

RESOLUTION

No. 2023 / 11 / 01 -

To the Honorable Chairman, Mark DeWitte and Members of the Hawkins County Board of Commissioners in Regular Session, met this 27th day of November 2023.

RESOLUTION IN REF: APPROVAL TO INCREASE THE NUMBER OF HAWKINS COUNTY BOARD OF COMMISSIONERS TO 21 MEMBERS, WITH (3) THREE COMMISSIONERS FROM EACH OF THE (7) SEVEN COUNTY DISTRICTS

WHEREAS, with Resolution 2018/04/07 the number of Hawkins County Commissioners was reduced from (21) twenty-one members to (14) fourteen members effective with the 2022 election; and

WHEREAS, of the (14) fourteen commissioners elected, at least half of them have regular jobs; and

WHEREAS, each commissioner is a member of either (6) six or (7) seven Internal committees, and having a regular job makes it difficult to attend committee meetings held during the day. A committee of (7) seven, requires a quorum of (4) four, thus making it challenging to hold a scheduled committee meeting. And, if only (4) four members are present, then only (4) four districts are represented. With 21 commissioners, each member would not be on as many committees. Thus, members would not be absent from their regular job as much, making it easier to have a quorum at the committee meetings to conduct business.

THEREFORE, BE IT RESOLVED THAT approval be given to increase the Board of Commissioner to (21) Twenty-one Commissioners, which will give a better representation in each of the (7) seven Commissioner districts and make it easier to get a quorum at a committee meeting.

If approved, this resolution supersedes all previous resolutions pertaining to the total number of commissioners and would be effective for the Primary and General Election in 2026.

Introduced by Esq. Charlie Thacker
Seconded By Esq. _____
Date Submitted 11-2-23
[Signature]
COUNTY CLERK

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

BY _____
CHAIRMAN: _____

COMMITTEE ACTION: _____

RESOLUTION

No. 2023, 11, 02

To the Honorable Chairman, Mark DeWitte and Members of the Hawkins County Board of Commissioners in Regular Session, met this 27th day of November 2023.

RESOLUTION IN REF: APPROVAL TO ACCEPT A HIGHWAY SAFETY GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR HAWKINS COUNTY SHERIFF'S OFFICE

WHEREAS, the Tennessee State Department of Transportation makes available grants to local sheriff offices for the implementation of safety on roadways in their county; and

WHEREAS, the Hawkins County Sheriff's Office applied for an Eighty Thousand Dollar (\$80,000) highway Safety Grant for the purpose of DUI Enforcement and has been awarded the grant with no local match required; and

THEREFORE, BE IT RESOLVED THAT approval be given to accept the aforementioned grant the Tennessee State Department of Transportation to increase safety on our roadways.

WHEREAS, the County Mayor is authorized to sign any and all necessary documents for said grant.

Introduced by Esq Jason Roach

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 11-2-2023

Voice Vote _____

[Signature]
COUNTY CLERK

Absent _____

BY _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

RESOLUTION

No. 2023/11/ 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of November 2023.

RESOLUTION IN REF: APPROVAL OF A CONTRACT WITH PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P. (PERDUE BRANDON) FOR COLLECTION OF COURT FINES AND FEES

WHEREAS, the Hawkins County Clerk of Courts is authorized to impose fines and fees in relation to certain court cases held in the county; and

WHEREAS, from time to time these imposed fees are not collected in a timely manner and it becomes necessary to pursue the delinquent fees; and

WHEREAS, the Clerk of Courts office does not have the available time or staff needed so it becomes practical to use the services of a collection company; and

WHEREAS, the Clerk of Court's office has presented a proposed contract with Perdue Brandon to handle the collection of court client's obligations; and

WHEREAS, the proposed contract states that Perdue Brandon will handle any collections that are six months or more past due, and add a twenty percent (20%) fee to the amount owed which is retained by Perdue Brandon as their fee, and there is no deduction taken from the amount the county receives from the collection; now

THEREFORE, BE IT RESOLVED that the Hawkins County Board of Commissioners approves retaining Perdue Brandon to collect delinquent fines and fees per the attached contract and gives County Mayor Mark DeWitte the authority to sign necessary documentation concerning the contract.

Introduced By Esq. Jason Roach, Budget Committee Chairman

Seconded By Esq. _____

Date Submitted 11-13-23

Mark DeWitte
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

By: _____

Chairman _____

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TENNESSEE

COUNTY OF HAWKINS

SECTION 1. PARTIES TO THE CONTRACT

I .01 This contract, hereinafter called "Contract," is made and entered into by and between Hawkins County, State of Tennessee, hereinafter called "the Client" and Perdue, Brandon, Fielder, Collins & Mott, L.L.P., hereinafter called "Perdue Brandon."

I .02 This Contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

I .03 The Client employs Perdue Brandon to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

1.04 Now, therefore, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the Client and Perdue Brandon agree as follows:

SECTION 11. CLIENT'S COLLECTION OBLIGATIONS

2.01 An account can be referred to collection if not paid within 6 months from the adjudication date per TN Code 40-24-105.

2.02 The Client agrees to refer accounts to Perdue Brandon for collection, at minimum, on or about the first (1st) or the fifteenth (15th) of each month. The Client shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the Client. All delinquent accounts should be in a specified format that will allow Perdue Brandon to process the account data.

SECTION 111. PERDUE BRANDON'S COLLECTION OBLIGATIONS

3.01 Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the Client and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

3.02 Perdue Brandon will make its proprietary Automated Assistant program and all the reports therein and as developed, available to the Client's designated staff, at no charge during the term of this Contract.

3.03 Perdue Brandon may institute an action to collect fines and costs in a judicial proceeding upon the Clients request.

SECTION IV. COLLECTION FEE

4.01 The Client agrees to authorize an additional collection penalty and pay Perdue Brandon as set forth below. The Client agrees that this additional collection penalty is authorized under Tennessee law and the Client deems the fee listed below as reasonable in order to effect court collections owed to this entity.

4.02 Twenty percent (20%) of the collected fines, fees, and court costs of any account referred to Perdue Brandon, regardless of whether payment on the account is received by the Client or received by Perdue Brandon on Client's behalf. The collection fee shall be added to the account, regardless of whether the payment is partial or in its entirety.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

5.01 The compensation to be paid to Perdue Brandon in Section IV. COLLECTION FEE does not apply where the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. Nor will the compensation apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The Client retains the sole discretion to remove any account from Perdue Brandon's possession for any reason, without recourse and regardless of whether an account is in a payment plan or litigation.

SECTION VI. METHOD OF PAYMENT

6.01 Perdue Brandon shall send to Client and in the format required by the Client, information regarding all monies collected. Within two days after availability of funds, Perdue Brandon will forward the monies due to the Client. After the Client receives full payment for the debt owed on an account, Perdue Brandon may retain the additional collected 20% Collection Fee.

6.02 In the case where a defendant makes a payment to the Client in response to collection efforts taken by Perdue Brandon, the payment shall be subject to the 20% Collection Fee, and the fee shall be remitted to Perdue Brandon monthly,

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

7.01 This Contract is for an initial period beginning on date of execution by both parties and ending on the same date in 2024. This Contract is subject to 1 year renewals if so agreed in writing by both parties. After the initial period, this Contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this Contract at least 60 days prior to each renewal date of this Contract.

7.02 Upon termination, Perdue Brandon shall have an additional three months to complete work on all delinquent accounts referred from the Client prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

8.01 For purposes of sending notice under the terms of this Contract, all notices from the Client shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Justin Brom
900 8th st. suite 1100
Wichita Falls, Texas 76307
Telephone Number: 940-723-4323

8.02 All notices from Perdue Brandon shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

Hawkins County Ma or
Mark Ddwitte
Attn: Name
150 Washington St Suite
Street
Rogersville TN 37857
City, State, Zip Code
413 73 59
Telephone Number

SECTION IX. VENUE AND CONTROLLING LAW

9.01 This Contract is made and is to be interpreted under the laws of the State of Tennessee. Venue for any disputes involving this Contract shall be in the appropriate courts in Hawkins County, Tennessee.

SECTION X. INDEPENDENT CONTRACTOR

10.01 In consideration of the terms and compensation herein stated, it is expressly agreed that Perdue Brandon is an independent contractor and not an employee, agent, partner or joint venturer with the Client.

SECTION XI. SEVERABILITY

11.01 Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION XII. INSURANCE PROVISION

12.01 During the Term, Perdue Brandon shall maintain insurance as needed to perform the requirements of this Contract which includes General and Professional Liability with a coverage amount of \$ 1,000,000.00.

SECTION XIII. ADVICE OF COUNSEL

13.01 The parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter into this Contract and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

SECTION xrv. CONSTRUCTION

14.01 This agreement was prepared after negotiations between the parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Contract. Every covenant, term, and provision of this Contract shall be construed simply according to its fair meaning.

SECTION XV. MISCELLANEOUS

15.01 Perdue Brandon shall indemnify, hold harmless and defend Client against claims of liability or loss incurred by Client to the extent caused by Perdue Brandon's acts or omissions in the performance of this Contract. The amount of indemnification shall be to the monetary extent as allowed by law. Such indemnity includes any judgment against Client including reasonable attorney fees.

15.02 This Contract is executed by a representative of the Client who is authorized to execute this instrument. The person executing said document attests that they have authority under Tennessee law to execute this document on behalf of the Client and that their signature allows Perdue Brandon to proceed with collections.

This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts shall be binding and enforceable. Article II, Section 29 of the Tennessee Constitution prohibits local governments from lending their credit to private entities and, therefore, prohibits an agreement by the County to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the agreement requiring the County to indemnify or hold harmless vendor or any other person or entity and any limitation of liability in favor of vendor is enforceable only to the extent permitted by Tennessee law, provided the County's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of the agreement shall act or be deemed a waiver by the County of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow the County to agree to the disclaimer of warranties and any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. The County reserves all rights afforded to local governments under law for all general and implied warranties. The County does not waive any rights it may have to all remedies provided by law and therefore any attempt by vendor to limit its liability shall be void and unenforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 2023.

HAWKINS COUNTY MAYOR

By:

Mark DeWitte

Title

PERDUE BRANDON FIELDER COLLINS & MOTT L.L.P.

By:

For the Firm

RESOLUTION

No. 2023/11/ 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of November 2023.

RESOLUTION IN REF: APPROVAL OF A THREE-YEAR EXTENSION OF EXCLUSIVE FRANCHISE RIGHTS TO HAWKINS COUNTY EMERGENCY MEDICAL SERVICES (EMS) FOR THE OPERATION OF GROUND AMBULANCE SERVICES FOR HAWKINS COUNTY, TENNESSEE, INCLUDING EMERGENCY AND CONVALESCENT SERVICES.

WHEREAS, on May 22, 2023, the Hawkins County Board of Commissioners approved Resolution 2023/05/01 granting exclusive franchise rights for the operation of ground ambulance services in Hawkins County to the Hawkins County Emergency Medical Service (EMS) beginning July 1, 2023, for a period of six (6) months with an expiration of December 31, 2023; and

WHEREAS, the following resolutions have previously been approved by the Hawkins County Board of Commissioners for ambulance service in Hawkins County:

- July 25th, 2016 – Resolution 2016-07-03
- September 25, 2016 – Resolution 2016-09-07
- April 22nd, 2019 – Resolution 2019-04-02 (Out of Order)
- May 20th, 2019 – Resolution 2019-05-04
- September 1st, 2019 – Resolution 2019-09-01 (Out of Order)
- June 2nd, 2020 – Resolution 2020-06-02 (Out of Order); and

WHEREAS, the Hawkins County Commission recognizes the need to have ambulance service available in the county and wishes to continue the association with Hawkins County EMS past the expiration date of the last resolution until December 31, 2026, unless and until circumstances would dictate any new arrangement of these rights at which time the Hawkins County Commission will reconsider these terms;

THEREFORE, BE IT RESOLVED that the Hawkins County Board of Commissioners grants an extension of the current franchise rights to Hawkins County Emergency Medical Services for a period of three (3) years to expire midnight December 31, 2026.

Introduced By Esq. Larry Clonce, Public Safety Committee Chairman

Seconded By Esq. _____

Date Submitted 11-13-23

Nancy A. Davis
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

By: _____

Chairman _____

RESOLUTION

No. 2023/11/ 05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of November 2023.

RESOLUTION IN REF: LEASE OF FIRST COMMUNITY BANK DRIVE THROUGH FOR USE BY THE HAWKINS COUNTY CLERK STAFF

WHEREAS, the Hawkins County Clerk's office has maintained a branch at the drive through at First Community Bank on West Main Street in Rogersville for two years; and

WHEREAS, the Hawkins County Commission appreciates the willingness of First Community bank to have allowed the use of the building for a nominal cost; and

WHEREAS, the County Clerk's office has determined that the convenience of using the drive through has been very welcomed by Hawkins County citizens; and

WHEREAS, the First Community Bank Board of Directors is offering continued use of the building for a charge of \$300 per month, which covers the bank's insurance and tax expenses; now

THEREFORE, BE IT RESOLVED that the Hawkins County Commission gives permission to the County Mayor to sign the attached annual lease for the facility for \$300 per month through 2024. This lease has been approved by the County Attorney for appropriateness.

Introduced By Esq. Jason Roach, Budget Committee Chairman

Seconded By Esq. _____

Date Submitted 11-13-23

Nancy A. Davis
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

By: _____

Chairman _____

LEASE AGREEMENT

THIS LEASE, by and between FIRST COMMUNITY BANK, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

WHEREAS, in and for the consideration as hereinafter set, Lessor hereby leases the exclusive use and possession unto Lessee the following described premises located in Rogersville, Tennessee, to-wit: 809 West Main Street — Drive-Thru Location. Lessor may also have reasonable access to and use of the parking areas located at said address.

Lessee shall pay the sum of three hundred dollars (\$300.00) unto Lessor as rent per month with the first of said payments being due on January 3, 2024 and an additional amount due on the first day of each month thereafter for the term of this lease.

This Lease shall be effective from January 1, 2024 and shall terminate on December 31, 2024. During the term of this Lease, Lessee agrees to name Lessor as an additional insured on its General Liability Certificate with respect to said premises. Lessor or Lessee shall have the option to cancel this Lease Agreement at any time during this period by the giving of at least thirty (30) days written notice.

Lessee shall be responsible for any and all minor repairs including utilities, if the amount can be ascertained as to the leased premises. Lessor shall be solely responsible for all major repairs as well as payment of taxes and insurance.

To the extent permitted by Tennessee law, Lessee agrees to hold Lessor harmless and/or fully indemnify same as to any cause of action which might arise as a result of Lessee's possession of the leased premises during the term of said Lease. Lessor warrants free and clear title to the leased premises and that Lessee will thus have superior and exclusive use and possession of said premises pursuant to this Lease.

This _____ day of _____, 2023.

FIRST COMMUNITY BANK

By: Name: _____

HAWKINS COUNTY, TENNESSEE

By:

Mark Dewitte
County Mayor

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of FIRST COMMUNITY BANK, the within named bargainor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of First Community Bank, by himself/herself as

_____.

WITNESS my hand official seal at office, this _____ day _____,
of 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF HAWKINS

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

WITNESS my hand official seal at office, this day _____,
of 20
_____.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION

No. 2023/11/ 06

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of November 2023.

RESOLUTION IN REF: UPDATED RULES OF ORDER FOR THE HAWKINS COUNTY BOARD OF COMMISSIONERS.

WHEREAS, on September 26, 2022, the Hawkins County Board of Commissioners adopted a document setting forth an updated version of the Rules of Order for themselves, and

WHEREAS, said document, upon review, needed a number of housekeeping type edits and needed a section referring to the new rules the state had imposed concerning meeting notices which are noted in red on the attached document, and

WHEREAS, all governing bodies are in need of rules of order to be followed in conducting business, and

WHEREAS, the Personnel Committee, using guidelines suggested by the County Technical Assistance Service, has reviewed and recommends the attached new Rules of Order for the Hawkins County Board of Commissioners, now

THEREFORE, BE IT RESOLVED, that the Hawkins County Board of Commissioners approve the updated rules of order attached, and that such Rules of Order are adopted and in effect as of this date of approval, and thereby replace the Rules of Order approved in 2022.

Introduced By Esq. Nancy Barker, Chair, Personnel Comm.

Seconded By Esq. _____

Date Submitted 11-13-23

Nancy Barker
County Clerk

By: _____

Mayor _____
Mark DeWitte, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RULES OF ORDER FOR HAWKINS COUNTY BOARD OF COMMISSIONERS

HAWKINS COUNTY, TENNESSEE

I. ROBERTS RULES OF ORDER

If any questions shall arise which is not provided for in these rules, the same shall be governed by the current updated version of Robert's "Rules of Order" which is hereby adopted.

II. ACT OF THE STATE OF TENNESSEE

In case any rule shall conflict with an Act of The State of Tennessee, the Act shall govern.

III. ELECTION OF THE CHAIRMAN AND CHAIR PRO TEMPORE OF THE COUNTY GOVERNING BODY

The Chairman and Chairman Pro Tempore of the County Governing Body are elected by majority vote of the membership of the County Governing Body annually at the September meeting of the body.

IV. DUTIES OF THE COUNTY CHAIRMAN:

A. At the precise hour to which the Board of Commissions shall have gathered, the County Sheriff shall proceed to a point in front of the Chairman's dais and announce to the member of the Board of Commissioners assembled "All rise --- this Board of Commissioners for Hawkins County, Tennessee is now in session, the Honorable _____, presiding. Be seated and direct your attention to the Chair."

B. The Chair shall preserve order and decorum and may speak to points of order in preference to other members.

C. The Chair shall conduct the business of The Governing Body in the following order:

- 1) Opening of Court by Sheriff
- 2) Prayer
- 3) Pledge to the Flag
- 4) Call to Order

- 5) Roll Call
- 6) Conflicts of Interest
- 7) Office Reports
- 8) Commendations / Recognition
- 9) Approval of Minutes
- 10) Public Comments
- 11) Resolutions

1. Should time be limited, or for any reason deemed acceptable by the Governing Body, non-controversial items can be placed in a "consent calendar" group to be voted on all at once by the body.
2. Prior to the vote on the "consent calendar," any commissioner can request that any item in the group be removed from the group and voted on as an individual resolution. The commissioner can request such move of the chairman no later than the discussion on the group following a second of the motion.

12) Adjournment

- D. A question may be taken up out of order by two-thirds vote of members present.
- E. If the chair is a member of the body, the chair must be surrendered to the chair pro tempore prior to taking part in any debate. When the Chair steps down to participate in debate, she/he cannot return to the chair until the issue is disposed of in some manner. It is always improper for the chair to voice an opinion or debate the pending issue while acting as chair. The chair can answer questions, refer questions to the maker of the motion, rule on parliamentary questions, etc., during the debate of any issue.
- F. The chair is able to vote if a member of the body; voting only to break a tie vote if a county mayor chairperson.

- G. In the absence of the Chairman, the Chairman pro tempore shall serve as Chairman. In the absence of both the Chairman and Chairman pro tempore, the County Clerk shall call the Governing Body to order and call the roll for the purpose of the election of a temporary Chair.
- H. The Commission Chairman shall appoint all committees unless otherwise directed by a two-thirds vote of the Governing Body as specified in Article VII below.

V. DUTIES OF MEMBERS:

- A. Every member shall address the Chair by indicating on their electronic signaling device that they would like to speak, and after he or she has been recognized by the Chair, proceed with his or her remarks. The member may, after he or she has been recognized by the Chair, at the members discretion move to a position in front of the members assembled to make his or her remarks. No other member shall speak or be recognized unless he or she rises to a point of order or other motion which shall have preference while the speaker who has the floor makes his or her remarks. Any member who also wishes to speak shall make it known by using their electronic signaling device and will be recognized in order of request by the chair.
- B. No member may maintain the floor for longer than ten (10) minutes and may not be recognized more than twice, each time maintaining the floor for no longer than ten (10) minutes while speaking on any one matter or motion under consideration, except by a majority vote of the members. No member will be allowed to assign their remaining time to another member.
- C. Motions to limit debate shall require an affirmative vote of two-thirds of those members present for passage.
- D. All motions shall be debatable except the following:
 - 1) To adjourn
 - 2) Lay on the table
 - 3) For the previous question

Provided, however, the original proponent of any motion sought to be tabled shall have the right to be heard after the motion is made and before the motion to table is put to a vote.

Also provided that a member who speaks both for and against a matter cannot "call for the previous question."

E. When any question or motion is under debate by the Governing Body, the following motions shall be in order and may be entertained by the Chairman:

- 1) To adjourn
- 2) To recess
- 3) To lay on the table
- 4) For the previous question
- 5) To postpone to a day certain
- 6) To commit
- 7) To amend
- 8) To postpone indefinitely

Each of said motions shall take preference in the order set out herein.

- F. Any question or motion may be put to the members by a "voice vote" at the discretion of the Chairman, unless otherwise required by law, provided, however, that any one (1) member of the membership may request a roll call vote of the membership.
- G. Upon a roll call vote, any member may change his or her vote before the result of the vote is announced and the Clerk or Chair shall give any member one opportunity to change his or her vote prior to announcing the result of the vote.
- H. Any two (2) members of the Governing Body may appeal to the Governing Body from any ruling of the Chairman and a majority of the members of the Governing Body shall decide the appeal.
- I. A meeting of the Governing Body or any committee of the Body can at any time be called into recess by a majority vote. A recess can be defined as anywhere from a short break until an

announced time up to the next regularly scheduled meeting of the Governing Body or committee.

Recesses cannot be scheduled for longer than the next scheduled meeting.

J. When a motion to adjourn or recess has been made and failed, the Chairman shall not entertain another motion to adjourn or recess until some business has been transacted since the last motion to adjourn or recess was voted upon.

K. A "session" is to be defined as a "complete meeting" for purposes of these rules.

VI. RESOLUTION

A. Every proposed resolution shall be typewritten or legibly handwritten in ink and filed with the County Clerk in the appropriate form which must be completed entirely, except a proposed resolution need not have a seconding member at the time of filing, and information after.

B. The County Clerk shall maintain a file specifically for "Proposed Resolutions," which shall be at all times complete with any attachments, and which shall remain at all times in the office of the Clerk and be available to the public. The Clerk shall file all proposed resolutions therein and shall note the date of filing on each and maintain a numbering system for said file.

C. A copy of all proposed resolutions shall be filed with the County Clerk (added by amendment 9/16/82) during the regular working hours of that office, by the second (2nd) Monday of the month of the regularly scheduled meeting of the Board of Commissioners or fourteen (14) days prior to that month's meeting, whichever comes first. Excepted from this filing deadline is nominations for officers of the County elected by the Board of Commissions which proposed resolution may be filed at any time prior to the regularly scheduled meeting or may be made from the floor on the day of the regularly scheduled meeting. The Proposed Resolution may be mailed or delivered in Summary form.

D. No proposed resolution may be called up for passage or rejection unless the sponsoring member shall be present or unless the sponsor of said resolution shall have previously indicated to the Chairman his or her permission for the same to be brought up in his or her absence.

- E. An amendment to a resolution shall not delay its consideration for passage or rejection, but any motion to amend which would materially or substantially change the original resolution should be ruled out of order by the Chairman. The motion to amend a resolution may be stated orally, but the amendment must be legibly handwritten or typewritten on any kind of plain paper and handed to the Chair for reading prior to voting on the amendment.
- F. (Changed by Resolution 2007/07/02) Any "amendments" to an in-order resolution by way of an addendum or rider prior to introduction of said resolution on the floor must be submitted to the County Clerk and all commissioners given notice thereof at least 5 days prior to the scheduled meeting; otherwise, such an amendment, rider, etc., will be considered "out of order."
- G. Any resolution presented for consideration by the Governing Body shall be permitted to be retracted by the sponsoring member or their substitute until a vote has been called for on the resolution.
- H. Vote shall be taken by electronic means if possible. Roll call votes are also acceptable if electronic means do not permit.
- I. Upon final action being taken by the Governing Body on a proposed resolution, the Clerk shall record the result thereon; and shall also record the number of ayes and the number of noes, if a roll call vote was taken.

VII. COMMITTEES:

- A. Internal Committees of the commission that are appointed by the Chairman of the Local Governing Body by state statute requirements shall be as follows: Audit, Beer, Delinquent Tax/Resale of Land, Environmental and Ethics, which are to be confirmed via resolution. Other committees typically appointed by the commission chairman are Airport, Budget, Education, Industrial, Personnel, Public Buildings, Public Safety, Road, and Solid Waste. These do not require commission approval by resolution.

- B. Each committee shall consist of one member from each District in the county.
- C. Special, or "ad hoc," committees may be appointed from time to time by the County Mayor and can consist of any number of commissioners and/or members of the general public. These committees will serve based on need and will be dissolved once the need has been resolved.
- D. All committees shall be advisory in nature and shall not bind the Governing Body as a whole in any of their acts except as specifically provided by state law or resolution of the Governing Body. They shall have no power to prevent or delay the consideration of any motion or resolution by the Governing Body as a whole.
- E. Committees shall study any proposed resolution or other matter referred to them by the Chair or the Governing Body. The Chairman of each committee, or a member designated by him or her, shall have the duty to report to the governing body as a whole the committee's recommendation, and the reason therefore, on the acceptance or rejection of any matter or proposed resolution being considered by the Governing Body. ~~Any member of the committee may make a minority report.~~ Should the committee chairman, or his or her representative announce to the Governing Body that the committee has not had sufficient time to study the matter or proposed resolution under consideration, a vote on the proposed resolution shall not be delayed thereby, except by appropriate motion and passage thereof by a majority of the Governing Body.
- F. Committees shall elect among themselves by simple majority vote of the committee members a chairman, vice-chair, and secretary and any other officers desired. The Rules of Order of the Committees shall not conflict with the rules of the Governing Body.
- G. Committee meetings may be called for a reasonable time and place by the committee chairman. Meetings may also be called by three (3) other members, upon notifying the Chairman, and the other members of the committee. ~~At least three (3) days~~ Adequate public notice shall be given to the general public and all committee members prior to any meeting.

- H. A quorum of any committee shall consist of one more than half of the total committee members, and no business shall be conducted if a quorum is not present.
- I. Committee votes can be taken by voice vote or roll-call vote at the discretion of the chairman or substitute for the chairman who is conducting the meeting.
- J. Nothing herein shall require a committee to consider only those matters referred to it by the Governing Body or the Chairman, and it shall be the duty of each committee to investigate and acquaint itself with the areas of its responsibility and to bring before the Governing Body any matter which needs to be considered in the interest of the welfare of the citizens of this county.

VIII. SUSPENSION OR AMENDMENT

Any Rules of Order herein may be suspended or amended by the affirmative vote of two-thirds of the members present.

IX. MEETING NOTICES AND AGENDAS

Proper notice shall be given for each meeting of the Governing Board and its committees as follows:

- A. Notice of Regular and Special Called Meetings. The County Clerk's office shall give adequate public notice of Governing Body meetings and the agenda for said meeting. Per State of Tennessee TCA 8-44-1, the notice and agenda will be accessible to the public at least 48 hours prior to the meeting by posting it on the County Court Clerk's website at www.hawkinscountyclerk.com and the county's website at www.hawkinscountyttn.gov. The Governing Body may consider matters not on the posted agenda provided the bylaws are followed.
- B. Notice of Committee Meetings. For an internal committee meeting of a Governing Board Committee, the mayor's office shall give adequate public notice of such meeting.
- C. All meetings of the governing body are subject to open meetings requirements and shall reserve a time for public comment so that the public may speak on matters germane to items on the agenda.
 - a. Citizens wanting to speak will be required to list their name, address, email address, and topic or issue they want to speak about on a provided sign in sheet until the start of the meeting. At the start of a meeting, the list will be given to the chairman and speakers will be taken in order of how they signed the sheet. At the chairman's discretion, citizens who have not signed in may or may not be allowed to speak.

- b. If several citizens appear to speak on the same topic or issue, the chairman will have the authority to ask the group to appoint from one to three citizens to speak on the issue.
- c. Public comments will be limited to three (3) minutes per speaker, and any remaining time left will not be added to another speaker's allotted time.

X. MEETING DISRUPTIONS

A. Any person that prevents or disrupts any meeting by handclapping, stamping of feet, whistling, using profane language, shouting or other similar demonstrations which may disturb the peace will be asked to leave the meeting, and if they refuse will be escorted from the meeting by law officers.

A violation of this section is a Class A misdemeanor (TCA 39-17-306), punishable by up to eleven (11) months and twenty-nine (29) days of imprisonment and/or a fine not to exceed two thousand five hundred dollars (\$2500.00).

B. At no time is anyone other than legislative body members, County Court Clerk staff, and law enforcement allowed past the rail at the front of the audience section at the commission meeting room unless specifically asked by those listed above.

XI. ADOPTION OF RULES OF ORDER

Any rule of order or procedure previously adopted by the Governing Body, which is in conflict with, or preempted by, these rules, is hereby repealed.

RESOLUTION NO. 2023/11/108

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th DAY OF NOVEMBER 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, November 27, 2023, go on record as passing this resolution.

Introduced by Esq. Nancy Barker Estimated Cost: _____
Vice-Chairman Budget Committee

Seconded by Esq. _____ Paid From _____ Fund

ACTION: Aye Nay Abstain

Date Submitted 11-13-23

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: 4
 DATE: November 27, 2023

ORIGINAL BUDGET AMOUNT	67,815,346.00
PREVIOUS AMENDMENTS	964,983.31
TOTAL	68,780,329.31
REQUESTED AMENDMENT	109,104.71
TOTAL	68,889,434.02

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To budget the State Special Education Preschool Grant.					
		71200 SPECIAL EDUCATION PROGRAM				
	71200-163-SSEPG	Educational Assistants	-	31,712.00		31,712.00
	71200-201-SSEPG	Social Security	-	1,966.14		1,966.14
	71200-204-SSEPG	Pensions	-	2,536.96		2,536.96
	71200-206-SSEPG	Life Insurance	-	259.20		259.20
	71200-207-SSEPG	Medical Insurance	-	11,212.20		11,212.20
	71200-212-SSEPG	Employer Medicare	-	459.82		459.82
	71200-429-SSEPG	Instructional Supplies and Materials	-	8,313.70		8,313.70
	71200-499-SSEPG	Other Supplies and Materials	-	10,000.00		10,000.00
	71200-725-SSEPG	Special Education Equipment	-	25,000.00		25,000.00
				91,460.02		
	46515-SSEPG	Early Childhood Education	-	91,460.02		91,460.02
2	To reallocate funds to cover the cost of the leadership council project expenditures for BGS, CHS, CHMS, Clinch, RMS, SMS, and VHS.					
		72120 HEALTH SERVICES				
	72120-499-CSH	Other Supplies and Materials	2,000.00	1,400.00		3,400.00
	72120-599-CSH	Other Charges	12,812.00		1,400.00	11,412.00
3	To budget insurance recovery for scoreboards and a sprinkler system controller at RMS.					
		72620 MAINTENANCE OF PLANT				
	72620-499	Other Supplies and Materials	260,000.00	150.00		260,150.00
	72620-717	Other Contracted Services	127,000.00	17,327.69		144,327.69
				17,477.69		
	49700	Insurance Recovery		17,477.69		
4	To budget restitution for damage of a urinal.					
		72620 MAINTENANCE OF PLANT				
	72620-499	Other Supplies and Materials	260,150.00	167.00		260,317.00
	44560	Damages Recovered from Individuals		167.00	-	
		TOTAL EXPENDITURES		110,504.71	1,400.00	
		TOTAL REVENUES		109,104.71	-	

