEVELOPMENT) JOHNSON CITY, TN 37615

(Seal)

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Clerk of the County of Hawkins, Tennessee

Date