

RESOLUTION

No. 2023/09/01

To the Honorable Chairman, Mark DeWitte and Members of the Hawkins County Board of Commissioners in Regular Session, met this 25th day of September, 2023.

RESOLUTION IN REF: APPOINTMENT OF MARK DEWITTE AS CHAIRMAN OF HAWKINS COUNTY LEGISLATIVE BODY

WHEREAS, the Chairman of the Hawkins County Legislative Body is now due for appointment.

Mark DeWitte, County Mayor and current Chairman of the Hawkins County Legislative Body is qualified to serve.

THEREFORE, BE IT RESOLVED THAT Mark DeWitte, County Mayor, be appointed as Chairman of the Hawkins County Legislative Body and his term be from September 25, 2023 until the fourth Monday in September, 2024.

Introduced by Esq Nancy Barker

Seconded By Esq. _____

Date Submitted 9-11-23

Nancy H. Lewis
COUNTY CLERK

BY: _____

CHAIRMAN: _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2023, 09, 02

To the HONORABLE Chairman _____, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 25th day of September 2023.

RESOLUTION IN REF: **APPOINTMENT OF CHAIRMAN PRO-TEMPORE OF HAWKINS COUNTY LEGISLATIVE BODY NOMINEE, NANCY BARKER**

WHEREAS, the office of Chairman Pro-Tempore of the Hawkins County Legislative Body is due to be filled. Commissioner Nancy Barker has the qualifications to carry out the duties of this office.

THEREFORE, BE IT RESOLVED that Nancy Barker be appointed as Chairman Pro-Tempore of the Hawkins County Legislative Body beginning September 25, 2023 until the fourth Monday in September 2024.

Introduced by Esq. Charles Thacker

Seconded By Esq. _____

Date Submitted 09-11-23

Nancy L. Davis
COUNTY CLERK

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

BY: _____

CHAIRMAN: _____

RESOLUTION

No. 2023 / 09 / 03

To the HONORABLE _____, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 25th day of September 2023.

RESOLUTION IN REF: HAWKINS COUNTY COMMISSION AGREES TO NEVER ADOPT T.C.A. 6-2-201 (22) AND (23) OR SIMILAR POWERS

WHEREAS, the Hawkins County Commission voted to make Hawkins County a Constitutional Sanctuary; and

WHEREAS, overreaching government regulations on people's private property are contrary to the rights afforded to citizens by their creator and the Constitution; and

WHEREAS, local governments reserve the right and hold the responsibility to protect individual liberty.

THEREFORE BE IT RESOLVED, that the Hawkins County Commission acknowledges the detriment and danger that overreaching government regulations bring to citizens and agrees to never adopt T.C.A. 6-2-201 (22) and (23) or similar powers afforded the county by the state that should be considered contrary to Constitutional liberty.

Introduced By Esq. Joshua Gilliam

ACTION: AYE NAY PASS

Seconded By Esq. _____

Roll Call _____

Date Submitted 8-29-23

Voice Vote _____

[Signature] County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 20231 09 1 04

To the HONORABLE _____, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of September, 2023.

RESOLUTION IN REF: **ACCEPTANCE OF SEVENTH DISTRICT COMMISSIONER, JOEY MADDOX'S RESIGNATION AS COUNTY COMMISSIONER**

WHEREAS, Joey Maddox was elected in August, 2022 to serve as a Hawkins County Commissioner in the Seventh District; and

WHEREAS, on July 27, 2023, notification was received in the County Mayor's office that Mr. Maddox was resigning his position as Seventh District Commissioner, effective July 31, 2023.

NOW, THEREFORE BE IT RESOLVED that Mr. Joey Maddox's, resignation, as a County Commissioner of Seventh District of Hawkins County, be accepted by the Hawkins County Board of Commissioners.

Resignation letter attached.

Introduced By Esq. Robbie Palmer

Seconded By Esq. _____

Date Submitted 09-11-23

[Signature]
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Joey Maddox
7th District Commissioner
428 Prices Grove Road
Rogersville, TN 37857

July 27, 2023

Mayor Dewitte,

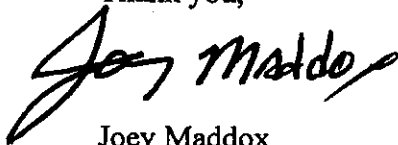
Please accept this as my resignation from my position as 7th District Commissioner effective July 31, 2023. I have enjoyed this position and helping the people in my area which includes Cherokee, St. Clair, and Bulls Gap but after a lot of praying and talking to my family I feel this is the best decision.

I have a full-time job and God and my family comes first; therefore, I cannot give 100% to the residents in my district.

Just the other day I was playing with my grandson and my phone kept ringing with complaints from citizens I represent. My grandson told me to put my phone down and play with him and this made my heart sink. Our grandsons are our world and I am going to watch them grow up.

It has been an honor to sit with the Hawkins County Commissioners and I hope I did the best I could for the last 11 months.

Thank you,

A handwritten signature in cursive script that reads "Joey Maddox".

Joey Maddox

A handwritten signature in cursive script that reads "Mayor Dewitte".

RESOLUTION

No. 2023/09/ 05

To the HONORABLE _____, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of September, 2023.

RESOLUTION IN REFERENCE: NOMINATION OF JIMMY RILEY TO FILL THE VACANT SEVENTH DISTRICT COMMISSION SEAT

WHEREAS, a resignation was submitted effective July 31, 2023, by Joey Maddox, a commissioner in the 7th District of Hawkins County; and,

WHEREAS, Notice of vacancy has been given to the county legislative body and also to a newspaper of general circulation ten (10) days prior to this meeting; and,

WHEREAS, Jimmy Riley, residing at 235 Easy Street in Bulls Gap, TN, is fully qualified to serve as a replacement for Commissioner Maddox to fill his term until the next election held in Hawkins County with the Primary being March 5, 2024, and the General Election being August 1, 2024; and,

WHEREAS, Jimmy Riley currently serves on the Board of Mayor and Aldermen of Bulls Gap, which gives him the experience needed to be part of a legislative body, and is well respected within the Bulls Gap Community and Hawkins County's 7th District;

NOW, THEREFORE BE IT RESOLVED, I am nominating Jimmy Riley, to fill current vacant seat of Hawkins County Commissioner from the 7th District, until the next General Election August 1, 2024.

Introduced by Esq. Robbie Palmer
Seconded by Esq. _____
Date Submitted 09-11-23

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

County Clerk
By: Nancy A. Davis

Committee Action

Mayor _____

AMY KATHLEEN SKELTON

121 South Depot Street, Rogersville, TN 37857
akskelton@markskelton.com • (423) 272-4812
Personal: amy.kathleen.skelton@gmail.com • (423) 754-4239

ADMITTED TO PRACTICE

State of Tennessee	October 2014
United States District Court, Eastern District of Tennessee	January 2015
United States Court of Appeals, Sixth Circuit	February 2015

EXPERIENCE

Law Office of Mark A. Skelton <i>Associate Attorney</i> Juvenile & Family Law, Adoption, Divorce, Probate, Estate Administration, Wills & Estate Planning <i>Summer Associate</i> <i>Legal Assistant</i> (full time: May 2010 – August 2011; summer and holiday breaks: 2006 – 2009)	Rogersville, TN August 2014 – present 2012 – 2013
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Rogersville Municipal Judge <i>Municipal Judge</i>	Rogersville, TN 2022 – present
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Church Hill Municipal Judge <i>Municipal Judge</i>	Church Hill, TN 2016 – present
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Surgoinsville Municipal Judge <i>Municipal Judge</i>	Surgoinsville, TN 2016 – present
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SELECTED ACTIVITIES

Tennessee Municipal Judges Board of Governors , East Tennessee Governor	2020 – present
Hawkins County Industrial Development Board	2020 – present
Hawkins County Memorial Hospital Board of Directors	2016 – present
Hawkins County Bar Association , currently serving as President	2014 – present
Tennessee Bar Association , Member	2014 – present
Skelton Law Racing , Assistant Coordinator	2010 – present
Legal Aid of East Tennessee's Board of Directors	2018 – 2021
Bays Mountain Park Association	2015 – 2020

EDUCATION

The University of Tennessee College of Law Doctor of Jurisprudence <u>Honors</u> : CALI Award in Family & Privacy Law Seminar	Knoxville, TN May 2014
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Clemson University Bachelor of Arts in History; minor in Religion <u>Honors</u> : Calhoun Honors College, General Honors Award, President's List (Spring 2010), Dean's List (five consecutive semesters from Spring 2008 through Spring 2010), Golden Key International Honour Society, National Society of Collegiate Scholars, Phi Alpha Theta History Honor Society, Tau Sigma Honor Society Transfer Student Honor Society, William T. Howell Pre-Law Society	Clemson, SC May 2010
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JACK T. MARECIC
Attorney at Law
109 Stewart Hills Drive
Rogersville, TN 37857
Phone 423 921 8002
Fax 423 921 8444
Email jacktmarecic@gmail.com

Re: Hawkins County Juvenile Court Judge vacancy

Dear Mayor DeWitte,

As a trial attorney with tremendous experience in Juvenile Court involving all aspects of Juvenile Court proceedings, I enthusiastically submit my resume and list of references for consideration of the position of Hawkins County Juvenile Court Judge.

My first six years as an attorney were spent prosecuting criminal cases in Knox County and later in Hawkins, Hamblen, Greene and Hancock Counties. Assistant District Attorneys prosecute all the criminal cases in Juvenile, General Sessions and Criminal Courts in our judicial district. While a private attorney may have one or two cases on the Court's daily docket, District Attorneys prosecute every case. That is the environment in which I learned how to effectively investigate, interview witnesses, negotiate settlements, and conduct trials, such as those typically on our Juvenile Court's docket each week.

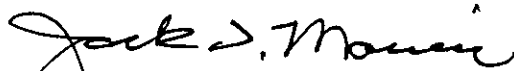
Personally, my wife of thirty years and I have raised our two sons in Hawkins County, where they attended school from kindergarten through high school graduation. One son is a patrol officer with the Morristown Police Department and our other son is a Marine Corps and Army veteran, about to assume the duties of a deputy sheriff in Washington County, upon completion of his background check.

I have been recognized locally for my work with youth by being the Mock Trial Coach of Cherokee High School for multiple years, Volunteer High School golf team sponsor, reading to young elementary students, showing my Native American artifact collection to students, speaking to elementary students about various aspects of law, conducting mock job interviews of high school students about to enter the job market, speaking at high school career days and as a yearly substantial donor to the Sheriff's shop with a cop program. I have enjoyed having several college students complete internships in my office and now see them serving in various professional capacities including as a DCS employee and another as an Assistant District Attorney.

Essentially, Juvenile Court is the Court in which the Juvenile Court Judge presides over criminal cases, called delinquent acts rather than crimes since the person charged is a minor, and secondly decides custody cases such as when a child should be removed from the custody of a parent or parents. Please consider the fact that I have close to three decades of experience in trying these types of cases, from simple misdemeanors to the most serious felony charges of any Court. The need for a Juvenile Court Judge to have extensive experience in handling criminal cases is an essential requirement of the position.

I encourage you to speak with senior law enforcement leaders in the community about the respect that I have for our law enforcement officers. I always take into consideration the law enforcement officer's opinion in every case that I have worked on as an assistant district attorney, private attorney, or as a presiding Judge sitting specially in Hawkins County. I now seek the opportunity to have an even greater impact on our community as the next Hawkins County Juvenile Court Judge. I humbly ask for your support.

Respectfully submitted,


Jack T. Marecic

REFERENCES OF JACK T. MARECIC

**William (Bill) L. Jenkins
U.S. Congressman (retired)
767 Mckinney Chapel Road
Rogersville, TN 37857
(423) 272 3878**

Congressman Jenkins has known Mr. Marecic since 2000 when he came to Hawkins County to serve as an Assistant District Attorney, prosecuting criminal cases in our Juvenile, General Sessions, and Criminal Courts. Congressman Jenkins can give a reliable assessment of Mr. Marecic's character and fitness for the position of Juvenile Court Judge.

**Charme P. Allen
District Attorney General of Knox County
400 Main Street SW Suite 168
Knoxville, TN 37902
(865) 215 2515**

District Attorney General Charme Allen and Jack Marecic were Assistant District Attorneys in the Knox County DA's office during Mr. Marecic's first several years as a lawyer when he prosecuted cases in the General Sessions Misdemeanor, Felony and DUI Courts, as well as Criminal Court jury trials. District Attorney General Charme Allen, with over 30 years prosecuting serious criminal offenses, knows Mr. Marecic possesses the personal and professional attributes to be an outstanding Juvenile Court Judge.

**Rodney Royston
Social Security Administration
1618 Old Tusculum Road
Greeneville, TN 37745
(877) 651 7129 extension 21601**

Rodney Royston is the District Manager of the Social Security Administration with over 33 years in the Social Security Administration. Rodney Royston met Mr. Marecic in 1977 and they grew up together in Hancock County, attending school together from the 4th grade through high school graduation. Mr. Royston has known Mr. Marecic in excess of 40 years and can attest to his personal character.

**JACK T. MARECIC
ATTORNEY**

email jacktmarecic@gmail.com
phone 423 921 8002
fax 423 921 8444
109 Stewart Hills Drive
Rogersville, TN 37857

BAR ADMISSIONS IN GOOD STANDING

Tennessee State and Federal Court in the Eastern District of Tennessee

EDUCATION

**AAS Law Enforcement ETSU 1992
BS Criminal Justice (with highest honors) minor in Sociology ETSU 1993
(Criminal Justice honor student of the year 1993)
Juris Doctorate UT Knoxville 1996**

CAREER SUMMARY

Experienced trial lawyer with 27 years of experience trying criminal cases as an Assistant District Attorney General in Knox, Hawkins, Hamblen, Greene and Hancock Counties for 6 years followed by 21 years as a private attorney/law office owner practicing in criminal cases, civil cases, juvenile court, family law, divorces, custody issues, termination of parental rights/adoptions, Social Security disability and general practice areas. As an Assistant District Attorney General in Hawkins County from March 2000 through October 2002, my partner and I prosecuted all the cases on the Juvenile Court docket in Hawkins County.

JUDICIAL EXPERIENCE

I have been repeatedly appointed as a special judge in Hawkins County General Sessions Court, presiding over criminal and civil cases for two of our General Sessions Court Judges. I have presided over hundreds of cases as the Hawkins County General Sessions Judge as a result.

MILITARY EXPERIENCE

**UNITED STATES MARINE CORPS Honorably Discharged Veteran 1986-1990
2 Overseas Deployments (1st deployment lasting one year, 2nd lasting 6 months)
Rifle Expert, Selected Marine of my Unit in 1989, Good Conduct Medal
Received Navy and Marine Corps Medal for my actions following a helicopter crash in Korea**

RESOLUTION

No 20231 09 108

To the HONORABLE _____ Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of September, 2023.

RESOLUTION IN REF: APPROVAL TO DONATE A STATIONARY DROP-BOX FROM TRUSTEE OFFICE AT THE FORMER CHURCH HILL CITY COUNTY BUILDING TO THE CITY OF CHURCH HILL ADMINISTRATIVE OFFICE

WHEREAS, when the Trustee's satellite office was located at the City County Building in Church Hill, a drop-box had been installed, in concrete, outside the entrance door for customers to drop Property Tax payments in after hours. Now that the office has moved into the East Hawkins County Building, there is a night deposit affixed to the building and the Trustee's office no longer needs the outside drop-box.

WHEREAS, the Trustee, Jim Shanks would like to donate the drop-box to the City of Church Hill Administrative office to enable Church Hill to receive city tax payments after hours.

NOW, THEREFORE BE IT RESOLVED that approval be given to donate the Drop Box used by the Trustee's office in Church Hill to Church Hill Administrative office and leave in place at the City County Building.

Introduced By Esq Nancy Barker

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 09-11-23

Voice Vote _____

Nancy Barker
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RESOLUTION

No. 2023/09/ 09

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of September 2023.

RESOLUTION IN REFERENCE: ADOPTION OF THE HAWKINS COUNTY, TENNESSEE RURAL REIMAGINED ELECTRIC VEHICLE SITE HOST AGREEMENT

WHEREAS, Tennessee Technological University ("Tennessee Tech") is conducting a U.S. Department of Energy - supported Plug-In Electric Vehicle ("PEV") demonstration project called the Rural Reimagined EV Charging Network Program ("Program") DE-FOA-0002475: Topic Area 1: Electric Vehicle Charging Community Partner Projects Control Number: 2475-1693; and

WHEREAS, Hawkins County Government and First Tennessee Rural Planning Organization transportation officials have met throughout 2022-2023 to discuss and identify suitable Site Host Program locations on county owned property, examining existing conditions, cost estimates; and

WHEREAS, certain entities, including Hawkins County Government ("Site Host"), Tennessee, wishes to participate in the Program by making (2) Public Dual-port level-2 (CT4021- GW1) electric vehicle charging stations available to PEV users; and

WHEREAS, on September 1, 2023, Tennessee Tech and Hawkins County Government signed a Site Host agreement ("Agreement") which thereby defines the terms and conditions under which Tennessee Tech will manage the Program and Site Host will participate in the Program; and

WHEREAS, Hawkins County Government will strive to implement the components of the Agreement to the best extent possible as resources become available

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hawkins County, Tennessee, that the recitals above are true and accurate and form a part of this Resolution; and form a part of this Resolution.

Introduced by Esq. Jason Roach

ACTION: AYE NAY PASSED

Seconded by Esq. _____

Roll Call _____

Date Submitted 09-11-23

Voice Vote _____

Absent _____

County Clerk

Committee Action

By: [Signature]

Chairman _____

RESOLUTION

No.2023/09/ 10

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 25th day of September 2023.

RESOLUTION IN REF: APPROVAL TO ENTER INTO A CONTRACT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC. FOR CONSULTING SERVICES AND PROFESSIONAL ADMINISTRATION OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT FUNDING.

WHEREAS, Hawkins County was awarded funds allocated under the Coronavirus State and Local Fiscal Recovery Fund of the Tennessee Department of Environment and Conservation American Rescue Plan Act; and

WHEREAS, Community Development Partners, LLC. agrees to render professional administrative consulting services to advise Hawkins County on compliance with TDEC-ARPA funding. Services provided shall include planning, project files and general management, reporting and monitoring, Equal Opportunity/Title VI compliance, project management, financial management, and assistance with audit and closeout; and

WHEREAS, the water utility districts of Bean Station, First Utility District, Lakeview, Mooresburg, Persia, Russellville/Whitesburg, and Surgoinsville shall be responsible for the entire cost of the professional administrative consulting services, with no expense to Hawkins County.

THEREFORE, BE IT RESOLVED, approval be given to enter into contract, as attached, with Community Development Partners, LLC in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to be paid by the above referenced utility districts.

Introduced By Esq. Jason Roach, Chmn. Budget Comm
Seconded By Esq. _____
Date Submitted 09-11-23
County Clerk _____
By: [Signature]
Chairman _____

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

COMMITTEE ACTION

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

Hawkins County, Tennessee

THIS CONSULTING CONTRACT, effective on this the 3rd day of January, 2023 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC ("*CONSULTANT*") and Hawkins County, TENNESSEE ("*CLIENT*"). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT FUNDING (TDEC-ARPA).

Whereas the *CLIENT* desires to engage the *CONSULTANT* to render professional administrative consulting services (professional services) and to advise the *CLIENT* on the *CLIENT'S* compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the Tennessee Department of Environment and Conservation American Rescue Plan Act; and the *CONSULTANT* agrees to provide such professional advice to the *CLIENT*. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT*, to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The *CONSULTANT* warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the *CLIENT*. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The *CLIENT* agrees to make available to the *CONSULTANT* any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-ARPA funding for the *CLIENT*, at no expense to the *CONSULTANT*.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the *CLIENT* agrees to pay the *CONSULTANT* for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
- b. **Termination for Convenience:** The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become *CLIENT*'S property.

If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The CONSULTANT shall comply with applicable laws, regulations, ordinances, executive orders, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the CONSULTANT's engagement as a consultant to the CLIENT hereunder, including those cited in this Article VI. Without limiting the foregoing, this is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of this Contract, and the CONSULTANT will comply with applicable Treasury policies, procedures, and directives.
- b. **Audits and Inspection/Access to Records/Record Retention:**
 - (1) At any time during normal business hours, the CONSULTANT agrees to provide CLIENT, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The CONSULTANT shall retain all such documents, papers and records which are directly pertinent to this Contract for the longer period of either five (5) years following completion of the contracted work and expiration of the Contract or the federally required retention period.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT's Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the CLIENT and Other Local Public Officials:** No officer, member, or employee of the CLIENT; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CLIENT shall take appropriate steps to assure compliance.
- f. **Interest of the CONSULTANT:** The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**

The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.
- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):** No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.
- k. **False Claims Act, 31 U.S.C § 38:** The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Contract.
- l. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

m. Suspension and Debarment:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the CLIENT, the CONSULTANT shall furnish additional services which are not part of the services described in Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CLIENT and the CONSULTANT, and written authorization from the CLIENT to proceed, the CONSULTANT will provide the additional service(s).

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

Hawkins County

Mayor Date

Attest:

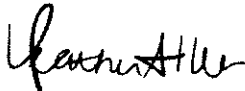
Community Development Partners, LLC



6/22/2023

President Date

Attest:



ATTACHMENT A

DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

Name of project: The County of Hawkins Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (TDEC-ARPA).

Name of person or company providing services:
Community Development Partners, LLC.

TASKS	AMOUNT
1 Planning	\$22,500.00
A. Coordinate TDEC planning process	
B. Collect, assemble, and submit application(s) and funding packages	
2 Project Files/General Management	\$24,750.00
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
3 Reporting and Monitoring	\$38,250.00
A. Prepare and coordinate with the County's staff to submit Performance and Financial Reports as required	
B. Prepare and coordinate with the County's staff to submit spending plans where required	
C. Provide periodic status report regarding use and status of funds	
D. Maintain electronic and other communications with local, state, and federal entities	
4 Equal Opportunity/Title VI	\$11,250.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
5 Project Management	\$67,500.00
<ul style="list-style-type: none"> A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring B. Coordinate with the County's staff, technical consultants/engineers to formulate and review front-end bid manual C. Review contracts, requests for payments and other purchasing documents D. Collect, evaluate, and manage programmatic documents and data for each project E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services) 	
6 Financial Management	\$49,500.00
<ul style="list-style-type: none"> A. Develop/create tracking system B. Work with the County's staff to track TDEC-ARPA funds C. Coordinate payment set up D. Work with the County's staff to review payment request E. Periodic monitoring of expenditures 	
7 Audit and Closeout	\$11,250.00
<ul style="list-style-type: none"> A. Work with the County's staff to prepare for single audits of expenditures and work with the County's auditors as needed B. Final Closeout/Performance Reports 	
GRAND TOTAL	\$225,000.00

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.




STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	6/22/2023
Signature of Authorized Representative	Date
Evan Sanders, President	615-386-0222 esanders@cdpllc.com
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.

**IRAN DIVESTMENT
ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

6/22/2023

Date



Signature of Bidder

Community Development Partners, LLC

Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The **City/County of Hawkins** may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The **City/County of Hawkins** makes a determination that the goods or services are necessary for the **City/County of Hawkins** to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

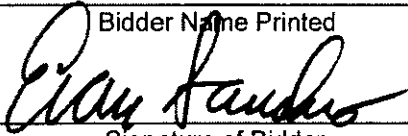
According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

I certify this statement to be true and correct.

Evan Sanders

Bidder Name Printed



Signature of Bidder

6/22/2023

Date

Community Development Partners, LLC

Company



STATE OF TENNESSEE
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:


No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	6/22/2023
Signature of Authorized Representative	Date
Evan Sanders, President	(615) 386-0222 esanders@cdpllc.com
Printed Name and Title	Phone Number / Email Address

RESOLUTION

No. 2023, 09, 11

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 25th day of September, 2023.

RESOLUTION IN REF: HAWKINS COUNTY GOVERNMENT AND BOARD OF EDUCATION BUDGET PREPARATION SCHEDULE

WHEREAS, the State of Tennessee Public Chapter No. 1080 pursuant to T.C.A. 55-9-402 was approved May 20, 2016, and states in Section (c) If the county legislative body adopts a timeline and budgetary procedures for the county or if the county operates pursuant to a private act that establishes a timeline, then the proposed budgets described in subsection (a) shall be filed in accordance with that timeline; provided, however, the timeline for the budget of the local education agency (LEA) shall be established by the county legislative body with the concurrence of the county board of education; and

WHEREAS, the proposed Budget Preparation Schedule, for Hawkins County Government and Hawkins County Board of Education, is being recommended to the Budget Committee and county legislative body by the County Mayor and Director of the Accounts and Budgets to be adopted; and

WHEREAS,

- By February 1: Budget request forms shall be delivered to all Hawkins County departments and agencies.
• By March 1: The School Board shall hold the first preliminary budget meeting.
• By March 1: All Hawkins County departments and agencies shall submit their budget requests to the County Mayor for inclusion of 1st budget draft to the Budget Committee.
• By April 15: The first draft of the Board of Education budget shall be presented to the School Board.
• By May: The School Board shall vote on final recommended budget proposal at the regularly scheduled May board meeting.
• By May: The Budget Committee shall vote on the Board of Education's approved budget, with the understanding there could be amendments once the final TISA allocation is received from the State, and the Hawkins County departments and agencies' proposed budgets and notify the department and/or agency of approval or rejection at the regularly scheduled May meeting.
o If Approved: Forward to the legislative body for consideration.
o If Rejected: Board of Education has 10 business days to submit a new proposal.
• If the Budget Committee rejects two consecutive proposals by any department or agency, the third budget proposal shall directly go to the legislative body for consideration. If then rejected by the body, the department or agency has 10 business days to resubmit to the full legislative body.
• If the legislative body and Board of Education fail to agree by July 31st of any year, then the school budget shall be the minimum required local match operation of law. If the Board of Education proposes any subsequent amendments, they must be approved or rejected within 40 days.

THEREFORE, BE IT RESOLVED, the Hawkins County Government Budget Preparation Schedule be adopted beginning with the 2024-2025 fiscal year budget.

Introduced By Esq. Nancy Barker, Budget Committee

Seconded By Esq. _____

Date Submitted 09-11-23

County Clerk _____

By: [Signature]

Chairman _____

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

COMMITTEE ACTION

RESOLUTION NO. 2023109114

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 25th DAY OF SEPTEMBER 2023.

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, September 25, 2023, go on record as passing this resolution.

Introduced by Esq. Nancy Barker
 Vice-Chairman Budget Committee

Estimated Cost: _____

Seconded by Esq. _____ Paid From _____ Fund

ACTION: Aye Nay Abstain Date Submitted 09-11-23

Roll Call _____ _____ _____ County Clerk: Nancy A. Davis

Voice Vote _____ _____ _____ By: Nancy A. Davis

Absent _____ _____ _____

COMMITTEE ACTION: APPROVED DISAPPROVED

_____ _____ _____

CHAIRMAN: _____

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 2
 DATE: September 25, 2023

ORIGINAL BUDGET AMOUNT	67,815,346.00
PREVIOUS AMENDMENTS	-
TOTAL	67,815,346.00
REQUESTED AMENDMENT	927,526.93
TOTAL	68,742,872.93

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To correct the budget for the July Final TISA Allocation.					
		TENNESSEE INVESTMENT IN STUDENT ACHIEVEMENT				
	46510	TISA	47,003,127.00	-	71,827.00	46,931,300.00
	39000	Unassigned Fund Balance		-	71,827.00	
2	To correct the reserve for the Mini Grants for 2023-2024 FY.					
		71100 REGULAR INSTRUCTION PROGRAM				
	71100-429-MINGR	Instructional Supplies and Materials	3,870.00	-	2,296.00	1,574.00
	39000	Unassigned Fund Balance		2,296.00		
3	To budget a donation for STEM instructional supplies.					
		71100 REGULAR INSTRUCTION PROGRAM				
	71100-429-DONGR	Instructional Supplies and Materials		1,500.00		1,500.00
	44570-DONGR	Contributions and Gifts		1,500.00		
4	To budget a donation for CVES for playground equipment.					
		72130 OTHER STUDENT SUPPORT				
	72130-790	Other Equipment	-	1,500.00		1,500.00
	44570-DONGR	Contributions and Gifts		1,500.00		
5	To budget donations and correct the reserve amount for ATEAM for the 2023-2024 FY.					
		71150 ALTERNATIVE INSTRUCTION PROGRAM				
	71150-599-ATEAM	Other Charges	1,328.00	533.00		1,861.00
	44570-ATEAM	Contributions and Gifts		500.00		
	39000	Unassigned Fund Balance			33.00	
6	To budget the CTE Surplus beginning balance for 2023-2024.					
		71300 VOCATIONAL EDUCATION PROGRAM				
	71300-499-CTE	Other Supplies and Materials	-	4,174.00		4,174.00
	39000	Unassigned Fund Balance			4,174.00	
7	To budget the remainder of the COPS grant.					
		72610 OPERATION OF PLANT				
	72610-790-COPS	Other Equipment	-	310,596.90		310,596.90
	44570-COPS	Contributions and Gifts		310,596.90		
8	To budget reimbursement for damages to HES gym floor.					
		72620 MAINTENANCE OF PLANT				
	72620-399	Other Contracted Services	90,000.00	620.00		90,620.00
	44560	Damages Recovered from Individuals		620.00		
9	To budget donations and correct the reserve amount for the Book Bus for the 2023-2024 FY.					
		72130 OTHER STUDENT SUPPORT, 72710 TRANSPORTATION				
	72130-499-B-Bus	Other Supplies and Materials	340.00	1,688.00		2,028.00
	72130-599-B-Bus	Other Supplies and Materials	-	1,000.00		1,000.00
	72130-790-B-Bus	Other Equipment	2,583.00	-		2,583.00
	72710-146-B-Bus	Bus Drivers	-	2,617.00		2,617.00
	72710-201-B-Bus	Social Security	-	162.00		162.00
	72710-204-B-Bus	Pensions	-	183.00		183.00
	72710-212-B-Bus	Employer Medicare	-	38.00		38.00
				5,688.00		
	44570-B-Bus	Contributions and Gifts		5,006.00		
	39000	Unassigned Fund Balance			682.00	

10	To budget year one of the SLICE grant.				
		72210 REGULAR INSTRUCTION PROGRAM			
	72210-189-SLICE	Other Salaries and Wages	-	85,382.00	85,382.00
	72210-201-SLICE	Social Security	-	5,294.00	5,294.00
	72210-204-SLICE	Pensions	-	7,684.00	7,684.00
	72210-212-SLICE	Employer Medicare	-	1,238.00	1,238.00
	72210-399-SLICE	Other Contracted Services	-	31,300.00	31,300.00
	72210-499-SLICE	Other Supplies and Materials	-	56,000.00	56,000.00
				186,898.00	-
	48990	Other		186,898.00	
11	To budget the Public Safety Security Grant.				
		72210 REGULAR INSTRUCTION PROGRAM, 72620 MAINTENANCE OF PLANT			
	72210-189-PSSG	Other Salaries and Wages	-	1,800.00	1,800.00
	72210-201-PSSG	Social Security	-	112.00	112.00
	72210-212-PSSG	Employer Medicare	-	27.00	27.00
	72210-399-PSSG	Other Contracted Services	-	200,000.00	200,000.00
	72620-701-PSSG	Administration Equipment	-	53,550.03	53,550.03
				255,489.03	-
	46980	Other State Grants		255,489.03	
12	To budget the SAFE allocation that was rolled into TISA.				
		72210 REGULAR INSTRUCTION PROGRAM, 72620 MAINTENANCE OF PLANT			
	72210-524-SAFE	Inservice/Staff Development	-	3,000.00	3,000.00
	72620-790-SAFE	Other Equipment	-	158,045.00	158,045.00
				161,045.00	-
	39000	Unassigned Fund Balance			161,045.00
13	To budget a donation received for Family Resource Center and to correct the reserve amount from 2022-2023 FY.				
		73300 COMMUNITY SERVICES			
	73300-499-FRC-DON	Other Supplies and Materials	6,883.00	1,779.00	8,662.00
	44570-FRC-DON	Contributions and Gifts	-	200.00	
	39000	Unassigned Fund Balance			1,579.00
		TOTAL EXPENDITURES & FUND BALANCE		932,118.93	241,636.00
		TOTAL REVENUES		762,309.93	71,827.00

RESOLUTION NO. 20231 09 1 15

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 25th DAY OF SEPTEMBER 2023.

RESOLUTION IN REF: TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUND TO SCHOOL FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2024

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

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

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

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

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

Section I: The school system is authorized to transfer from the General Purpose School Fund to the School Federal Projects Fund in the amount of \$500,000 no later than June 30, 2024.

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

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

Introduced by Nancy Barker, Chairman Education Committee

Seconded by _____

FOR THE BOARD OF EDUCATION:


Chairperson, Board of Education

FOR THE HAWKINS COUNTY COMMISSION:

Chairperson, County Commission

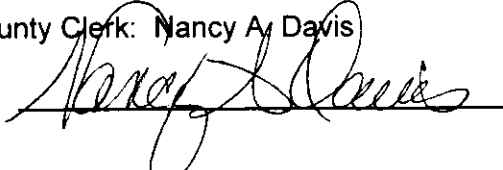
Director of Schools

County Clerk

Adopted by the Board of Education of Hawkins County, Tennessee, this 7th day of September, 2023.

Adopted by the County Commission of Hawkins County, Tennessee, this 25th day of September, 2023.

ACTION: Aye Nay Abstain
Roll Call ___ ___ ___
Voice Vote ___ ___ ___
Absent ___ ___ ___

Date Submitted 09-11-23
County Clerk: Nancy A. Davis
By: 

COMMITTEE ACTION: APPROVED DISAPPROVED

CHAIRMAN: _____

