

**RESOLUTION**

No. 2024, 04, 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22<sup>nd</sup> day of April 2024.

**RESOLUTION IN REF: APPOINTMENT OF EQUALIZATION BOARD FOR HAWKINS COUNTY FOR THE 2024-2025 TERM.**

**WHEREAS** the Equalization Board is appointed by the county legislative body on every even calendar year as per TCA 67-1-401; and

**WHEREAS** the board consists of five members that are taxpayers and are from different areas of the county with the largest city in the county appointing one member. The term, is two years; and

**WHEREAS** the following are the current committee who desire to be re-appointed to the EQUALIZATION Board for a two-year term ending June 2025:

William "Bill" Cordell  
PO Box 207  
Church Hill, TN 37642

Jim Wells  
272 Shephards Chapel Road  
Rogersville, TN 37857

Wayne E Price Jr.  
211 Choptack Road  
Rogersville, TN 37857

Paul Tommy Morrison  
477 South Central Ave  
Church Hill, TN 37642

Gloria Silvers  
322 Easy Street  
Bulls Gap, TN 37711

**THEREFORE, BE IT RESOLVED** that the people listed below be appointed as the Equalization Board for Hawkins County for the term of 2024-2025.

1. William "Bill" Cordell
2. Paul Tommy Morrison
3. Jim Wells
4. Gloria Silvers
5. Wayne E. Price Jr.

Introduced By: JOSH GILLIAM

ACTION:      AYE      NAY      PASSED

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

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

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

Date Submitted: 3-27-24

Absent      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

*Nancy M. Lewis*  
County Clerk

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

Chairman: MARK DEWITTE

**RESOLUTION**

No. 2024 / 04 / 102

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22nd day of April, 2024.

**RESOLUTION IN REF: APPOINTMENT OF CHARLES JOHNSON TO THE HAWKINS COUNTY INDUSTRIAL BOARD**

WHEREAS, one (1) seat on the Hawkins County Industrial Board has become vacant due to the resignation of Amy Skelton due to her appointment of Juvenile Judge, whose term expires June 30, 2026.

WHEREAS, at the March 28, 2024, Hawkins County Industrial Board meeting, the Board voted to recommend the following appointment to the Hawkins County Industrial Board. The nominee was voted on and received the majority vote from the Hawkins County Industrial Board, to recommend Charles Johnson to the Hawkins County Commission for approval.

**Appointment (filling term) of Amy Skelton**

**Charles Johnson for the term ending June 30, 2026**

**THEREFORE, BE IT RESOVED THAT:** Charles Johnson be appointed to the Hawkins County Industrial Board to complete the term of Amy Skelton ending June 30, 2026

Introduced By Esq. Nancy Barker

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

Date Submitted 04-02-2024

Nancy L. Coe  
County Clerk

ACTION: AYE NAY PASS

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

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

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



107 East Main Street, Suite 221  
 Rogersville, TN 37857  
 Phone: 423/272-7668  
 Fax: 423/272-0200  
 Email: [hcidbtn@gmail.com](mailto:hcidbtn@gmail.com)

**Hawkins County Industrial Development Board**  
**Minutes**  
 March 28, 2024

<b>Members Present:</b>		
<input checked="" type="checkbox"/> Larry Elkins, Chairman	<input checked="" type="checkbox"/> Phil Barrett	<input checked="" type="checkbox"/> Bill Lyons
<input checked="" type="checkbox"/> Patrick Lund, Vice Chairman	<input checked="" type="checkbox"/> Glenn Hutchins	<input type="checkbox"/> Otis Munsey
<input checked="" type="checkbox"/> Kerry Jackson, Sec/Treasurer	<input checked="" type="checkbox"/> Robbie Helton	<input checked="" type="checkbox"/> Jeremy Jones
<input type="checkbox"/> Orville Armstrong	<input type="checkbox"/> Paul Key	<input type="checkbox"/> VACANT
<input checked="" type="checkbox"/> Susan Armstrong	<input checked="" type="checkbox"/> James Sandlin	
<b>Hawkins County Industrial Board Staff:</b> <input checked="" type="checkbox"/> Rebecca Baker		
Media: <input checked="" type="checkbox"/> Jeff Bobo, Rogersville Review <input type="checkbox"/> Wade Littleton, Citizens Tribune <input type="checkbox"/> Tessa Worley, Kingsport Times News		
<b>Guests:</b>		
<input checked="" type="checkbox"/> Nancy Barker, Chamber of Commerce Director	<input checked="" type="checkbox"/> Mark DeWitte, Hawkins County Mayor	<input checked="" type="checkbox"/> Allison Woodward, State of TN
<input checked="" type="checkbox"/> Jason Snapp, Mattern & Craig	<input checked="" type="checkbox"/> Seth Rhoton, Hawkins County Board of Education	<input checked="" type="checkbox"/> Ronnie Lawson, Hawkins County Sheriff
<input checked="" type="checkbox"/> Brandon Williams, Hawkins County Board of Education	<input checked="" type="checkbox"/> Clay Walker, Networks	

**1) Call to Order**

The meeting was called to order shortly after noon at the Hawkins County Gas Utility Meeting Room located on 202 Park Blvd in Rogersville, Tennessee by Chairman Larry Elkins. Guests were introduced.

**2) Approval of Minutes**

Phil Barrett made a motion, second by Bill Lyons, to accept for our records the February 22, 2024 minutes as mailed. Motion carried.

**3) Treasurer's Report**

Bill Lyons made a motion, second by Jeremy Jones, to accept for our records the March 28, 2024 financial report as presented by Rebecca Baker. Motion carried.

**4) Committee Reports**

✧ **Tractor** – Jimmy Sandlin and Phil Barrett reported that they met with Joel Lloyd to discuss the tractor needs for Phipps Bend Industrial Park. Mr. Sandlin reported it would cost in the \$45,000 range in order to replace the AGCO tractor. Mr. Barrett reported that there is a need for a larger horse power tractor. Mr. Sandlin and Mr. Barrett stated they would get other quotes for other tractors. They will report at our next scheduled meeting.

During discussion, they also reported the Great Dane that is located in the maintenance building needs to be surplused. Rebecca Baker will check on getting the Great Dane surplused. Mr.



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## Hawkins County Industrial Development Board Minutes

March 28, 2024

Sandlin also reported, there may be a way that a pick-up truck could be donated by Holston Electric Cooperative.

### 5) Old Business

✧ **Tenaska** – Chairman Larry Elkins reported the board approved the contract for Tenaska at last month's meeting. Attorney Joel Conkin is reviewing the contract.

✧ **Phipps Bend Grounds Maintenance** – Jeremy Jones reported on the grounds maintenance issues. He is awaiting an estimate to replace the tile that is eroding away on the emergency exit road. Mr. Jones also reported there is a plan in place to divert the rain water from the maintenance building to keep it from flooding. Patrick Lund will be assisting in this process

### 6) New Business

✧ **Vulcan Thermal Announcement** – Chairman Larry Elkins reported Vulcan Thermal made their announcement March 20, 2024. Chairman Elkins reported that we are awaiting on the building plans for final approval from the Phipps Bend Joint Venture.

✧ **TCAT Update** – Vice Chairman Patrick Lund reported he spoke with Charles Johnson about the progress of the TCAT expansion/update. Mr. Lund reported the architectural drawing are being done for the truck driving school building and they may use it as a Pilot Program for other schools.

✧ **Board of Education Update** – Brandon Williams reported they are seeking bids for the Clinch, Cherokee, and Volunteer expansions. Seth Rhoton reported the CTE program is doing great. Mr. Rhoton reported he spoke at the Hawkins County Professionals Association and have received some interest in the program with industries.

✧ **State of Tennessee Update** – Allison Woodward, State of Tennessee ECD, reported she, Lynn Tully, and Rebecca Baker have made several industry visits this past month including Miyake, Techni Glass, Fibrix Filtration (formerly HDK), STA, and Cooper Standard. Ms. Woodward also reported Project Rocks is still doing great.

✧ **Networks Update** – Clay Walker, Networks, reported that he and Michael Parker had a call this morning with Project Rocks. Mr. Walker reported they are moving forward with the engineering and design.

✧ **Project Elixer** – Chairman Larry Elkins reported the contract has been signed with Project Elixer and we are now awaiting the \$10,000 non-refundable deposit.



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## Hawkins County Industrial Development Board Minutes

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✧ **Project Follower** – Chairman Larry Elkins reported we had a meeting with Project Follower this past week to discuss their future plans.

✧ **Phipps Bend Fire Protection** – Chairman Larry Elkins reported a meeting was held with the Church Hill Fire Chief and several others. Church Hill Fire Department is requesting an additional \$30,000 a year for a total of \$50,000 for fire protection for Phipps Bend Industrial Park. They are requesting the increase due to increase in fire calls.

✧ **Board Member Vacancy** - Chairman Larry Elkins reported we received three resumes for the vacancy on the HCIDB. The resumes were Charles Johnson, Chuck Smith and John Metz and were distributed to all board members for review. The board members were given ballots and asked to vote for no more than one. The winning nomination was Charles Johnson. Patrick Lund made a motion, second by Jeremy Jones for Charles Johnson to complete Amy Skelton's term ending on June 30, 2026. All nominations cease. Motion carried.

Respectfully submitted,

Kerry Jackson  
Secretary-Treasurer

Approved by the Board of Directors  
On April 25, 2024

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Larry Elkins  
Chairman

**RESOLUTION**

No. 2024 / 04 / 03

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22nd day of April, 2024.

**RESOLUTION IN REF: ESTABLISHING AN ADDITIONAL DEPUTY CLERK POSITION IN THE HAWKINS COUNTY CLERK'S OFFICE**

WHEREAS, on July 1, 2022, the State of Tennessee enacted Public Chapter No. 1003 amending TCA Section 55-6-104(a)(3); and

WHEREAS, this law states for receiving and forwarding to the division each application for certificates of title... (the County Clerk receives) the sum of eight dollars and fifty cents (\$8.50)... three dollars (\$3.00) of the fee must be earmarked for the provision of services directly related to titling and registration and must not revert to the county general fund at the end of a budget year if unexpended, and

WHEREAS, the Hawkins County Clerk has set a designated fund for this revenue, which has grown to an amount suitable for covering the expense of hiring an additional clerk, except for the expense of benefits, to assist the current staff at both Rogersville and Church Hill locations, and

WHEREAS, the Personnel Committee at its meeting on March 7, 2024, voted 5-1 to recommend adding this position and sending it on to the Budget Committee (see attached minutes).

THEREFORE, BE IT RESOLVED, that a new position be established in the County Clerk's office at a Pay Grade 7, the salary of which is to be funded from the reserve account of the County Clerk's office with benefits being paid by the county.

Introduced By Esq. Nancy Barker

ACTION: AYE NAY PASS

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

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

Date Submitted 04-08-2024

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

Nancy Allouis  
County Clerk

Absent \_\_\_\_\_

**COMMITTEE ACTION**

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

\_\_\_\_\_

Chairman \_\_\_\_\_

\_\_\_\_\_

Mayor \_\_\_\_\_

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

# MINUTES

## HAWKINS COUNTY

### PERSONNEL COMMITTEE

March 7, 2024

3:30

Administration Building

**MEMBERS PRESENT:** Nancy Barker, Jeff Barrett, Charlie Thacker, Robbie Palmer, Josh Gilliam, Glenda Davis

**MEMBERS ABSENT:** Syble Trent

**OTHERS PRESENT:** Mark DeWitte, Mayor; Sarah Davis, and Eric Buchanan, Hawkins County Mayor Staff; Judy Kirkpatrick, Register of Deeds; Nancy Davis, County Clerk; Sue Mallory, Seniors Center; Jeff Bobo, The Rogersville Review

#### **CALL TO ORDER:**

Mayor DeWitte called the meeting to order at 3:30 pm. After roll call it was noted that six (6) members were present constituting a quorum. Commissioner Gilliam entered the meeting at 3:33 p.m.

#### **ORGANIZATION OF COMMITTEE:**

Commissioner Thacker **NOMINATED** Commissioner Barker for Chairman, and Commissioner Davis seconded. Commissioner Plamer made a **MOTION** to cease nomination, and Commissioner Thacker seconded. The motion passed unanimously.

Commissioner Barret **NOMINATED** Commissioner Thacker for Vice-Chairman. Commissioner Palmer seconded. The motion passed unanimously.

Commissioner Thacker **NOMINATED** Commissioner Davis for Secretary. Commissioner Barrett seconded. The motion passed unanimously.

#### **APPROVAL OF MINUTES:**

Commissioner Thacker made a **MOTION** to approve the minutes from October 26, 2023. Commissioner Gilliam seconded. The motion passed unanimously.

#### **ORDER OF BUSINESS:**

##### **A) SUE MALLORY SENIOR CITIZENS DIRECTOR:**

Sue Mallory addressed the Committee concerning the requirements on the job application for the Senior Citizens Center. The center is seeking a van driver, and the policy states that you have to possess a high school diploma or a GED. The applicant doesn't have a diploma or a GED, but currently has a F endorsement on her driver's license,

and ten (10) years of school. After further discussion, Commissioner Gilliam made a **MOTION** to remove the qualifications of a GED or high school diploma requirement from the Senior Citizens van driver job qualifications. Commissioner Davis made a second. The motion passed by a roll call vote as follows:

YES	NO	ABSTAIN	ABSENT
Nancy Barker			Syble Trent
Robbie Palmer			
Charles Thacker			
Josh Gilliam			
Glenda Davis			
Jeff Barrett			

**B) JUDY KIRKPATRICK REGISTER OF DEEDS:**

Judy Kirkpatrick, spoke before the Committee requesting a pay grade advancement for a current employee that has worked for her office for fifteen (15) years. Kirkpatrick stated she needs to have a Chief Deputy, and Lagonda currently does the behind the scene stuff and everything falls into her lap if Kirkpatrick is out. She is requesting to advance Lagonda to Chief Deputy from a Pay Grade 7 to a Pay Grade 8. The increase would be five thousand nine hundred sixty-two dollars and fifty-five cents (\$5,962.00) plus benefits and TCRS. Kirkpatrick stated she has part-time funds available to cover the cost of the advancement in her budget. Commissioner Thacker made a **MOTION** to approve the employee advancement from a Pay Grade 7 to Pay Grade 8. Commissioner Davis seconded. Commissioner Palmer made a **MOTION** to amend the motion to reflect a start date of July 1 2023, and Commissioner Gilliam seconded. The motion, as amended, passed by a roll call vote as follows:

YES	NO	ABSTAIN	ABSENT
Robbie Palmer			Syble Trent
Glenda Davis			
Nancy Barker			
Charles Thacker			
Jeff Barrett			
Josh Gilliam			

Commissioner Thacker made a **MOTION** to approve the Deputy Register position from Pay Grade 7 to Pay Grade 8 as amended, and Commissioner Davis seconded. The motion passed by a roll call vote as follows:

YES	NO	ABSTAIN	ABSENT
Robbie Palmer			Syble Trent
Glenda Davis			
Nancy Barker			
Charles Thacker			
Jeff Barrett			
Josh Gilliam			



**C) NANCY DAVIS COUNTY CLERK:**

Nancy Davis spoke before the Committee requesting an additional employee. Davis stated in July 2023, the Governor signed public chapter #1003 into law, and it reads “for receiving and forwarding to the division each application for certificates of title, including all acknowledgments of signatures thereunder, the sum of eight dollars and fifty cents (\$8.50); provided, that three dollars (\$3.00) of the fee must be earmarked for the provision of services directly related to titling and registration and must not revert to the county general fund at the end of a budget year if unexpended.” Davis stated since they have started the reserve account in July 2023 until December 2023, they have completed thirty-two thousand four hundred seven (32,407) transactions. Forty-two (42%) percent was completed in the Church Hill office, and fifty-seven-point nine (57.9%) percent was completed in the Rogersville office. Davis is confident that this employee could be paid from the reserve, if the County could pay the benefits. After further discussion, Commissioner Palmer made a **MOTION** to approve the new position in the County Clerks office at a Pay Grade 7, and send to the Budget Committee for funding. Commissioner Davis seconded. The motion passed by a roll call vote as follows:

<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Robbie Palmer Glenda Davis Nancy Barker Charles Thacker Jeff Barrett	Josh Gilliam		Syble Trent

**D) ERIC BUCHANAN DIRECTOR OF FINANCE AND ACCOUTNING:**

Eric Buchanan spoke before the Committee explaining the breakdown of the Accounting and Budgeting Department. Buchanan stated with the ARPA, all of the grant money, and everything else the office handles, we are understaffed. Buchanan is requesting a Deputy Finance position at a pay grade 10, 11 or 12 with a bachelors or associates degree. Pay Grade 10 starts out at \$44,254.00, Pay Grade 11 starts at \$48,664.00, and Pay Grade 12 starts at \$53,509.00. After further discussion, Commissioner Gilliam made a **MOTION** to approve the new position for Accounting and Budgeting to the Budget Committee for funding. Commissioner Thacker seconded. The motion passed by a roll call vote as follows:

<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Nancy Barker Josh Gilliam Robbie Palmer Glenda Davis Jeff Barrett			Syble Trent

**ADJOURN:**

There being further discussion by the Committee, Commissioner Palmer made a **MOTION** to adjourn. Commissioner Gilliam seconded. The meeting adjourned at 4:34 p.m.

Minutes Prepared by:

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Stephanie Testerman

These minutes recorded by electronic means

**MINUTES**  
**HAWKINS COUNTY**  
**BUDGET COMMITTEE**

March 18, 2024  
3:30 p.m.  
Administration Building Meeting Room

**MEMBERS PRESENT:** Danny Alvis, John Gibson, Josh Gilliam, Tom Kern, Robert Palmer, Jason Roach.

**MEMBERS ABSENT:** Nancy Barker

**OTHERS PRESENT:** Mark DeWitte, County Mayor; Sarah Davis, County Mayor's Staff; Ronnie Lawson, Sheriff; Nancy Davis, County Clerk; Melissa Farmer, HCBOE; Jeff Bobo, The Rogersville Review;

**CALL TO ORDER:**

Chairman Roach called the meeting to order at 3:30 p.m. After roll call, it was noted that five (5) members were present, representing an appropriate number for a quorum. John Gibson entered the meeting at 3:32 p.m.

**APPROVAL OF AGENDA:**

Commissioner Gilliam made a **MOTION** to approve the agenda and the motion was seconded by Commissioner Palmer. The motion passed unanimously.

**APPROVAL OF MINUTES:**

Commissioner Alvis made a **MOTION** to approve the minutes from February 20, 2024 and Commissioner Gilliam seconded. The motion passed unanimously.

**RESOLUTIONS:**

- **2024/03/02: APPROVAL TO ACCEPT LEASE AGREEMENTS TO MIKE HATHAWAY, JEFFERY CATTRELL AND MIKE CASWELL FOR HANGARS THE HAWKINS COUNTY AIRPORT:**

Commissioner Gibson made a **MOTION** to recommend Resolution 2024/03/02 to the full County Commission for approval, and Commissioner Palmer seconded. After a brief discussion concerning the error on the resolution, Commissioner Gilliam made a **MOTION** to amend Resolution 2024/03/02 to replace the word monthly to yearly in paragraph three and the next paragraph. Commissioner Gibson seconded. The motion to amend Resolution 2024/03/02 passed by a roll call vote as follows:

<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
John Gibson Jason Roach Tom Kern Joshua Gilliam Robbie Palmer Danny Alvis		Nancy Barker	

Commissioner Gibson made a **MOTION** to send Resolution 2024/03/02 to the full County Commission as amended for approval. Commissioner Palmer seconded. The motion passed by a roll call vote as follows:

**YES**  
John Gibson  
Jason Roach  
Tom Kern  
Joshua Gilliam  
Robbie Palmer

**NO**  
Danny Alvis

**ABSENT**  
Nancy Barker

**ABSTAIN**

• **2024/03/03: AMENDMENT OF JUNE 30, 2023 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2023-24 FY BUDGETS:**

Commissioner Gilliam made a **MOTION** to recommend Resolution 2024/03/03 to the full County Commission for approval, and Commissioner Palmer seconded. The motion passed by a roll call vote as follows:

**YES**  
John Gibson  
Nancy Barker  
Jason Roach  
Tom Kern  
Joshua Gilliam  
Robbie Palmer

**NO**

**ABSENT**

**ABSTAIN**

• **2024/03/04: AMENDMENT OF JUNE 30, 2023 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2023-24FY BUDGETS:**

Commissioner Gilliam made a **MOTION** to recommend Resolution 2024/03/04 to the full County Commission for approval, and Commissioner Palmer seconded. The motion passed by a roll call vote as follows:

**YES**  
Danny Alvis  
John Gibson  
Jason Roach  
Tom Kern  
Joshua Gilliam  
Robbie Palmer

**NO**

**ABSENT**  
Nancy Barker

**ABSTAIN**

• **2024/03/05: BUDGET AMENDMENT- GENERAL FUND:**

Commissioner Gibson made a **MOTION** to recommend Resolution 2024/03/05 to the full County Commission for approval, and Commissioner Gilliam seconded. The motion passed by a roll call vote as follows:

**YES**  
Danny Alvis  
John Gibson  
Jason Roach  
Tom Kern  
Joshua Gilliam  
Robbie Palmer

**NO**

**ABSENT**  
Nancy Barker

**ABSTAIN**

Account Number	Description				
	<b>COUNTY BUILDINGS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51800-336	Maint. & Repair Services-Equipment	47,000.00	20,000.00		67,000.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
51800-711	Furniture and Fixtures	2,000.00		(1,000.00)	1,000.00
51800-790	Other Equipment	8,000.00		(4,000.00)	4,000.00
51800-799	Other Capital Outlay	15,000.00		(15,000.00)	0.00
	<b>Sub-total Expenditures</b>	<b>\$ 72,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ (20,000.00)</b>	<b>\$ 72,000.00</b>
The above increase in Maint. & Repair Services-Equipment is to repair the cooling towers and building system loop in the Courthouse Annex. Funding will come from a transfer within the County Building's budget. No new money.					
	<b>AIRPORT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
58220-335	Maint. & Repair Services-Buildings	300.00	2,000.00		2,300.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
58220-336	Maint. & Repair Services- Equipment	8,000.00		(2,000.00)	6,000.00
	<b>Sub-total Expenditures</b>	<b>\$ 8,300.00</b>	<b>\$ 2,000.00</b>	<b>\$ (2,000.00)</b>	<b>\$ 8,300.00</b>
The above increase in Maint. & Repair Services Buildings is needed to repair a leaking roof. The funding will come from a transfer within the Airport budget. No new money.					
	<b>INDUSTRIAL DEVELOPMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
58120-409	Crushed Stone	5,000.00	700.00		5,700.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
58120-321	Engineering Services	10,000.00		(700.00)	9,300.00
	<b>Sub-total Expenditures</b>	<b>\$ 15,000.00</b>	<b>\$ 700.00</b>	<b>\$ (700.00)</b>	<b>\$ 15,000.00</b>
The above increase in Crushed Stone is needed to cover the cost of a portion of the emergency exit road that was washed out in Phipps Bend Industrial Park. The funding will come from a transfer within the Industrial Development budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 95,300.00</b>	<b>\$ 22,700.00</b>	<b>\$ (22,700.00)</b>	<b>\$ 95,300.00</b>

Account Number	Description				
	<b>SOIL CONSERVATION</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
57500-307	Communication	0.00	300.00		300.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
57500-169	Part-Time Personnel	18,688.00		(300.00)	18,388.00
	<b>Sub-total Expenditures</b>	<b>\$ 18,688.00</b>	<b>300.00</b>	<b>(300.00)</b>	<b>18,688.00</b>
The above increase in Communication is for WIFI for the district computer. The funding will come from a transfer within the Soil Conservation budget. No new money.					
	<b>REGISTER OF DEEDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
51600-106	Deputy(ies)	140,616.00	5,962.00		146,578.00
51600-201	Social Security	19,252.00	456.00		19,708.00
51600-204	State Retirement	16,987.00	418.00		17,405.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
51600-169	Part-Time Personnel	9,000.00		(6,836.00)	2,164.00
	<b>Sub-total Expenditures</b>	<b>\$ 185,855.00</b>	<b>6,836.00</b>	<b>(6,836.00)</b>	<b>185,855.00</b>
The above increase in Deputy(ies) is needed to move an employee from salary grade 7 to salary grade 8 as per the 3/7/2024 Personnel Committee meeting. The funding will come from a transfer within the Register of Deeds budget. No new money.					
	<b>GENERAL SESSIONS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
53300-102	Judge(s)	193,194.00	1,857.00		195,051.00
53300-204	State Retirement	19,118.00	130.00		19,248.00
	<b>Decrease Expenditure/Fund Balance</b>			<b>Decrease</b>	
39000	Undesignated Fund Balance	10,066,272.00		(1,987.00)	10,064,285.00
	<b>Sub-total Expenditures/Fund Balance</b>	<b>\$ 10,278,584.00</b>	<b>1,987.00</b>	<b>(1,987.00)</b>	<b>10,278,584.00</b>
The above increases are needed to correct the AOC's COLA correction for the 23-24FY. Funding will come from fund balance.					
	<b>JUVENILE COURT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
53500-102	Judge(s)	193,194.00	99,059.00		292,253.00
53500-201	Social Security	18,632.00	7,579.00		26,211.00
53500-204	State Retirement	18,407.00	6,835.00		25,342.00
	<b>Decrease Expenditure/Fund Balance</b>			<b>Decrease</b>	
39000	Undesignated Fund Balance	10,064,285.00		(113,573.00)	9,950,712.00
	<b>Sub-total Expenditures/Fund Balance</b>	<b>\$ 10,294,518.00</b>	<b>113,573.00</b>	<b>(113,573.00)</b>	<b>10,294,518.00</b>
The above increases are needed to correct the AOC's COLA correction for the 23-24FY as well as paying for additional judges until the position was filled and the elected judge resigned. The funding will come from fund balance.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 20,777,645.00</b>	<b>\$ 122,696.00</b>	<b>\$ (122,696.00)</b>	<b>\$ 20,777,645.00</b>











• 2024/03/09: BUDGET AMENDMENT – GENERAL PURPOSE SCHOOL FUND BUDGET:

Commissioner Gibson made a MOTION to recommend Resolution 2024/03/09 to the full County Commission for approval, and Commissioner Gilliam seconded. The motion passed by a roll call vote as follows:

**YES**  
 Josh Gilliam  
 Robbie Palmer  
 Tom Kern  
 John Gibson  
 Danny Alvis

**NO**

**ABSENT**  
 Nancy Barker

**ABSTAIN**  
 Jason Roach

FUND: 141 GENERAL PURPOSE SCHOOL FUND  
 AMENDMENT NUMBER: 6  
 DATE: March 25, 2024

ORIGINAL BUDGET AMOUNT	67,815,346.00
PREVIOUS AMENDMENTS	1,626,551.77
TOTAL	69,441,897.77
REQUESTED AMENDMENT	507,892.00
TOTAL	69,949,789.77

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1	To budget donation grants from AFCEA Educational Foundation and Palmer Center Foundation.					
		<b>71100 REGULAR INSTRUCTION PROGRAM, 76100 REGULAR CAPITAL OUTLAY</b>				
	71100-429-DONGR	Instructional Supplies and Materials	-	3,000.00		3,000.00
	76100-707-DONGR	Building Improvements	-	2,000.00		2,000.00
				<b>5,000.00</b>		
	44570-DONGR	Contributions and Gifts	8,900.00	<b>5,000.00</b>		13,900.00
2	To correct the reserve for the Mini Grants for 2023-2024 FY.					
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
	71100-429-MHNGR	Instructional Supplies and Materials	1,574.00	713.00		2,287.00
	71100-722-MHNGR	Instructional Equipment	-	2,287.00		2,287.00
				<b>3,000.00</b>		
	39000	Unassigned Fund Balance			<b>3,000.00</b>	
3	To budget a donation grant from TVA.					
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
	71100-429-TVAGR	Instructional Supplies and Materials	-	2,971.24		2,971.24
	71100-722-TVAGR	Instructional Equipment	-	14,028.76		14,028.76
				<b>17,000.00</b>		
	44570-TVAGR	Contributions and Gifts	-	<b>17,000.00</b>		17,000.00
4	To budget a donation grant from Utrust.					
		<b>71100 REGULAR INSTRUCTION PROGRAM, 72120 HEALTH SERVICES, 72210 REGULAR INSTRUCTION PROGRAM, 72310 BOARD OF EDUCATION, 72520 HUMAN SERVICES/PERSONNEL, 76100 REGULAR CAPITAL OUTLAY</b>				
	71100-429-MHNGR	Instructional Supplies and Materials	-	7,000.00		7,000.00
	71100-722-MHNGR	Instructional Equipment	-	7,000.00		7,000.00
	72120-499-UTRUS	Other Supplies and Materials	-	1,200.00		1,200.00
	72210-399-GYO	Other Contracted Services	-	20,000.00		20,000.00
	72210-790-UTRUS	Other Equipment	-	6,000.00		6,000.00
	72310-599-UTRUS	Other Charges	-	500.00		500.00
	72520-599-UTRUS	Other Charges	-	4,700.00		4,700.00
	76100-707	Building Improvements	-	11,200.00		11,200.00
				<b>57,600.00</b>		
	44570-UTRUS	Contributions and Gifts	-	<b>57,600.00</b>		57,600.00
5	To budget a donation grant from First Tennessee Development District					
		<b>72210 REGULAR INSTRUCTION PROGRAM</b>				
	72210-399-GYO	Other Contracted Services	-	1,500.00		1,500.00
	72210-524-GYO	Inservice/Staff Development	-	1,000.00		1,000.00
				<b>2,500.00</b>		
	44570-GYO	Contributions and Gifts	-	<b>2,500.00</b>		2,500.00
6	To budget a donation grant from the Arby's Foundation.					
		<b>72130 OTHER STUDENT SUPPORT</b>				
	72130-599-CAFCH	Other Charges	-	16,892.00		16,892.00
	44570-CAFCH	Contributions and Gifts	-	<b>16,892.00</b>		16,892.00
7	To make amendments to the SAFE grant funds.					
		<b>72210 REGULAR INSTRUCTION PROGRAM, 72620 MAINTENANCE OF PLANT</b>				
	72210-399	Other Contracted Services	10,000.00	10,000.00		20,000.00
	72620-399	Other Contracted Services	520.08	56,619.08		57,139.16
				<b>66,619.08</b>		
	72620-790	Other Equipment	147,524.92		<b>66,619.08</b>	80,905.84

B	To budget donations received for Family Resource Center				
		<b>73300 COMMUNITY SERVICES</b>			
	73300-499-FRC-DON	Other Supplies and Materials	11,094.75	900.00	11,994.75
	44570-FRC-DON	Contributions and Gifts	2,632.75	900.00	3,532.75
9	To budget the FY23 COPS School Violence Prevention Program grant with a 25% match.				
		<b>72620 MAINTENANCE OF PLANT</b>			
	72620-399-COPS2	Other Contracted Services	-	405,000.00	405,000.00
	44570-COPS2	Contributions and Gifts	-	303,750.00	303,750.00
	39000	Unassigned Fund Balance		101,250.00	
		<b>TOTAL EXPENDITURES</b>		<b>574,511.00</b>	<b>170,869.00</b>
		<b>TOTAL REVENUES</b>		<b>403,642.00</b>	

• **2024/03/10: BUDGET AMENDMENT – SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT:**

Commissioner Gibson made a **MOTION** to recommend Resolution 2024/03/10 to the full County Commission for approval, and Commissioner Gilliam seconded. The motion passed by a roll call vote as follows:

<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
John Gibson Tom Kern Robbie Palmer Joshua Gilliam Danny Alvis		Nancy Barker	Jason Roach

**FUND: 144 SCHOOL TRANSPORTATION FUND**  
**AMENDMENT NUMBER: 4**  
**DATE: March 25, 2024**

<b>ORIGINAL BUDGET AMOUNT</b>	4,536,117.00
<b>PREVIOUS AMENDMENTS</b>	36,554.74
<b>TOTAL</b>	4,572,671.74
<b>REQUESTED AMENDMENT</b>	15,728.69
<b>TOTAL</b>	4,588,400.43

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1		To budget insurance recovery funds for Bus #18 and Bus #43.				
		<b>72710 TRANSPORTATION</b>				
	72710-338	Maintenance & Repair Services-Vehicles	66,554.74	15,728.69		82,283.43
	49700	Insurance Recovery		15,728.69		
2		To make appropriations for the purchase of a laptop for the assistant supervisor.				
		<b>72710 TRANSPORTATION</b>				
	72710-313	Contracts with Parents	1,500.00		1,100.00	400.00
	72710-701	Administrative Equipment	-	1,100.00		1,100.00
		<b>TOTAL EXPENDITURES</b>		<b>16,828.69</b>	<b>1,100.00</b>	
		<b>TOTAL REVENUES</b>		<b>15,728.69</b>		



RESOLUTION

No. 2024, 04, 04

To the Honorable Chairman, Mark DeWitte and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22nd day of April 2024.

**RESOLUTION IN REF: APPROVAL TO SURPLUS TWO (2) SOLID WASTE ROLL-OFF TRASH TRUCKS AND ACCEPT AN AGREEMENT WITH JM WOOD AUCTION COMPANY TO AUCTION SAID TRUCKS WITH PROCEEDS USED TO PURCHASE TWO (2) NEW ROLL-OFF TRUCKS**

WHEREAS, the Solid Waste Committee recommends to the Hawkins County Board of Commissioners that (2) two solid waste roll-off trash trucks be declared surplus property. Description and quantity are as follows:

<u>QUANTITY</u>	<u>MAKE</u>	<u>VIN#</u>
1	2022 Mack 1M2	1M2GR3GC5NM026563
1	2022 Mack 1M2	1M2GR3GC3NM026562

WHEREAS, the Solid Waste Committee also voted to recommend to full commission that the surplus trucks be sold at auction to be conducted by JM Wood Auction Company, Inc. in Montgomery, Alabama which guarantees a dollar amount less a commission fee of 7% absolute of the gross sale; and

NOW THEREFORE, BE IT RESOLVED, the listed trucks be declared surplus, taken to the aforementioned auction company to sell with proceeds deposited into the Solid Waste Fund #116 for the purpose of purchasing two (2) new roll-off trash trucks with any remaining funds reserved for future truck purchases.

Introduced by Esq. Robby Palmer

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

Date Submitted 04-03-2024

Nancy A. Lewis  
 COUNTY CLERK

BY \_\_\_\_\_

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

**ACTION:**            AYE            NAY            PASSED

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

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

Absent                \_\_\_\_\_            \_\_\_\_\_            \_\_\_\_\_

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

\_\_\_\_\_

RESOLUTION

No. 2024, 04, 05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22<sup>nd</sup> day of April, 2024.

RESOLUTION IN REF: **APPROVAL TO LEASE KYOCERA TASKALFA 5053ci MULTIFUNCTION COPIER AT THE HAWKINS COUNTY MAYOR'S OFFICE FOR 36 MONTHS.**

WHEREAS, Hawkins County Mayor's Office leased a copier for more than nine years, becoming obsolete and inefficient for the office's needs; and

WHEREAS, the new lease is for a 36-month period from AZOR, Inc., parent company of Rogersville Office Supply, for a unit with greater and fast capabilities encompassing copying, printing and scanning with toner and service included at no charge; and

WHEREAS, the monthly charge shall not increase from the amount we are paying for the current copier in the Mayor's office, but remain \$160.00 per month; and

THEREFORE, BE IT RESOLVED the County Mayor, Mark DeWitte, is authorized to sign the lease agreement for said copier.

Introduced By Esq. Jason Roach, Chmn. Budget Comm

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

Date Submitted 04-08-2024

Alena J. Davis  
County Clerk

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

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

Chairman \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

No. 2024, 04, 06

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22<sup>nd</sup> day of April, 2024.

**RESOLUTION IN REF: APPROVAL TO APPLY FOR A LITTER GRANT FOR THE FY 2024-2025 FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND APPROVAL OF ATTACHED PROGRAM DESCRIPTION.**

WHEREAS, Hawkins County intends to apply for a Litter Grant from the Tennessee Department of Transportation for the fiscal year 2024-2025, and the contract for the grant will impose certain legal obligations upon the county; and

THEREFORE, BE IT RESOLVED the County Mayor, Mark DeWitte, is authorized to apply on behalf of Hawkins County for a litter and trash collecting grant from the Tennessee Department of Transportation.

THEREFORE, BE IT RESOLVED the County Mayor, Mark DeWitte, is authorized to execute contracts or other necessary documents which may be required to signify acceptance of the litter and trash collection grant by Hawkins County.

Introduced By Esq. Jason Roach, Chmn. Budget Comm

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

Date Submitted 04-03-2024

Nancy J. Davis  
County Clerk

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

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

Chairman \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**HAWKINS COUNTY LITTER PROGRAM**



FY 2024-2025  
ROADSIDE LITTER PICKUP WORK PLAN

Hawkins County proposes to use citizens that have been sentenced to community service via General Sessions Court System, as well as prisoners, from time to time, out of the jail/workhouse, and volunteers, to collect litter and trash along county and state roadways within Hawkins County's boundary. They will be transported to and from work in a bus. The prisoners used have not committed a felony crime. The driver of the bus will also guard the prisoners as they pick up trash. Trash bags will be collected from roadway onto a flatbed truck.

It is proposed that litter and trash collected will take place at least 3 days a week and more if clients report for community service duty. Hawkins County will be using an area rotation system. The rotation will keep an excessive build-up of litter in any area of the county and will prevent the possibility of transporting prisoners to an already cleaned area where there would be too much unproductive time and ineffective use of labor. The days that the weather will not permit litter pick up, the community service clients will work at the recycle center sorting and baling recyclables for resell.

Any illegal dumps along roadsides will be cleaned up. All litter that can be recycled will be transported to the recycle center.

All litter workers, drivers or prisoners will be supplied with adequate safety-colored vests and will be required to wear these at all times while working on or near a roadway. Work gloves, litter bags, and litter grabbers will be used for the purpose of litter collection. Drinking water will be available for litter workers as well as having a first-aid kit on hand for accidents. Lunches will be provided to all prisoners who participate in the litter collection of the Litter Grant Program.

Specific roads covered for litter collection, pounds of litter collected and other pertinent information will be reported and submitted in the required monthly report to TDOT.

HAWKINS COUNTY LITTER PROGRAM  
FY 2024-2025  
EDUCATION PROGRAM WORK PLAN

Hawkins County will target at least 3 of these categories for this year's litter education the following areas:

**Business Education**- Litter and Recycle education will be taught at Civic organization group meetings to promote litter reduction and recycling in Hawkins County via the business community. Someone from the litter program will encourage business and industries to reduce, reuse and recycle. More civic organizations will be encouraged to participate in litter pick-ups. We have at least sixteen organizations that have "Adopted A Highway" programs at this time.

**Media Education** - We will educate through the media problems concerning litter on the highways and county roads. Radio and newspaper advertising will be used to promote these problems. Also, the public will be educated to make Hawkins County a litter free community by putting trash in its place and recycle when possible.

**Public Education** - We will encourage and work with community groups in scheduling litter pick-up days. We will share with the community the importance of litter control and how it affects the appearance of the county and what a difference recycling makes in the community. Hawkins County will encourage the citizens to make any public event a litter free event by putting all litter in trash receptacle and recycling bottles and drink cans at public events. There are brochures available at different locations in the county on recycling, reducing, litter, etc. for the public education. Events that are annual are Fourth of July, Heritage Days, cars show (5 months a year) as well as annual celebration days held in some of the cities in Hawkins County that are pertinent to the city.

**Student Education** - Litter free sports events at the high schools are being implemented and middle schools. Students in the Pre-K–second grades will be taught "The Day Litter Comes Out and Plays" and third and fourth grades will be educated about what littering does to the environment and the importance of recycle. Students as well as the teachers at all schools will be encouraged to recycle anything that is recyclable.

**Government Education**- Each government office will be educated in the benefit to the county for shredding and recycling waste office paper and will be encourage to do so. All employees will be encouraged to not litter and to implement recycling at home in support of the county's effort in reducing what goes into the landfill.

**RESOLUTION**

No. 2024, 04, 07

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22<sup>nd</sup> day of April, 2024.

**RESOLUTION IN REF: APPROVAL OF GRANT APPLICATION AND ACCEPTANCE FOR FUNDS IN THE AMOUNT OF \$70,000 FROM THE U.S. DEPARTMENT OF TRANSPORTION WITH A SELF-FUNDED LOCAL MATCH OF \$3,750 FOR HAWKINS COUNTY AIRPORT.**

WHEREAS, the U.S. Department of Transportation has offered Hawkins County a grant to conduct a Drainage Easement Review through a Land Acquisition Study; and

WHEREAS, the Airport has a Building Restriction Line violation in reference to offsite and onsite drainage; and

WHEREAS, the evaluation will evaluate drainage patterns, assess options with the potential of property acquisition including appraisal services, and provide a recommendation for future considerations of stormwater management; and

THEREFORE, BE IT RESOLVED, approval be given to apply and accept said grant for Hawkins County Airport with authorization given to the County Mayor to sign any and all necessary documents for said grant; and

Introduced by Esq.	Jason Roach, Chair Budget Committee	ACTION:	AYE	NAY	PASSED
Seconded by Esq.	_____	Roll Call	_____	_____	_____
Date Submitted	<u>04-08-2024</u>	Voice Vote	_____	_____	_____
County Clerk	<u>Nancy Allison</u>	Absent	_____	_____	_____
By:	_____	<i>Committee Action</i>	_____	_____	_____
Chairman:	_____	_____	_____	_____	_____

RESOLUTION

No.2024/04/ 08

To the Honorable Chairman, Mark DeWitte and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22nd day of April 2024.

**RESOLUTION IN REF: APPROVAL TO ACCEPT A TENNESSEE ECONOMIC AND COMMUNITY DEVELOPMENT GRANT IN THE AMOUNT OF \$300,000 TO REFURBISH THE EXTERIOR AND FIRST FLOOR INTERIOR OF THE CLAY KENNER HOUSE IN ROGERSVILLE. THE GRANT REQUIRES A MATCHING AMOUNT OF \$128,571.43 WHICH WILL BE EQUALLY SHARED BY HAWKINS COUNTY AND THE CITY OF ROGERSVILLE AT \$64,285.72 EACH. TOTAL PROJECT COST WILL BE \$428,571.43.**

WHEREAS, the Tennessee Economic and Community Development office has made available grants for the renovation of historic buildings referred to as Historic Development Grant Program; and

WHEREAS, Hawkins County applied for a Three Hundred Thousand Dollar (\$300,000) Historic Development Grant for the purpose of renovating the exterior and first floor of the Clay/Kenner House in Rogersville and has been awarded the grant with a local match being required totaling One Hundred Twenty-Eight Thousand, Five-Hundred Seventy-One Dollars and Forty-three cents. (\$128,571.43); and

WHEREAS, the matching funds will be shared equally by Hawkins County and the Town of Rogersville, each being responsible for Sixty-Four Thousand, Two-Hundred Eighty-Five Dollars and Seventy-two cents (\$64,285.72); and

WHEREAS, the total project cost will be Four-Hundred Twenty-Eight Thousand Five-Hundred and Seventy-One Dollars and Forty-Three cents (\$428,571.43); and

WHEREAS, the contract detailing all the specifics of the grant award is attached to this resolution; now

THEREFORE, BE IT RESOLVED THAT approval be given to accept the aforementioned grant from the Tennessee Economic and Community Development office and contribute Hawkins County's share of matching funds to renovate and repair the Clay/Kenner House; and

THEREFORE, BE IT FURTHER RESOLVED, that County Mayor Mark DeWitte is authorized to sign any and all necessary documents for said grant.

Introduced by Esq Nancy Barker  
Seconded By Esq. \_\_\_\_\_  
Date Submitted 04-08 2024  
Nancy Barker  
COUNTY CLERK  
BY \_\_\_\_\_  
CHAIRMAN: \_\_\_\_\_

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

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



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 02/15/2023	<b>End Date</b> 02/14/2026	<b>Agency Tracking #</b> 33007-45824	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> Hawkins County Government			<b>Edison Vendor ID</b> 2861		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number:</b>			
		<b>Grantee's Fiscal Year End:</b> 06/30			
<b>Service Caption (one line only)</b> Historic Development Grant Program (Rural Development) - HDGP					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
24	\$300,000.00				\$300,000.00
<b>TOTAL:</b>	<b>\$300,000.00</b>				<b>\$300,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grantees under the Historic Development Grant Program are selected based upon the criteria set forth in the Delegated Grant Authority for this program.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

L&amp;G: 12/04/2023

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
HAWKINS COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hawkins County Government, hereinafter referred to as the "Grantee," is for the provision of services pertaining to the Historic Development Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2861

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize funds to rehabilitate the historic building as described in Attachment A – "Historic Preservation Certification Application Part 2 (Description of Rehabilitation)".
- A.3. The Grantee shall submit photos and documentation to show completion of scope of work or, as required, a "Historic Preservation Certification Application Part 3 – Request for Certification of Completed Work" for review and approval by the State Historic Preservation Office prior to close-out of this grant and reimbursement under Section C.3. of this Grant Contract.
- A.4. The Grantee shall complete the work in compliance with the Secretary of the Interior's Standards for Rehabilitation, 36 CFR 67. Information on the standards is available from the National Park Service at the following address which may be updated from time to time: <https://www.nps.gov/tps/standards/rehabilitation.htm>.
- A.5. The Grantee shall not sell, transfer, or otherwise dispose of the property described in Section A.2. during the Term of this Grant Contract.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on 02/15/2023 ("Effective Date") and ending on 02/14/2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term. The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) ("Maximum Liability").

The Grant Budget, attached and incorporated as Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Project, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Economic and Community Development, Historic Development Grant Program.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s). The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or



indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.11. Reserved.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

HAWKINS COUNTY GOVERNMENT:

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GRANTEE SIGNATURE

DATE

MARK DEWITTE, MAYOR

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

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STUART C. MCWHORTER, COMMISSIONER

DATE

**ATTACHMENT A**

**HISTORIC PRESERVATION CERTIFICATION APPLICATION PART 2  
(DESCRIPTION OF REHABILITATION)**





## HISTORIC PRESERVATION CERTIFICATION APPLICATION PART 2 – DESCRIPTION OF REHABILITATION

Instructions: This page must bear the applicant's original signature and must be dated. The National Park Service certification decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form takes precedence. A copy of this form will be provided to the Internal Revenue Service.

NPS Project Number

1. **Historic Property Name** Clay-Kenner House  
Street 124 Clay Street  
City Rogersville County Hawkins State TN Zip 37857  
Name of Historic District or National Register property Downtown Rogersville Historic District Contributing Building  
 Listed individually in the National Register of Historic Places; date of listing \_\_\_\_\_  
 Located in a Registered Historic District; name of district Downtown Rogersville  
 Part 1 – Evaluation of Significance submitted? Date submitted 6-30-23 Date of certification \_\_\_\_\_

2. **Project Data** (for phased projects, data entered in this section must be totals for entire project)  
Date of building 1830 Estimated total rehabilitation costs (QRE) \$600,000  
Number of buildings in project 1 Floor area before / after rehabilitation 5404 / 5404 sq ft  
Start date (estimated) 01-2024 Use(s) before / after rehabilitation 2702 / 2702  
Completion date (estimated) 01-2026 Number of housing units before / after rehabilitation 1 / 1  
Application includes phase(s) 1 of \_\_\_\_\_ phases Number of low-moderate income housing units before / after rehabilitation 0 / 0  
 Intend to apply the IRS 60-month measuring period for the purposes of substantial rehabilitation

3. **Project Contact** (if different from applicant)  
Name Misty Bradley Company First Tennessee Development District  
Street 3211 North Roan Street City Rogersville State TN  
Zip 37857 Telephone (423) 722-5094 Email Address mbradley@ftdd.org

4. **Applicant**  
I hereby attest that the information I have provided is, to the best of my knowledge, correct. I further attest that [check one or both boxes, as applicable]:  
 I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 67.2 (2011), and/or  
 if I am not the fee simple owner of the above described property, the fee simple owner is aware of the action I am taking relative to this application and has no objection, as noted in a written statement from the owner, a copy of which (i) either is attached to this application form and incorporated herein, or has been previously submitted, and (ii) meets the requirements of 36 CFR § 67.3(a)(1) (2011).  
For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.  
Name Sarah Davis Signature Sarah Davis Capacity: Sign. 11/ Sarah Davis Date: 08/24/2023 Date 08/24/2023  
Applicant Entity Hawkins County Government SSN \_\_\_\_\_ or TIN 62-6016563  
Street Washington Street City Rogersville State TN  
Zip 37857 Telephone (423) 272-7359 Email Address sarah.davis@hawkinscountyttn.gov  
 Applicant, SSN, or TIN has changed since previously submitted application.

**NPS Official Use Only**

- The National Park Service has reviewed the Historic Preservation Certification Application – Part 2 for the above-named property and has determined that:
- the rehabilitation described herein is consistent with the historic character of the property and, where applicable, with the district in which it is located and that the project meets the Secretary of the Interior's Standards for Rehabilitation. This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued only to the owner of a "certified historic structure" after rehabilitation work is complete.
  - the rehabilitation or proposed rehabilitation will meet the Secretary of the Interior's Standards for Rehabilitation if the attached conditions are met.
  - the rehabilitation described herein is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's Standards for Rehabilitation.

Date \_\_\_\_\_ National Park Service Authorized Signature \_\_\_\_\_  
 NPS conditions or comments attached

**HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 2 - DESCRIPTION OF REHABILITATION**

Historic Property Name Clay-Kenner House

NPS Project Number \_\_\_\_\_

Property Address 124 Clay Street, Rogersville, TN

**5. Detailed Description of Rehabilitation Work.** Use this page to describe all work or create a comparable format with this information.  
Number items consecutively to describe all work, including building exterior and interior, additions, site work, landscaping, and new construction.

<b>Number</b> <u>1</u>	<b>Feature</b> <u>East Side Covered Porch</u>	<b>Date of Feature</b> <u>1870s</u>
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**Describe existing feature and its condition**

After years of neglect, the east two-story porch and suffered severe damage and deterioration. The porches roof and soffit show signs of water damage and wood rot, the southern half of the second story porch floor is structurally weak, and the columns that support the first and second stories of the porch show water damage.

Photo Numbers 32-33-34-35-36-37-38-39-40-41-42-43

Drawing Numbers \_\_\_\_\_

**Describe work to feature**

The porch will be repaired, scraped and painted to look like the original 1870s porch. The soffit will be repaired, scraped and painted. A handicap ramp will be added to the east porch and the doorway will be enlarged to accommodate handicap accessibility.

<b>Number</b> <u>2</u>	<b>Feature</b> <u>East side windows 1st &amp; 2nd story</u>	<b>Date of Feature</b> <u>1830</u>
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**Describe existing feature and its condition**

The east side windows show extensive water damage and wood rot. The shutters have extensive wood rot, and some are missing. Windows have been broken out and currently the east side first story servants quarters window have been boarded up.

Photo Numbers East Elevation servants quarters

Drawing Numbers \_\_\_\_\_

**Describe work to feature**

Broken glass will be replaced, windows will be re glazed, scraped and painted. Shutters will be repaired and painted. Missing shutters will be replaced with wooden replicas of the existing shutters.

<b>Number</b> <u>3</u>	<b>Feature</b> <u>Plaster walls</u>	<b>Date of Feature</b> <u>1900</u>
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**Describe existing feature and its condition**

The plaster walls on the entire first floor have cracks

Photo Numbers see all photos with cracks in walls

Drawing Numbers \_\_\_\_\_

**HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 2 - DESCRIPTION OF REHABILITATION**

Historic Property Name Clay-Kenner House

NPS Project Number \_\_\_\_\_

Property Address 124 Clay Street, Rogersville, TN

**Describe work to feature**

All plaster walls will be repaired.

<b>Number</b> 4	<b>Feature</b> <u>First Floor Bathroom</u>	<b>Date of Feature</b> <u>1970's</u>
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**Describe existing feature and its condition**

The first floor bathroom is located off the east side front parlor. The bathroom is not handicapped accessible. Currently the water heater is located in the bathroom, in a large box built around it. Photo 25-26-46-47-shows the current entrance and conditions of the only bathroom on the first floor.

Photo Numbers 25-26-27-44-46-47-48

Drawing Numbers 1

**Describe work to feature**

The current doorway (photo 46-47) will be sealed off. In photo 25, the right side of the photo shows an original doorway that has been closed off. This doorway will be reopened (photo 44) to make a new entrance to the bathroom from the east front parlor. New commode, lighting, flooring, and handicapped accessible sink will be installed. The current bathroom's entrance (photo 46-47) will be sealed off.

<b>Number</b> 5	<b>Feature</b> <u>Hallway beside current bathroom</u>	<b>Date of Feature</b> <u>1830</u>
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**Describe existing feature and its condition**

Currently this area is a hallway to the only bathroom on the first level. This area has an entrance from the east front parlor (photo 48 door with the number 2 on it looking from hallway) and (photo 45 looking from the east parlor) the hallway behind the spiral staircase.

Photo Numbers 46-47-48-27-

Drawing Numbers 1

**Describe work to feature**

The hallway entrance to this area will be closed off and the hallway will become the women's bathroom with new flooring, commode and handicap accessible sink. The new entrance will be from the east parlor door (photo 45) The door to the left of the hallway (photo 47 leading to the porch) will be closed off from the inside.

<b>Number</b> 6	<b>Feature</b> <u>Kitchen area</u>	<b>Date of Feature</b> <u>1870</u>
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**Describe existing feature and its condition**

This large first floor area is the current kitchen. The ceiling was damaged from a leak in the roof. The current area has two outside entrances/exits. The only entrance to the kitchen from the inside area is from the north parlor.

HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 2 - DESCRIPTION OF REHABILITATION

Historic Property Name Clay-Kenner House NPS Project Number \_\_\_\_\_

Property Address 124 Clay Street, Rogersville, TN

Photo Numbers 14-15-16

Drawing Numbers 1

**Describe work to feature**

The ceiling will be repaired and a commercial teaching kitchen will be installed with commercial oven, hood range, commercial refrigerator, commercial freezer, ice maker, sinks, sanitizer, and stainless steel worktables on casters. New lighting and electrical will be installed to code. Painting and scrapping of the wood trim, and sheetrock repair. Paint all walls and trim.

**Number** 7 **Feature** Flooring **Date of Feature** 1900s

**Describe existing feature and its condition**

All first floor areas currently has 3 inch heart pine hardwood flooring, in fairly good condition. Some areas have holes from previous electrical work installed to accommodate office areas.

Photo Numbers \_\_\_\_\_

Drawing Numbers \_\_\_\_\_

**Describe work to feature**

All first floor floors will be sanded and repaired, using flooring from closet areas into the second floor area.

**Number** \_\_\_\_\_ **Feature** \_\_\_\_\_ **Date of Feature** 1900

**Describe existing feature and its condition**

Photo Numbers \_\_\_\_\_

Drawing Numbers \_\_\_\_\_

**Describe work to feature**

HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 2 – DESCRIPTION OF REHABILITATION

Historic Property Name Clay-Kenner House NPS Project Number \_\_\_\_\_

Property Address 124 Clay Street, Rogersville, TN

**HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 2 – DESCRIPTION OF REHABILITATION**

**NOTICES**

**Privacy Act Statement**

**Authority:** 26 U.S. Code § 47 - Rehabilitation credit; 26 U.S. Code § 170 - Charitable, etc., contributions and gifts.

**Purpose:** To enable the Secretary of the Interior to evaluate the historic significance of structures and whether the rehabilitation of such structures preserves their historic character. The primary use of this information by the Secretary of the Interior will be to certify to the Secretary of the Treasury that the applicant is eligible for Federal tax incentives for historic preservation. This application is used by the Internal Revenue Service to confirm that applicants for the tax incentives have obtained the certification concerning historic structures and historic rehabilitations that are required by law.

**Routine uses:** The information will be used by the National Park Service and the State Historic Preservation Offices and disclosed to the Internal Revenue Service to determine if the applicant is eligible for Federal tax incentives.

**Disclosure:** Voluntary, however, failure to provide the requested information may prevent or impede you from receiving consideration for the requested benefit.

**Information Regarding Disclosure of Your Social Security Number Under Public Law 93-579 Section 7(b):** Your Social Security Number (SSN) is needed to identify records unique to you. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees and charges by the National Park Service. Failure to disclose your SSN may prevent or delay the processing of your application. The authority for soliciting your SSN is 31 U.S.C. 7701. The information gathered through the use of the SSN will be used only as necessary for processing this application and collecting and reporting any delinquent financial obligations. Use of the SSN will be carried out in accordance with established regulations and published notices of system of records.

**Paperwork Reduction Act Statement**

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) through the State Historic Preservation Officer in order to enable the Secretary of the Interior to gain the benefit of the State review of applications for Federal tax incentives for historic preservation by owners of historic properties. Information collected on this form, including names and all written comments, is subject to disclosure. All applicable parts of the form must be completed in order to receive consideration for the requested benefit. A Federal agency may not conduct or sponsor, and a person is not required to respond a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection and assigned it control number 1024-0009.

**Estimated Burden Statement**

Public reporting burden for this form is estimated to average 51 hours per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding these burden estimates, or any aspects of this form, to the Information Collection Clearance Officer, National Park Service, 12201 Sunrise Valley Drive, Mail Stop 242, Reston, VA 20192. Please do not send your form to this address.

**Records Retention Statement**

Permanent. Transfer all permanent records to NARA 15 years after closure. (NPS Records Schedule, Resource Management and Lands (Item 1.A.2) (N1-79-08-1))

**FOR APPLICANT RECORDS ONLY – THIS PAGE DOES NOT NEED TO BE PRINTED FOR APPLICATION**



**ATTACHMENT B**

Page 2

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>Construction Inspection/Management</b>	<b>AMOUNT</b>
Not applicable	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>Developer Fees</b>	<b>AMOUNT</b>
Not applicable	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>DEPRECIATION</b>	<b>AMOUNT</b>
Not applicable	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
Not applicable	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Not applicable	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>



**RESOLUTION**

No. 2024, 04, 09

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22<sup>nd</sup> day of April, 2024.

**RESOLUTION IN REF:      REVIEW AND ADOPTION OF THE RESTATED DEBT MANAGEMENT POLICY FOR HAWKINS COUNTY, TENNESSEE.**

WHEREAS, Hawkins County adopted a debit management policy on November 11, 2011, to promote and implement improved financial decisions and meet specific grant mandates; and

WHEREAS, the policy was amended by the Commission on April 22, 2019 with no further changes; and

THEREFORE, BE IT RESOLVED, Hawkins County Commission acknowledges the required annual review for grant mandates and adoption of the restatement of the policy attached in Exhibit A to further the goals and objectives of the original debt management policy.

Introduced By Esq. Jason Roach, Chrmn. Budget Comm

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

Date Submitted 04-05-2024

Nancy L. Paul  
County Clerk

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

\_\_\_\_\_

**ACTION:    AYE    NAY    PASSED**

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

Chairman \_\_\_\_\_

\_\_\_\_\_

# **HAWKINS COUNTY TENNESSEE**

## **Debt Management Policy**

Originally Adopted: November 03, 2011  
Amended and Formally Adopted: April 22, 2019

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## **INTRODUCTION**

This Debt Management Policy (the "Debt Policy") is a written guideline with parameters that affect the amount and type of debt that can be issued by Hawkins County, Tennessee (the "County"), the issuance process and the management of the County's debt. The purpose of this Debt Policy is to improve the quality of management and legislative decisions and to provide justification for the structure of debt issuances consistent with the Debt Policy's goals while demonstrating a commitment to long-term capital planning. It is also the intent of the County that this Debt Policy will signal to credit rating agencies, investors and the capital markets that the County is well managed and will always be prepared to meet its obligations in a timely manner. This Debt Policy fulfills the requirements of the State of Tennessee regarding the adoption of a formal debt management policy on or before January 1, 2012. This updated policy amends the previously adopted Debt Policy on November 03, 2011.

This Debt Policy provides guidelines for the County to manage its debt and related annual costs within both current and projected available resources while promoting understanding and transparency for our citizens, taxpayers, rate payers, businesses, investors and other interested parties.

The County may, from time to time, review this Debt Policy and make revisions and updates, if warranted.

## **Hawkins County, Tennessee DEBT MANAGEMENT POLICY**

### **I. INTRODUCTORY STATEMENT**

In managing its Debt (defined herein as tax-exempt or taxable bonds, capital outlay notes, other notes, capital leases, interfund loans or notes and loan agreements); it is the County's policy to:

- Achieve the lowest cost of capital within acceptable risk parameters
- Maintain or improve credit ratings
- Assure reasonable cost access to the capital markets
- Preserve financial and management flexibility
- Manage interest rate risk exposure within acceptable risk parameters
- Regularly review this Debt Policy and perform a risk assessment on debt management process and related internal controls

### **II. GOALS AND OBJECTIVES**

Debt policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term capital planning objectives. In addition, the Debt management policy (the "Debt Policy") helps to ensure that financings undertaken by the County have certain clear, objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs.

The Debt Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; and, existing legal, economic, and financial market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the County in policy and debt issuance decisions
- To maintain appropriate capital assets for present and future needs
- To promote sound financial management
- To protect the County's credit rating
- To ensure the County's debt is issued legally under applicable state and federal laws

- To promote cooperation and coordination with other parties in the financing
- To evaluate debt issuance options
- To issue debt with a level or declining payment structure to create future debt capacity and financial flexibility
- To manage and mitigate the impact of past balloon indebtedness on the County's revenues

### III. PROCEDURES FOR ISSUANCE OF DEBT

#### 1) Authority

- a) The County will only issue Debt by utilizing the statutory authorities provided by *Tennessee Code Annotated* as supplemented and revised ("TCA") and the Internal Revenue Code (the "Code").
- b) The County will adhere to any lawfully promulgated rules and regulations of the State and those promulgated under the Code.
- c) All Debt must be formally authorized by resolution of the County's Legislative Body.

#### 2) Transparency

- a) It is recognized that the issuance of Debt must have various approvals and on occasion, written reports provided by the State of Tennessee Comptroller's office either prior to adoption of resolutions authorizing such Debt, prior to issuance and/or following issuance. The County, in conjunction with any professionals (including, but not limited to, financial advisors, underwriters, bond counsel, etc. which may individually or collectively be referred to herein as "Financial Professionals") will ensure compliance with TCA, the Code and all federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the County related to consideration and approval of Debt. Additionally, the County shall provide the Tennessee Comptroller's office sufficient information on the Debt to not only allow for transparency regarding the issuance, but also assuring that the Comptroller's office has sufficient information to adequately report or approve any formal action related to the sale and issuance of Debt. The County will also make this information available to its legislative body, citizens and other interested parties.

- b) The County will file its Audited Financial Statements and any Continuing Disclosure document prepared by the County or its Dissemination Agent. To promote transparency and understanding, these documents should be furnished to members of the Legislative Body and made available electronically or by other usual and customary means to its citizens, taxpayers, rate payers, businesses, investors and other interested parties by posting such information on-line or in other prominent places.

#### **IV. CREDIT QUALITY AND CREDIT ENHANCEMENT**

The County's Debt management activities will be conducted in order to maintain or receive the highest possible credit ratings. The Mayor and Finance Director in conjunction with any Financial Professionals that the County may choose to engage will be responsible for maintaining relationships and communicating with one or more rating agencies.

The County will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown shall an enhancement be considered. The County will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancements:

##### **1) Insurance**

The County may purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on insured bonds versus uninsured bonds.

##### **2) Letters of Credit**

The County may enter into a letter-of-credit ("LOC") agreement when such an agreement is deemed prudent and advantageous. The County or its Financial Professionals, if any, may seek proposals from qualified banks or other qualified financial institutions pursuant to terms and conditions that are acceptable to the County.

#### **V. AFFORDABILITY**

The County shall consider the ability to repay Debt as it relates to the total budget resources, the wealth and income of the community and its property tax base and other revenues available to service the Debt. The County may consider debt ratios and other benchmarks compared to its peers when analyzing its Debt including materials published by the nationally recognized credit rating agencies.

## **VI. DEBT STRUCTURE**

The County shall establish all terms and conditions relating to the issuance of Debt and will invest all bond proceeds pursuant to the terms of its investment policy, if any. Unless otherwise authorized by the County, the following shall serve as the Debt Policy for determining structure:

### **1) Term**

All capital improvements financed through the issuance of Debt will be financed for a period not to exceed the useful economic life of the improvements and in consideration of the ability of the County to absorb such additional debt service expense. The term of Debt shall be determined by, but not limited to, the economic life of the assets financed, conditions in the capital markets, the availability of adequate revenue streams to service the Debt and the existing pattern of Debt payable from such identifiable fund or enterprise activity, but in no event will the term of such Debt exceed forty (40) years, as outlined in TCA.

### **2) Capitalized Interest**

From time to time, certain financings may require the use of capitalized interest from the date of issuance until the County is able to realize beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by federal law and TCA if it is determined that doing so is beneficial to the financing by the Legislative Body and is appropriately memorialized in the legislative action authorizing the sale and issuance of the Debt.

### **3) Debt Service Structure**

It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest paid and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

The County shall plan General Obligation debt issuance shall be planned to achieve relatively net level debt service or level principal amortization considering the County's outstanding debt obligations, while matching debt service to the useful economic life of facilities. The County shall aspire to an overall declining debt payment structure, whenever possible, to permit future debt capacity within the projected debt service payment revenue stream. Absent events or circumstances determined by its Legislative Body, the County shall avoid the use of bullet or balloon maturities (with the exception of sinking fund requirements required by term bonds) except in those instances where such maturities serve to match specific income streams. Debt which is supported by project revenues and is intended to be



self-supporting should be structured to achieve level proportional coverage to expected available revenues.

**4) Balloon Debt**

It is in the best interest of the citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest paid and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity. Balloon indebtedness does not generally meet these objectives. The County Commission will make sure to additionally comply with T.C.A. § 9-21-134 and its Balloon Debt Management Plan, as attached as Exhibit A. This will include the requirements for balloon indebtedness found in the Tennessee State Funding Board's guidance on debt management policies and balloon indebtedness.

**5) Call Provisions**

In general, the County's Debt should include a call feature no later than ten (10) years from the date of delivery of the bonds. The County will avoid the sale of long-term debt which carries longer redemption features unless a careful evaluation has been conducted by the Mayor and Finance Director and/or Financial Professionals, if any, with respect to the value of the call option.

**6) Original Issuance Discount/Premium**

Debt with original issuance discount/premium will be permitted.

**7) Deep Discount Bonds**

Deep discount debt may provide a lower cost of borrowing in certain capital markets. The Mayor and Finance Director and/or Financial Professionals, if any, should carefully consider their value and effect on any future refinancing as a result of the lower-than-market coupon.

**VII. DEBT TYPES**

When the County determines that Debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

**1) Security Structure**

**a) General Obligation Bonds**

The County may issue Debt supported by its full faith, credit and unlimited ad valorem taxing power ("General Obligation Debt"). General Obligation Debt shall be used to finance capital projects that do not have significant independent creditworthiness or significant on-going revenue streams or as additional credit support for revenue-supported Debt, if such support improves the economics of the Debt and is used in accordance with these guidelines.

**b) Revenue Debt**

The County may issue Debt supported exclusively with revenues generated by a project or enterprise fund ("Revenue Debt"), where repayment of the debt service obligations on such Revenue Debt will be made through revenues generated from specifically designated sources. Typically, Revenue Debt will be issued for capital projects which can be supported from project or enterprise-related revenues.

**c) Capital Leases**

The County may use capital leases to finance projects assuming the Mayor and Finance Director and/or Financial Professionals, if any, determine that such an instrument is economically feasible.

**2) Duration**

**a) Long-Term Debt**

The County may issue long-term Debt when it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term Debt will not be used to finance current operations or normal maintenance. Long-term Debt will be structured such that financial obligations do not exceed the expected useful economic life of the project(s) financed. Additionally, the County will strive to issue the long-term Debt with a level or declining payment structure.

- i. *Serial and Term Debt.* Serial and Term Debt may be issued in either fixed or variable rate modes to finance capital infrastructure projects;
- ii. *Capital Outlay Notes ("CONs").* CONs may be issued to finance capital infrastructure projects with an expected life up to twelve years; or
- iii. *Capitalized Leases.* Capitalized Leases may be issued to finance infrastructure projects or equipment with an expected life not greater than its expected useful life.

## **b) Short-Term Debt**

Short-term borrowing may be utilized for:

- i. Financing short economic life assets;
- ii. The construction period of long-term projects;
- iii. For interim financing; or
- iv. For the temporary funding of operational cash flow deficits or anticipated revenues subject to the following policies:
  1. *Bond Anticipation Notes ("BANs")*. BANs, including commercial paper notes issued as BANs, may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs shall not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal and state law. BANs shall mature within 6 months after substantial completion of the financed facility.
  2. *Revenue Anticipation Notes ("RANs") and Tax Anticipation Notes ("TANs")*. RANs and TANS shall be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to federal IRS and state requirements and limitations.
  3. *Lines of Credit*. Lines of Credit shall be considered as an alternative to other short-term borrowing options. A line of credit shall only be structured to federal and state requirements.
  4. *Interfund Loans*. Interfund Loans shall only be used to fund operational deficiencies among accounts or for capital projects to be paid from current fiscal year revenues. Such interfund loans shall be approved by the State Comptroller's office and shall only be issued in compliance with state regulations and limitations.
  5. *Other Short-Term Debt*. Other Short-Term Debt including commercial paper notes, BANs, Capitalized Leases and CONs may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed or variable rate mode. The County will determine and utilize the most advantageous method for short-term borrowing. The County may issue short-term Debt when there is a defined repayment source or amortization of principal.

### **3) Interest Rate Modes**

#### **a) Fixed Rate Debt**

To maintain a predictable debt service schedule, the County may give preference to debt that carries a fixed interest rate.

#### **b) Variable Rate Debt**

The targeted percentage of net variable rate debt outstanding (excluding an amount of debt considered to be naturally hedged to short-term assets in the Unreserved General and/or Debt Service Fund Balance) shall not exceed 35% of the County's total outstanding debt and will take into consideration the amount and investment strategy of the County's operating cash.

The following circumstances may result in the consideration of issuing variable rate debt:

- i. Asset-Liability Matching;*
- ii. Construction Period Funding;*
- iii. High Fixed Interest Rates.* Interest rates are above historic averages;
- iv. Diversification of Debt Portfolio;*
- v. Variable Revenue Stream.* The revenue stream for repayment is variable and is anticipated to move in the same direction as market-generated variable interest rates or the dedication of revenues allows capacity for variability; and
- vi. Adequate Safeguard Against Risk.* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts such structures could include, but are not limited to, interest-rate caps and short-term cash investments in the County's General Fund.

An analysis by the Mayor and Finance Director and/or Financial Professionals, if any, shall be conducted to evaluate and quantify the risks and returns associated with the variable rate Debt including, but not limited to, a recommendation regarding the use of variable rate debt.

### **4) Zero Coupon Debt**

Zero Coupon Debt may be used if an analysis has been conducted by the Mayor and Finance Director and/or Financial Professionals, if any, and the risks and returns associated with the Zero Coupon Debt have been made. The analysis shall include,

but not be limited to a recommendation regarding the use of Zero Coupon Debt as the most feasible instrument considering available revenues streams, the need for the project and other factors determined by the Legislative Body.

#### **5) Synthetic Debt**

The County currently has outstanding its Series VII-A-1 Loan Agreement that is swapped to a synthetic fixed interest rate. The County will not enter into any additional interest rate swaps or other derivative instruments unless it adopts a Debt Derivative Policy consistent with the requirements of TCA and only after approval of the State Comptroller's office and affirmative action of the Legislative Body.

### **VIII. REFINANCING OUTSTANDING DEBT**

The Mayor and Finance Director, in conjunction with Financial Professionals, if any, shall have the responsibility to analyze outstanding Debt for refunding opportunities. The Mayor and Finance Director will consider the following issues when analyzing possible refunding opportunities:

#### **1) Debt Service Savings**

Absent other compelling considerations such as the opportunity to eliminate onerous or restrictive covenants contained in existing Debt documents, the County has established a minimum net present value savings threshold of at least 3.0 percent of the advance refunded Debt principal amount. Current refunding opportunities may be considered by the County using any savings threshold if the refunding generates positive net present value savings. The decision to take less than 3.0 percent net present value savings for an advance refunding or to take the savings in any manner other than a traditional year-to-year level savings pattern must be approved by the Legislative Body or delegated to the County's Chief Executive.

#### **2) Balloon Debt**

It is in the best interest of the citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest paid and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity. Balloon indebtedness does not generally meet these objectives. The County Commission will make sure to additionally comply with T.C.A. § 9-21-134 and its Balloon Debt Management Plan, as attached as Exhibit A. This will include the requirements for balloon indebtedness found in the Tennessee State Funding Board's guidance on debt management policies and balloon indebtedness.

Finance Director will determine the method of issuance of Debt on a case-by-case basis consistent with the options provided by prevailing State law.

**1) Competitive Sale**

In a competitive sale, the County's Debt will be offered in a public sale to any and all eligible bidders. Unless bids are rejected, the Debt shall be awarded to the bidder providing the lowest true interest cost as long as the bid adheres to the requirements set forth in the official notice of sale.

In a competitive sale, a financial advisor may not bid on an issue for which they are providing advisory services.

**2) Negotiated Sale**

The County recognizes that some securities are best sold through a negotiated sale with an underwriter or group of underwriters. The County shall assess the following circumstances in determining whether a negotiated sale is the best method of sale:

- a) State requirements on negotiated sales;
- b) Debt structure which may require a strong pre-marketing effort such as those associated with a complex transaction generally referred to as a "story" bond;
- c) Size or structure of the issue which may limit the number of potential bidders;
- d) Market conditions including volatility wherein the County would be better served by the flexibility afforded by careful timing and marketing such as is the case for Debt issued to refinance or refund existing Debt;
- e) Whether the Debt is to be issued as variable rate obligations or perhaps as Zero Coupon Debt;
- f) Whether an idea or financing structure is a proprietary product of a single firm;
- g) In a publicly offered or privately placed, negotiated sale, a financial advisor, if any, shall not be permitted to resign as the financial advisor in order to underwrite or privately place an issue for which they are or have been providing advisory services;
- h) The underwriter shall clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with respect to the negotiated issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has

financial and other interests that differ from those of the County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Legislative Body (or its designated official) in advance of the pricing of the debt.

### **3) Private Placement**

From time to time, the County may elect to privately place its Debt. Such placement shall only be considered if this method is demonstrated to be advantageous to the County.

## **X. PROFESSIONALS**

### **1) Financial Professionals**

As needed, the County may select Financial Professionals to assist in its Debt issuance and administration processes. In selecting Financial Professionals, consideration should be given with respect to:

- a) relevant experience with municipal government issuers and the public sector;
- b) indication that the firm has a broadly based background and is therefore capable of balancing the County's overall needs for continuity and innovation in capital planning and Debt financing;
- c) experience and demonstrated success as indicated by its experience;
- d) the firm's professional reputation;
- e) professional qualifications and experience of principal employees; and
- f) the estimated costs, but price should not be the sole determining factor.

### **2) Miscellaneous**

#### **a) Written Agreements**

- i. Any Financial Professionals engaged by the County shall enter into written agreements including, but not limited to, a description of services provided and fees and expenses to be charged for the engagement.
- ii. The County shall enter into an engagement letter agreement with each lawyer or law firm representing the County in a debt transaction. No engagement letter is required for any lawyer who is an employee of the County or lawyer

or law firm which is under a general appointment or contract to serve as counsel to the County. The County does not need an engagement letter with counsel not representing the County, such as underwriters' counsel.

- iii. The County shall require all Financial Professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

#### **b) Conflict of Interest**

- i. Financial Professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisors, swap advisors, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.
- ii. Financial Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

## **XI. COMPLIANCE**

### **1) Continuing Annual Disclosure**

Normally at the time Debt is delivered, the County will execute a Continuing Disclosure Certificate in which it will covenant for the benefit of holders and beneficial owners of the publicly traded Debt to provide certain financial information relating to the County by not later than twelve months after each of the County's fiscal years, (the "Annual Report and provide notice of the occurrence of certain enumerated events. The Annual Report (and audited financial statements, if filed separately) will be filed with the MSRB through the operation of the Electronic Municipal Market Access system ("EMMA") and any State Information Depository established in the State of Tennessee (the "SID"). If the County is unable to provide the Annual Report to the MSRB and any SID by the date required, notice of each failure will be sent to the MSRB and any SID on or before such date. The notices of certain enumerated events will be filed by the County with the MSRB through EMMA and any SID. The specific nature of the information to be contained in the



Annual Report or the notices of significant events is provided in each Continuing Disclosure Certificate. These covenants are made in order to assist underwriters in complying with SEC Rule 15c2-12(b) (the "Rule").

**2) Arbitrage Rebate**

The County will also maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the Internal Revenue Code (the "Code").

**3) Records**

The County will also maintain records required by the Code including, but not limited to, all records related to the issuance of the debt including detailed receipts and expenditures for a period up to 6 years following the final maturity date of the Debt or as required by the Code.

**XII. INTERNAL CONTROLS**

In accordance with the requirements of T.C.A. § 9-18-102, the County Commission using its audit committee and appropriate County personnel shall perform a risk assessment of the debt management process to put into place effective internal controls to implement the Debt Policy.

**XIII. DEBT POLICY REVIEW**

**1) General Guidance**

The guidelines outlined herein are only intended to provide general direction regarding the future issuance of Debt. The County Commission maintains the right to modify this Debt Policy and may make exceptions to any of its guidelines at any time to the extent that the execution of such Debt achieves the goals of the County as long as such exceptions or changes are consistent with TCA and any rules and regulations promulgated by the State.

The County Commission shall regularly review this Debt Management Policy and perform a risk assessment on the related internal control procedures and debt management process. Further, the Debt Policy will be reviewed from time to time as circumstances, such as prior to the planning of new debt issuances, rules and regulations warrant. Any amended Debt Policy will be filed with the Office of State and Local Finance in accordance with the State Funding Board requirements.

**2) Designated Official**

The Mayor and Finance Director are responsible for ensuring substantial compliance with this Debt Policy.

**EXHIBIT A**

**HAWKINS COUNTY  
TENNESSEE**

**Balloon Debt Management Plan**

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# Hawkins County, Tennessee

## Balloon Debt Management Plan

### I. INTRODUCTION

This Balloon Debt Management Plan (the "Debt Plan") is a written guideline to manage, reduce, and mitigate the effect of existing balloon indebtedness on the County's financial condition and to issue future debt structured with level principal payments or a level debt amortization. The County has previously issued balloon indebtedness as defined by Public Chapter 766, Acts of 2014 ("Balloon Debt"). This outstanding Balloon Debt has reduced the County's future capacity to issue debt and its financial flexibility to meet future needs. The purpose of this Debt Plan is to improve the quality of management and legislative decisions for the County regarding the structure of its current and future debt issuances consistent with the County's Debt Management Policy's ("DMP") goals and to do what is in the best interest of the County and its taxpayers.

**Policy Statement:** It is in the best interest of the County's citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest paid, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity. Balloon indebtedness does not generally meet these objectives.

This Debt Plan formally establishes parameters for structuring debt and managing a debt portfolio that considers:

- specific current capital improvement needs,
- future capital improvement needs,
- ability to repay financial obligations,
- impact on future debt capacity and revenues available for operations, and
- existing legal, economic, and financial market conditions.

Specifically, the intent of the plan outlined in this document is to assist in the following:

- To guide the County Commission in debt issuance decisions
- To establish a County Commission policy to issue new money debt that is not balloon indebtedness as defined by T.C.A. § 9-21-134
- To manage and mitigate the County's currently outstanding Balloon Debt
- To create future debt capacity
- To promote sound financial management
- To protect the County's credit rating

The Debt Plan will be focused on the County's General Debt Service Fund.

The County Commission will regularly review this Debt Plan and its DMP and make revisions and updates, if warranted. The County Commission will utilize this Debt Plan with its DMP when planning future debt issues. If the County Commission plans to issue Balloon Debt in the future, it will review this Debt Plan and ensure it follows the Debt Plan guidance.

## II. GOALS AND OBJECTIVES

The County's goal is to issue debt structured in a manner that:

- minimizes the real cost of debt: interest payments;
- creates future debt capacity within its projected future revenue stream to meet the County's capital needs; and
- provides financial flexibility by reducing future calls on the County's revenues for annual debt service.

**Objective 1:** Create future debt capacity within the projected debt service revenue stream with an overall declining structure for the County's debt portfolio and the flexibility to use that debt service revenue stream for future operations or other needs of the County.

**Objective 2:** Issue new debt with a level or declining debt payment structure,

**Objective 3:** Manage the County's currently outstanding Balloon Debt in a manner that mitigates its effects on the County's future revenues, if possible, by:

- restructuring;
- early repayment;
- in extreme conditions and fiscal distress, delaying of capital projects until capacity is available to issue debt structured with level or declining payment;
- or such action available within its financial capacity to manage debt.

**Objective 4:** Understand any proposed transaction and reasonable alternatives before taking action

**Objective 5:** Explain to the County's citizens any proposed transaction including the cost and risks.

**Objective 6:** Protect and improve the County's credit rating by managing the County's current Balloon Debt and by issuing future debt with a level or declining payment structure.

**Objective 7:** Use the Debt Plan as a guide to determine when it is in the citizens' best interest to incur additional interest and other costs and risks incurred with the issuance of debt with a balloon structure.

## III. HISTORY – Education Debt Service Fund

1. The Education Debt Service Fund is the fund that has issued debt for projects that would be defined as "Balloon Debt".
2. In 2004, the County created a master school funding plan to finance \$16,000,000 of projects:

- a. The County issued what is now the Series VII-A-1 Loan Agreement as what is now defined as "Balloon Debt". This debt was issued to maximize the amount of funds available and minimize the tax increase necessary to fund the school building program.
3. In 2007, the County issued \$9,700,000 of fixed rate "level" bonds with an average rate of 3.90% for schools
4. In 2008, the County created another master school funding plan that provided approximately \$36,000,000 of funds for school improvements. The County increased revenues to pay for the master school building plan but also issued the debt over multiple years to fund the construction.
  - a. The County considered all of its school capital needs in the master plan and had a goal of having overall relatively level debt service, taking into account all debt being issued.
  - b. In 2009, the County issued \$17,700,000 General Obligation School Bonds, Series 2009 (Federally Taxable Build America Bonds). The Series 2009 Bonds were issued as fixed rate "wrap" debt and had a final maturity 2038. The Series 2009 Bonds has a True Interest Cost (TIC) of 4.02% after the effects of the federal subsidy payment. The Series 2009 Bonds were issued to maximize the amount of funds available and minimize the tax increase necessary to fund the school building program.
  - c. In 2010, the County interested into the fixed rate \$27,745,000 Series B-15-A Loan Agreement. \$10,850,000 of the Series B-15-A Loan was utilized for the school building program. The B-15-A Loan school portion was issued as fixed rate "wrap" debt to had a final maturity 2036. The B-15-A Loan Agreement had a True Interest Cost of 4.68%. The B-15-A Loan Agreement was issued to maximize the amount of funds available and minimize the tax increase necessary to fund the school building program.
    - a. The B-15-A Loan Agreement associated with the schools was refinanced in 2015 to a 3.22% True Interest Cost.
  - d. In 2011, the County issued the last portion of the bonds for the master school building program started in 2008. The \$7,790,000 General Obligation Bonds, Series 2011 were issued as fixed rate "level" debt with a final payment in 2021. The County will have retired all but \$260,000 of the Series 2011 Bonds as of May 1, 2019.
5. In 2016, the County issued the \$9,730,000 General Obligation Refunding and Improvement Bonds, Series 2016. The Series 2016 Bonds allocated to the Education Debt Service Fund were issued as "level" fixed rate debt.

## **COUNTY'S EDUCATION DEBT SERVICE FUND DEBT**

In the past, the County issued Balloon Debt as described by T.C.A. § 9-21-134.

- a. As described above, the County has issued debt in the Education Debt Service Fund as Balloon Debt.

### ***Impact of Outstanding Balloon Debt***

- The County has placed a stronger emphasis on funding the Capital Project Fund to fund smaller projects and equipment purchase since a large portion of the revenues of the General Debt Service Fund and Education Debt Service Fund are utilized until 2036 and 2038, respectively.

At the time of the writing of this policy, under the current revenue stream, the County does not have sufficient debt capacity to issue any new debt for substantial capital needs. As a result, the County will not be able to issue future debt for new projects as level debt utilizing the existing revenue stream, as described by T.C.A. § 9-21-134. See attached County Debt Charts. However, the County currently does not have any major capital needs and realizes that future capital projects will take a new revenue sources to fund the debt service payments.

#### **IV. PROCEDURE**

The County Commission seeks to issue future debt for new large capital projects as level debt. The County Commission seeks to fund certain smaller capital projects using the monies appropriated and accumulated in the Capital Project Fund. The County Commission, within its available financial resources, seeks to take action to mitigate the effects of its currently outstanding Balloon Debt on the County's future revenues. The intent is to create sufficient future debt capacity to issue debt for capital projects without restructuring outstanding debt into Balloon Debt or issuing new money debt as Balloon Debt.

If it is determined that is in the public interest to issue New Debt, as defined under the "New Debt" heading below, or Outstanding Balloon Debt, as defined under the "Outstanding Balloon Debt" heading below, that results in an extension of the original final maturity, as defined below, as Balloon Debt, the County Mayor will present a Plan of Balloon Indebtedness as prepared by the County's staff and/or its supporting financial professionals, to the appropriate County Committee.

The Plan of Balloon Indebtedness will detail the transaction and explain why it is in the public's interest. The Plan of Balloon Indebtedness will include the requisite information as outlined in the sections below entitled New Debt and Outstanding Balloon Indebtedness, as applicable. A majority of the appropriate County Committee shall determine if the structure of the transaction described in the Plan of Balloon Indebtedness is in the public's interest and if it is to be submitted to the Office of State and Local Finance for approval. The Plan of Balloon Indebtedness will be submitted to the Office of State and Local Finance for approval in accordance with T.C.A. § 9-21-134 prior to the adoption of any authorizing resolution for debt structured as Balloon Debt.

If it is determined by the County Mayor as the Chief Executive Officer that is in the public interest to issue Outstanding Balloon Indebtedness that is a current refunding or an advance refunding that generates at least a 3.0% net present value savings, as a maturity to maturity refunding that results in Balloon Debt, the County Mayor may submit the maturity to maturity refunding Plan of Balloon Indebtedness as prepared by the County's staff and/or its supporting financial professionals, directly to Office of State and Local Finance for approval in accordance with T.C.A. § 9-21-134 prior to the adoption of any authorizing resolution for debt structured as Balloon Debt.

The Plan of Balloon Indebtedness will include the requisite information as outlined in the sections below entitled New Debt and Outstanding Balloon Indebtedness, as applicable, and why it is in the public's interest to issue Balloon Indebtedness.

A debt authorization resolution that structures the debt as Balloon Debt will not be adopted until approval of the Plan of Balloon Indebtedness is received from the Office of State and Local Finance. If the County Commission determines it will issue debt structured as Balloon Debt, it will

provide the Plan of Balloon Indebtedness and the approval from the Office of State and Local Finance to the public.

### **New Debt**

It is the desire of the County Commission to issue all new debt with a level debt structure. Balloon Debt structures can oftentimes increase the interest cost for a capital project, reduce future available debt capacity, and decrease the financial flexibility of the County Commission to use its revenue streams for other purposes. Such payment structures can sometimes be an indicator of financial stress. To comply with T.C.A. § 9-21-134 all new debt should be issued with a level debt or faster principal payment structure.

If the County Commission considers issuance of debt structured as Balloon Debt (as described by T.C.A. § 9-21-134) for future new projects, it will determine if it is in the public's best interest to utilize Balloon Debt. The County will ensure that any projected revenues used to secure debt will:

- be sufficient to pay for the debt being considered,
- be sufficient to pay all of its other existing outstanding debt service secured by the same projected revenues, and
- not hinder the County's ability to fund future capital needs or to fund future debt service in a level payment structure.

The County Commission shall also consider:

- the possible reduction of the County's future debt capacity within the current projected revenue stream; and
- the flexibility to use future revenues for other purposes.

The County Commission will evaluate the specific justification for issuing debt structured as Balloon Debt. At the time the County Commission considers whether a proposed debt issue with a Balloon Debt structure is in the public's best interest, it will disclose to the public an analysis which will include the following:

- the proposed debt structure, including the principal and interest payments, and terms and life of the debt issue;
- a schedule or graph showing the County's total debt service for the fund in which the proposed debt is being issued, both pre and post issuance, showing the revenue required to service the debt for each fiscal year debt remains outstanding.
- a schedule or graph showing the percentage of debt retired every five years on both the proposed debt and overall debt;
- a schedule(s) or graph(s) showing whether the proposed structure, when compared to a level debt structure:
  - increases the interest cost for a capital project, ○ reduces future available debt capacity, or
  - decreases the financial flexibility of the County Commission to use its revenue streams for other purposes compared to a level debt structure.



## **Outstanding Balloon Debt**

The County Commission will manage currently outstanding Balloon Debt in a manner that mitigates its effects on the County's future revenues, if possible, by:

- restructuring;
- early repayment;
- in extreme conditions and fiscal distress, delaying of capital projects until capacity is available to issue debt structured with level or declining payment; or
- such action available within its financial capacity to manage debt;

Whenever possible, the County Commission seeks either to restructure such Balloon Debt into a more level debt payment structure or to repay at a faster rate than the original structure. This may be achieved by refunding debt on a maturity to maturity basis or more level structure when interest rate savings can be achieved or by prepaying debt early with cash.

If for savings, the County Commission considers issuing refunding debt structured as Balloon Debt (as described by T.C.A. § 9-21-134) to refund outstanding debt with a Balloon Debt structure, it will determine if it is in the public's best interest. In making its determination, the County Commission will consider whether the benefits of a Balloon Debt structure outweigh:

- the possible reduction of the County's future debt capacity within the current projected revenue stream; and
- the flexibility to use future revenues for other purposes.

The County Commission will be provided with an analysis that will allow it to determine that any projected revenues used to secure debt will:

- be sufficient to pay for the debt being considered,
- be sufficient to pay all of its other existing outstanding debt service secured by the same projected revenues, and
- not hinder the County's ability to fund future capital needs or to fund future debt service in a level payment structure.

For maturity to maturity refundings, the County Commission will evaluate the specific justification for issuing debt structured as Balloon Debt. At the time the County Commission considers whether a proposed debt issue with a Balloon Debt structure is in the public's best interest, it will disclose to the public an analysis which will include the following:

- the proposed debt structure, including the principal and interest payments, and terms and life of the debt issue, exhibiting that the proposed refunding debt's structure is more level or declining than the refunded debt's structure;
- a schedule or graph showing the County's total debt service for the fund in which the proposed debt is being issued, both pre and post issuance, showing the revenue required to service the debt for each fiscal year debt remains outstanding;

- a schedule or graph showing the percentage of debt retired every five years on both the proposed debt and overall debt; and
- a schedule(s) or graph(s) showing whether the proposed structure, when compared to a level debt structure:
  - increases the interest cost for the refunded debt, ○ reduces future available debt capacity, or
  - decreases the financial flexibility of the County Commission to use its revenue streams for other purposes compared to a level debt structure.

## **V. DEBT PLAN REVIEW**

### **1) General Guidance**

The guidelines outlined herein are only intended to provide general direction regarding the future issuance of Debt. The County Commission maintains the right to modify this Debt Plan and may make exceptions to any of its guidelines at any time to the extent that the execution of such Debt achieves the goals of the County as long as such exceptions or changes are consistent with TCA and any rules and regulations promulgated by the State.

This Debt Plan should be reviewed regularly with the DMP by the County Commission and from time to time as circumstances, such as during the planning of new debt issuances, rules and regulations warrant.

### **2) Designated Official**

The County Mayor and Finance Director are responsible for ensuring substantial compliance with this Debt Plan.

**RESOLUTION**

No. 2024, 04, 10

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of April, 2024.

**RESOLUTION IN REF: APPROVAL TO RENEW THE TENNESSEE CONSILDATED RETIREMENT SYSTEM EMPLOYER RATE OF 7% FOR FY 2024-2025.**

WHEREAS, the Tennessee Consolidated Retirement System (TCRS) minimum employer contribution rate remains unchanged at 6.02% for FY 2024-2025; and

WHEREAS, Hawkins County has previously set the rate at 7%;

THEREFORE, BE IT RESOLVED that approval be given to reinstate the aforementioned rate of 7% for Hawkins County's Employer Contribution Rate to the Tennessee Consolidated Retirement System for FY 2024-2025.

Introduced By Esq. Jason Roach, Chrmn. Budget Comm

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

Date Submitted 04-01-2024

*Nancy Hill*  
County Clerk

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

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

Chairman \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

No. 2024 / 04 / //

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22th day of April, 2024.

**RESOLUTION IN REF: THE BRIDGE LOCATED ON CANEY VALLEY LOOP BE NAMED THE VETERAN CHARLES M. THACKER BRIDGE**

WHEREAS, Charles M. Thacker was raised and lives in the Caney Valley community; and

WHEREAS, Charles M. Thacker served in the Army for 12 years with the 844th Engineering Group; and

WHEREAS, Charles M. Thacker served during the Desert Storm War; and

WHEREAS, Hawkins County seeks opportunities to honor veterans within our community.

**THEREFORE BE IT RESOLVED**, that the bridge located on Caney Valley Loop that is .25 mile on Caney Valley Loop after turning onto the road from Stanley Valley Rd be named The Veteran Charles M. Thacker Bridge which will be identified by a sign placed there by the Highway Department.

Introduced By Esq. Josh Gilliam

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

Date Submitted 04-8-2024

Nancy A. Davis  
County Clerk

**ACTION: AYE NAY PASS**

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

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

Absent \_\_\_\_\_

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

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

**COMMITTEE ACTION**

\_\_\_\_\_

\_\_\_\_\_

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



**Budget Amendment: General Fund**  
**County Commission Meeting**  
**Date: April 22, 2024**

Account Number	Description				
	<b>General Sessions</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
53300-322	Evaluation and Testing	4,000.00	2,500.00		6,500.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
53300-351	Rentals	1,800.00		(900.00)	900.00
53300-355	Travel	3,300.00		(1,000.00)	2,300.00
53300-499	Other Supplies and Materials	1,200.00		(600.00)	600.00
	<b>Sub-total Expenditures</b>	<b>\$ 10,300.00</b>	<b>2,500.00</b>	<b>(2,500.00)</b>	<b>10,300.00</b>
The above increase in Evaluation and Testing is to cover the increased need for more mental evaluations.					
The funding will come from transfers within the General Sessions budget. No new money.					
	<b>Airport</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
58220-335	Maint. & Repair Services-Buildings	2,300.00	1,000.00		3,300.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
58200-336	Maint. & Repair Services-Equipment	6,000.00		(1,000.00)	5,000.00
	<b>Sub-total Expenditures</b>	<b>\$ 8,300.00</b>	<b>1,000.00</b>	<b>(1,000.00)</b>	<b>8,300.00</b>
The above increase is needed to cover a more extensive repair to the roof than expected. The funding will come from a transfer within the airport budget. No new money.					
	<b>County Mayor &amp; Employee Benefits</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
51300-207	Medical Insurance	7,296.00	7,704.00		15,000.00
51300-307	Communication	1,000.00	500.00		1,500.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
58600-207	Medical Insurance	125,000.00		(7,704.00)	117,296.00
51300-524	In Service/Staff Development	1,000.00		(500.00)	500.00
	<b>Sub-total Expenditures</b>	<b>\$ 134,296.00</b>	<b>8,204.00</b>	<b>(8,204.00)</b>	<b>134,296.00</b>
The above increase in Medical Insurance is to cover the cost of change in coverage. The increase in communication is to cover under-estimated budget. Funding will come from transfers. No new money.					
	<b>Litter and Trash Collection</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
64000-338	Maint. & Repair Services-Vehicles	1,500.00	1,000.00		2,500.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
64000-425	Gasoline	7,500.00		(1,000.00)	6,500.00
	<b>Sub-total Expenditures</b>	<b>\$ 9,000.00</b>	<b>1,000.00</b>	<b>(1,000.00)</b>	<b>9,000.00</b>
The above increase is needed to repair the turbo on the litter truck. The funding will come from a transfer within the Litter & Trash Collection budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 161,896.00</b>	<b>\$ 12,704.00</b>	<b>\$ (12,704.00)</b>	<b>\$ 161,896.00</b>



**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

Resolution No. 2024/04/14

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:  
NOTARY PUBLIC APPROVAL DURING THE APRIL 22, 2024 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS ADDRESS
1. HOWARD D BOWLIN	326 OAK GROVE RD ROGERSVILLE, TN 37857	326 OAK GROVE RD (SELF-RETIRED) ROGERSVILLE, TN 37857
2. LANA S BROOKS	503 SPRINGFIELD CT CHURCH HILL, TN 37642	503 SPRINGFIELD CT (RETIRED ECU) CHURCH HILL, TN 37642
3. FRANKIE M. CALHOUN	203 GRANDVIEW ST CHURCH HILL, TN 37642	235 CARR LN (DYKE'S TRUCKING) FALL BRANCH, TN 37858
4. LEIGH ANN COLEMAN	163 RIVERBEND DR CHURCH HILL, TN 37642	166 MAIN ST (ECU) MOUNT CARMEL, TN 37645
5. LIESE LENORA CROSBY	1589 GRASSY CREEK RD ROGERSVILLE, TN 37857	1589 GRASSY CREEK RD (EXP REALTY, LLC) ROGERSVILLE, TN 37857
6. JAMES THOMAS HAMMONDS	537 CANEY CREEK RD ROGERSVILLE, TN 37857	1735 MAIN ST (TOWN OF SURGOINSVILLE) SURGOINSVILLE, TN 37873
7. DAVIDA D LLOYD	138 SIMPSON RD CHURCH HILL, TN 37642	430 RIVERPORT RD (PROFESSIONAL WELDING CO. INC) KINGSPORT, TN 37660
8. LESLIE ALICE MCCARTER	266 NINNY RIDGE RD WHITESBURG, TN 37891	122 BURTON RD (AAMCI) ROGERSVILLE, TN 37857
9. CANDACE MARSHALL	319 SUNRISE AVE CHURCH HILL, TN 37842	3616 NETHERLAND INN RD STE 1 (ROBIN DANIELS AGENCY) KINGSPORT, TN 37860
10. DANIELLE VIRGINIA PENDLETON	235 CREEK RD CHURCH HILL, TN 37642	400 CLINCHFIELD ST (KINGSPORT CITY SCHOOLS) KINGSPORT, TN 37660
11. ALESHA QUILLEN	714 OLD STAGE RD APT E CHURCH HILL, TN 37642	714 OLD STATE RD APT E (EXP REALTY) CHURCH HILL, TN 37642
12. ELAINE M S SIMS	153 LEMONS RD EIDSON, TN 37731	153 LEMONS RD (CATTAILS BOOKKEEPING SERVICES) EIDSON, TN 37731
13. HANNAH STAPLETON	219 RIDGE ST SURGOINSVILLE, TN 37873	PO BOX 1989 (EASTMAN CREDIT UNION) KINGSPORT, TN 37862
14. DEBRA D WHITE	114 HIPSHIRE HOLLOW RD ROGERSVILLE, TN 37857	7036 CARTERS VLY RD (WHITES CONCRETE CONSTRUCTION) CHURCH HILL, TN 37842
15. DONNA D WHITT	128 HAGOOD CIR MOORESBURG, TN 37811	144 FLORA FERRY RD (HAWKINS CO HWY DEPT) ROGERSVILLE, TN 37857

(Seal)

Clerk of the County of Hawkins, Tennessee

Date