

# RESOLUTION

No. 2012 11 1 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of November, 2012.

## RESOLUTION IN REF: APPOINTMENT TO THE HAWKINS COUNTY PLANNING COMMISSION

WHEREAS, the Hawkins County Planning Commission has terms that will expire November 31, 2012 and

WHEREAS, each district is to have a representative, therefore the following people are being recommended for reappointment for term ending as follows:

District 2	John Eidson	November 30, 2016
District 3	Thomas Hicks	November 30, 2016

Other Planning Commission members are:

District 4	Albert Horne	November 30, 2013
District 5	Bill Phillips	November 30, 2013
District 1	Vince Pishner	November 30, 2015
District 6	Jimmie Rhea	November 30, 2015
District 7	Jim Hageman	November 30, 2015
At Large Member	Gaye Murrell	November 30, 2015

Road Superintendent - term to correspond with respective term in office.

Non Voting Members – terms to correspond with their respective terms in office.

County Mayor

Chief Executive Officer of the County Industrial Commission

THEREFORE, BE IT RESOLVED THAT the above reference persons be appointed to the Hawkins County Planning commission with terms ending as stated

Introduced By Esq. Charlie Newton

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

Date Submitted 11-13-12

A. Carroll Jenkins  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

# RESOLUTION

No. 2012/ 11 102

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 26th day of November ,2012.

RESOLUTION IN REF:            **APPROVAL OF A HISTORICAL DISPLAY OF LAWS ON HAWKINS COUNTY  
JUSTICE CENTER PROPERTY**

Whereas, the Hawkins County Justice Center is presently devoid of any historical display of laws. Some private individuals and/or organizations have requested approval from the Hawkins County Commission to allow them to purchase, erect, install and place certain historical laws on the premises of the Hawkins County Justice Center at no cost to the County. Hawkins County believes that it would be fit and proper as a tribute to the new Hawkins County Justice Center to allow such display.

Therefore, Be It Resolved that the Hawkins County Legislative Body hereby approves the installation of historical laws on the property of the Hawkins County Justice Center including the laws of the English Magna Carta, United States Constitution, Bill of Rights, and Ten Commandments. This installation will be of no cost to Hawkins County.

Introduced By Esq. B.D. Cradic

Seconded By Esq. Fred Castle

Date Submitted 11-13-12

B. Carroll Jenkins  
County Clerk

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

Chairman Melville Bailey

ACTION:      AYE      NAY      PASSED

Roll Call      \_\_\_\_\_

Voice Vote      \_\_\_\_\_

Absent      \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

# RESOLUTION

No. 2012/ 11 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 26 day of November, 2012.

**RESOLUTION IN REF:      APPROVAL TO AMEND THE HAWKINS COUNTY, TENNESSEE  
RESOLUTION No. 2006/03/02, REGULATING DEVELOPMENT WITHIN THE  
JURISDICTION OF HAWKINS COUNTY, TENNESSEE, TO MINIMIZE  
DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN  
ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE  
PROGRAM.**

WHEREAS, the Environmental Committee met on November 9, and voted to recommend to the full commission that Hawkins County amend the Resolution No. 2006/03/02, that regulated development within the jurisdiction of Hawkins County TN to minimize danger to life and property due to flooding and to maintain eligibility for participation in the National Flood Insurance Program; and

WHEREAS, The National program has updated the Floodplain Management ordinance. The proposed new 2009 Model Floodplain Ordinance will replace the existing 2006 Model previously adopted.

NOW, THEREFORE BE IT RESOLVED that approval be given to adopt the 2009 National Flood Insurance Program regulations as per the attached resolution.

SEE ATTACHED RESOLUTION .....

"HAWKINS COUNTY FLOOD PREVENTION RESOLUTION"

Introduced by Esq. Shane Bailey, Chrmn: Env/Parks Comm

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

Date Submitted 11-13-12

A. Canoll Jenkins  
COUNTY CLERK

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

CHAIRMAN Melville Bailey

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent    \_\_\_\_\_

COMMITTEE ACTION

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

RESOLUTION NO. \_\_\_\_\_

**HAWKINS COUNTY FLOOD DAMAGE PREVENTION RESOLUTION**

**A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE HAWKINS COUNTY, TENNESSEE RESOLUTION REGULATING DEVELOPMENT WITHIN THE JURISDICTION OF HAWKINS COUNTY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.**

**ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

**Section A. Statutory Authorization**

The Legislature of the State of Tennessee has in Sections 13-7-101 through 13-7-115, Tennessee Code Annotated delegated the responsibility to the county legislative body to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Board of County Commissioners of Hawkins County, Tennessee, do resolve as follows:

**Section B. Findings of Fact**

1. The Hawkins County, Tennessee, Board of County Commissioners wish to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of Hawkins County, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

**Section C. Statement of Purpose**

It is the purpose of this Resolution to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Resolution is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

#### **Section D. Objectives**

The objectives of this Resolution are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

#### **ARTICLE II. DEFINITIONS**

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted as to give them the meaning they have in common usage and to give this Resolution its most reasonable application given its stated purpose and objectives.

**"Accessory Structure"** means a subordinate structure to the principal structure on the same lot and, for the purpose of this Resolution, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

**"Addition (to an existing building)"** means any walled and roofed expansion to the perimeter or height of a building.

**"Appeal"** means a request for a review of the local enforcement officer's interpretation of any provision of this Resolution or a request for a variance.

**"Area of Shallow Flooding"** means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**"Area of Special Flood-related Erosion Hazard"** is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

**"Area of Special Flood Hazard"** see **"Special Flood Hazard Area"**.

**"Base Flood"** means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

**"Base Flood Elevation (BFE)"** The elevation of surface water resulting from a flood that has a 1 percent chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE.

**"Basement"** means any portion of a building having its floor subgrade (below ground level) on all sides.

**"Building"** see **"Structure"**.

**"Development"** means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

**"Elevated Building"** means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

**"Emergency Flood Insurance Program"** or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended

as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

**"Erosion"** means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

**"Exception"** means a waiver from the provisions of this Resolution which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Resolution.

**"Existing Construction"** means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or resolution adopted by the community as a basis for that community's participation in the NFIP.

**"Existing Structures"** see **"Existing Construction"**.

**"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

**"Flood Elevation Determination"** means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**"Flood Elevation Study" means** an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

**"Flood Hazard Boundary Map (FHBM)"** means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

**"Flood Insurance Rate Map (FIRM)"** means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

**"Flood Insurance Study"** is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

**"Floodplain"** or **"Floodprone Area"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

**"Floodplain Management"** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

**"Flood Protection System"** means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

**"Floodproofing"** means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

**"Flood-related Erosion"** means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

**"Flood-related Erosion Area"** or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

**"Flood-related Erosion Area Management"** means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

**"Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

**"Functionally Dependent Use"** means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

**"Highest Adjacent Grade"** means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.



**"Historic Structure"** means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the **Hawkins** County, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior or
  - b. Directly by the Secretary of the Interior.

**"Levee"** means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

**"Levee System"** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

**"Lowest Floor"** means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Resolution.

**"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

**"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**"Map"** means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

**"Mean Sea Level"** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Resolution, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of

1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

**"National Geodetic Vertical Datum (NGVD)"** means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"New Construction"** means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Resolution and includes any subsequent improvements to such structure.

**"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this resolution or the effective date of the initial floodplain management resolution and includes any subsequent improvements to such structure.

**"North American Vertical Datum (NAVD)"** means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

**"100-year Flood"** see **"Base Flood"**.

**"Person"** includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

**"Reasonably Safe from Flooding"** means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

**"Recreational Vehicle"** means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**"Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**"Riverine"** means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**"Special Flood Hazard Area"** is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

**"Special Hazard Area"** means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

**"Start of Construction"** includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**"State Coordinating Agency"** the Tennessee Department of Economic and Community Development's, Local Planning Assistance Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

**"Structure"** for purposes of this Resolution, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

**"Substantial Improvement"** means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**"Substantially Improved Existing Manufactured Home Parks or Subdivisions"** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**"Variance"** is a grant of relief from the requirements of this Resolution.

**"Violation"** means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the

elevation certificate, other certification, or other evidence of compliance required in this Resolution is presumed to be in violation until such time as that documentation is provided.

**"Water Surface Elevation"** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

### **ARTICLE III.      GENERAL PROVISIONS**

#### **Section A.      Application**

This Resolution shall apply to all areas within the unincorporated area of **Hawkins** County, Tennessee.

#### **Section B.      Basis for Establishing the Areas of Special Flood Hazard**

The Areas of Special Flood Hazard identified on the **Hawkins** County, Tennessee, Federal Emergency Management Agency, Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47073C0025D<sup>1</sup>, 47073C0050D<sup>1</sup>, 47073C0075D<sup>1</sup>, 47073C0080D<sup>1</sup>, 47073C0085D, 47073C0090D<sup>1</sup>, 47073C0095D, 47073C0105D<sup>1</sup>, 47073C0110D, 47073C0115D, 47073C0120D, 47073C0130D, 47073C0140D, 47073C0175D<sup>1</sup>, 47073C0180D<sup>1</sup>, 47073C0185D<sup>1</sup>, 47073C0190D, 47073C0195D, 47073C0205D<sup>1</sup>, 47073C0210D<sup>1</sup>, 47073C0215D, 47073C0216D, 47073C0217D, 47073C0218D, 47073C0219D, 47073C0230D, 47073C0235D, 47073C0236D, 47073C0237D, 47073C0238D, 47073C0239D, 47073C0245D, 47073C0255D, 47073C0260D, 47073C0265D, 47073C0270D<sup>1</sup>, 47073C0280D, 47073C0285D, 47073C0290D<sup>1</sup>, 47073C0295D<sup>1</sup>, 47073C0310D, 47073C0320D, 47073C0330D, 47073C0335D, 47073C0340D, 47073C0345D, 47073C0355D, 47073C0360D, 47073C0365D, 47073C0370D, 47073C0380D, 47073C0385D<sup>1</sup>, 47073C0390D<sup>1</sup>, 47073C0395D<sup>1</sup>, 47073C0425D<sup>1</sup>, 47073C0430D, 47073C0435D<sup>1</sup>, dated **July 3, 2006**, along with all supporting technical data, are adopted by reference and declared to be a part of this Resolution.

[<sup>1</sup> Panel not printed – no special flood hazard areas.]

#### **Section C.      Requirement for Development Permit**

A development permit shall be required in conformity with this Resolution prior to the commencement of any development activities.

#### **Section D.      Compliance**

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Resolution and other applicable regulations.

#### **Section E.      Abrogation and Greater Restrictions**

This Resolution is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Resolution conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

## **Section F.     Interpretation**

In the interpretation and application of this Resolution, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

## **Section G.     Warning and Disclaimer of Liability**

The degree of flood protection required by this Resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Resolution does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Resolution shall not create liability on the part of Hawkins County, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Resolution or any administrative decision lawfully made hereunder.

## **Section H.     Penalties for Violation**

Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this resolution or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Hawkins County, Tennessee from taking such other lawful actions to prevent or remedy any violation.

## **ARTICLE IV.     ADMINISTRATION**

### **Section A.     Designation of Resolution Administrator**

The Director of the Hawkins County Emergency Management Agency or his/her designee is hereby appointed as the Administrator to implement the provisions of this Resolution.

### **Section B.     Permit Procedures**

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1.     Application stage
  - a.     Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.

- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Resolution.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

**Section C. Duties and Responsibilities of the Administrator**

Duties of the Administrator shall include, but not be limited to, the following:

- 1. Review all development permits to assure that the permit requirements of this Resolution have been satisfied, and that proposed building sites will be reasonably safe from flooding.

2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Resolution.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the Hawkins County, Tennessee FIRM meet the requirements of this Resolution.
11. Maintain all records pertaining to the provisions of this Resolution in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Resolution shall be maintained in a separate file or marked for expedited retrieval within combined files.

## **ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **Section A. General Standards**

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Resolution, shall meet the requirements of "new construction" as contained in this Resolution;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Resolution, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;



14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

## **Section B. Specific Standards**

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

### **1. Residential Structures**

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

### **2. Non-Residential Structures**

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered

professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
  - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
  - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
  - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
  - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
  - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced

piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).

- c. Any manufactured home, which has incurred "substantial damage" as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
  - 1) Be on the site for fewer than 180 consecutive days;
  - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
  - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

**Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment

in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed encroachments or new development shall not result in any increase in the water surface elevation of the Base Flood Elevation, velocities, or floodway widths during the occurrence of a base flood discharge at any point within the community. A Tennessee registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for Hawkins County, Tennessee and certification, thereof.
2. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. No encroachments, including fill material, new construction and substantial improvements shall be located within areas of special flood hazard, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
2. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B.

**Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)**

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other

development in approximate A Zones meet the requirements of Article V, Sections A and B.

2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within Hawkins County, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

#### **Section F.     Standards For Areas of Shallow Flooding (AO and AH Zones)**

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to those set forth in Article V, Sections A and B, apply:

1. All new construction and substantial improvements of residential and non-residential buildings shall have the lowest floor, including basement, elevated to at least one (1) foot above as many feet as the depth number specified on the FIRM's, in feet, above the highest adjacent grade. If no flood depth number is specified on the FIRM, the lowest floor, including basement, shall be elevated to at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Article V, Section B.

2. All new construction and substantial improvements of non-residential buildings may be floodproofed in lieu of elevation. The structure together with attendant utility and sanitary facilities must be floodproofed and designed watertight to be completely floodproofed to at least one (1) foot above the flood depth number specified on the FIRM, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If no depth number is specified on the FIRM, the structure shall be floodproofed to at least three (3) feet above the highest adjacent grade. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Resolution and shall provide such certification to the Administrator as set forth above and as required in accordance with Article IV, Section B.
3. Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.

**Section G. Standards For Areas Protected by Flood Protection System (A-99 Zones)**

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

**Section H. Standards for Unmapped Streams**

Located within Hawkins County, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.

## ARTICLE VI. VARIANCE PROCEDURES

### Section A. Board of Appeals

#### 1. Authority

The **Hawkins County, Tennessee Board of Appeals** shall hear and decide appeals and requests for variances from the requirements of this Resolution.

#### 2. Procedure

Meetings of the **Board of Appeals** shall be held at such times, as the Board shall determine. All meetings of the **Board of Appeals** shall be open to the public. The **Board of Appeals** shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the **Board of Appeals** shall be set by the Legislative Body.

#### 3. Appeals: How Taken

An appeal to the **Board of Appeals** may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Resolution. Such appeal shall be taken by filing with the **Board of Appeals** a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of (\$50.00) fifty dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Board of Appeals all papers constituting the record upon which the appeal action was taken. The Board of Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than **seven (7)** days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

#### 4. Powers

The **Board of Appeals** shall have the following powers:

##### a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Resolution.

##### b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The Hawkins County, Tennessee **Board of Appeals** shall hear and decide appeals and requests for variances from the requirements of this Resolution.

- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Resolution to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Board of Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Resolution, and:
  - a) The danger that materials may be swept onto other property to the injury of others;
  - b) The danger to life and property due to flooding or erosion;
  - c) The susceptibility of the proposed facility and its contents to flood damage;
  - d) The importance of the services provided by the proposed facility to the community;
  - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
  - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
  - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Resolution, the **Board of Appeals** may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Resolution.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.



**Section B.     Conditions for Variances**

1.     Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
2.     Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Resolutions.
3.     Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
4.     The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

**ARTICLE VII.     LEGAL STATUS PROVISIONS**

**Section A.     Conflict with Other Resolutions**

In case of conflict between this Resolution or any part thereof, and the whole or part of any existing or future Resolution of Hawkins County, Tennessee, the most restrictive shall in all cases apply.

**Section B.     Severability**

If any section, clause, provision, or portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Resolution which is not of itself invalid or unconstitutional.

**Section C.     Effective Date**

This Resolution shall become effective immediately after its passage, the public welfare demanding it.

Recommended by the Hawkins County, Tennessee Regional Planning Commission.

February 23, 2012

Approved and adopted by the Hawkins County, Tennessee, Board of County Commissioners.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of Hawkins County, Tennessee

Attest: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date of Public Hearing

\_\_\_\_\_  
Date of Publication of  
Caption and Summary

# RESOLUTION

No. 2012 11 104

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of November, 2012.

**RESOLUTION IN REF: APPROVAL TO ACCEPT A GRANT FROM THE DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION, IN THE AMOUNT OF \$893,000 WITH A \$47,000 LOCAL MATCH TO BE USED AT THE HAWKINS COUNTY AIRPORT FOR RUNWAY REHABILITATION AND LINE OF SIGHT CORRECTION, AIRFIELD DRAINAGE IMPROVEMENTS AND FUEL FARM SELF-SERVICE PAYMENT SYSTEM.**

WHEREAS, THE Hawkins County Airport committee met on August 9, 2012 and approved a motion to request from the Department of Transportation, Aeronautics Division, a 95/5% matching grant for improvements to the Hawkins County Airport, which will consist of 1) Runway Rehabilitation and Line of Sight Correction, 2) Airfield Drainage Improvements, and 3) the purchase a Fuel Farm Self-Service Payment System; and

WHEREAS, the Aeronautics Division has approved the request and the contract is attached. Also attached are the minutes from the August 9, Airport Committee meeting; and

WHEREAS, said grant is in the amount of \$893,000 from the State that are State and Federal funds, with a local match of \$47,000, of which is in the Fiscal Year 2012-13 budget that was approved by the Board of Commissioners, thus making the total grant amount \$940,000; and

WHEREAS, although the grant period is from October 24, 2012 until October 23, 2017, no expense may occur until after the Hawkins County Mayor and Legal Council, both sign the contract document and returns it to Nashville for the signature of the Commissioner of Transportation and then it is returned to Hawkins County.

THEREFORE, BE IT RESOLVED that acceptance of said grant is approved and that the County Mayor is also given approval to sign all documents required for this project.

Introduced By Esq. Stacy Vaughan, Chrmn Airport Comm

Seconded By Esq. \_

Date Submitted 11-13-12

A. Canoll Jenkins  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_



## GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

<b>Begin Date</b> 10/24/2012	<b>End Date</b> 10/23/2017	<b>Agency Tracking #</b> 40100-04913	<b>Edison ID</b> 30940		
<b>Contractor Legal Entity Name</b> Hawkins County			<b>Edison Vendor ID</b> 2861-9		
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> 20.106			
<b>Service Caption (one line only)</b> R/W Overlay, Drainage Improvements, Fueling System					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2013	\$47,000.00	\$846,000.00		\$47,000.00	\$940,000.00
<b>TOTAL:</b>	<b>\$47,000.00</b>	<b>\$846,000.00</b>		<b>\$47,000.00</b>	<b>\$940,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<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.			<b>OCR USE - GG</b>		
<b>Speed Chart (optional)</b>					
<b>Account Code (optional)</b> 71301					

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
HAWKINS COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Hawkins County, hereinafter referred to as the "Grantee," is for the provision of an airport improvement project, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID: **2861-9**

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the state shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the cost of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment One) incorporated to elaborate supplementary scope of services specifications.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning **October 24, 2012**, and ending on **October 23, 2017**. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **NINE HUNDRED FORTY THOUSAND DOLLARS AND NO CENTS (\$940,000.00)**. The Grant Budget, attached and incorporated hereto as Attachment Two, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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:

Department of Transportation-Aeronautics Division  
P.O. Box 17326  
607 Hangar Lane, Bldg. 4219  
Nashville, TN 37217  
OR  
Scanned and E-Mailed to:  
[Aero.pymts@tn.gov](mailto:Aero.pymts@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 Transportation-Aeronautics Division.
  - (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, and/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. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. 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 and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- c. 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.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
- e. The Grantee must close out its accounting records at the end of the contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 contract period.
- 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 matter in relation thereto. 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. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
  - a. The Grantee shall complete, sign, and present 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 said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) 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 such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- 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, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Belinda Hampton, GA III  
TN Department of Transportation-Aeronautics Division  
P.O. Box 17326  
Nashville, TN 37217  
Telephone: 615-741-3208  
FAX: 615-741-4959  
[belinda.hampton@tn.gov](mailto:belinda.hampton@tn.gov)

The Grantee Contact:

Martha Wallace  
Hawkins County  
150 Washington Street  
Rogersville, TN 37857  
Telephone: 423-272-7359  
Fax: 423-272-1867  
Email: [martha.wallace@hawkinscountymayor.com](mailto:martha.wallace@hawkinscountymayor.com)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a

reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.5. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.6. 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 offense 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.

- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.



- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.8. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State by one of the following optional methods:

- (1) Check.
- (2) Local government investment pool.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.9. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.10. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.11. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website or [www.tdot.state.tn.us/aeronautics](http://www.tdot.state.tn.us/aeronautics)

**IN WITNESS WHEREOF,**

**HAWKINS COUNTY:**

---

**GRANTEE SIGNATURE**

**DATE**

**MELVILLE BAILEY, COUNTY MAYOR**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

---

**GRANTEE'S LEGAL COUNSEL**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

---

**JOHN C. SCHROER, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

# **ATTACHMENT ONE FUNDING REQUEST**



## Hawkins County Board of Commissioners

150 E. Washington Street, Suite 2  
Rogersville, Tennessee 37857

ATTACHMENT ONE

Telephone: (423)272-7359

Fax: (423)272-1867

Melville Bailey  
County Mayor

August 10, 2012

Mr. William B. Orellana, Director  
Tennessee Department of Transportation  
Aeronautics Division  
Post Office Box 17326  
Nashville, Tennessee 37217

*WBO/ML*

Dear Mr. Orellana:

The County of Hawkins hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$893,000.00 for improvements at the Hawkins County Airport. The requested improvements include:

1. Runway Rehabilitation and Line of Sight Correction
2. Airfield Drainage Improvements
3. Fuel Farm Self-Service Payment System

Attached is a completed application for State financial assistance for the proposed improvements. This request includes Federal assistance (Vision 100) in the amount of \$650,000.00 and State assistance in the amount of \$243,000.00.

We have available the necessary funds for the local share of the proposed improvements. I am authorized to provide additional information or assurances associated with this request.

It should also be noted that it is in our short-term plan to purchase land and build additional T-Hangars at our airport. Because of this plan, we respectfully request State assistance (\$243,000.00) for the runway and drainage improvements cited above.

Please let me know if you have any questions or need additional information.

Yours very truly,

*Melville Bailey*

Melville Bailey  
Hawkins County Mayor

# Application for Funding Assistance ATTACHMENT ONE

## 1. APPLICANT INFORMATION

DATE: 10AUG12

Airport Hawkins County Airport (RVN)

Applicant Hawkins County, TN

Contact Person: Mayor Melville Bailey

Phone (423) 272-7359

## 2. PROJECT DESCRIPTION:

Runway maintenance overlay that may include some full depth reconstruction in the middle portion in order to regrade the runway profile to within line of sight (LOS) safety criteria. Additionally, drainage improvements will be installed to rectify some problems with runoff onto neighboring properties. Finally, the installation of a self-service payment system for the existing fuel farm tanks will allow convenient fuel sales at all hours. The above description includes professional services (design, bidding, construction phase services) as well as the estimated construction cost.

## 3. EXPLANATION OF NEED:

On a recent site visit, our engineer as well as our TAD operations specialist observed cracking on our runway. Additionally, it was observed that Line of Sight (LOS) cannot be maintained from one end of the runway to the other. Untreated, the cracks will continue to grow and possibly compromise the underlying subgrade. Due to the age of the pavements and the need to correct the LOS issue, it has been recommended that an overlay with some full depth grade correction be undertaken. It has also been noted that water runoff in recent years has flooded neighboring properties on multiple occasions. Our intent is to study the cause of the runoff problems and correct them with a drainage solution. Finally, the County desires to sell fuel from the airport's existing tanks. In order to stay competitive with other facilities in our region, it has been recommended that a self-service fuel payment system be installed that will allow patrons expanded hours of operation as well as the convenience of the card swipe system.

## 4. ESTIMATED COST:

(attach itemized cost estimate)

State \$ 243,000.00 (26%)

Local \$ 47,000.00 (5%)

Federal \$ 650,000.00 (69%)

Total \$ 940,000.00 (100 %)

## 5. COMMENTS:

### TDOT USE ONLY

TDOT USE ONLY

Staff Recommended: Date: 9/18/12  
Approved: \_\_\_\_\_ Disapprove: \_\_\_\_\_  
Deferred: \_\_\_\_\_ Date: \_\_\_\_\_  
Refer to T.A.C.: ✓ [Signature]

### AERONAUTICS COMMISSION

Recommended: [Signature]  
Not Recommended: \_\_\_\_\_  
Date: 9/21/12

# **ATTACHMENT ONE FUNDING REQUEST LETTER**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**  
SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0349  
(615) 741-2848

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

October 23, 2012

The Honorable Melville Bailey  
Mayor, Hawkins County  
150 E. Washington Street, Suite 2  
Rogersville, TN 37857

Dear Mayor Bailey:

I am pleased to advise you that your recent request for funding for the Hawkins County Airport has been approved by the Tennessee Department of Transportation.

A grant totaling \$940,000 has been approved for runway overlay, drainage improvements, and fueling system, as itemized in your request. Of this estimated project total, 5% will be the responsibility of Hawkins County.

With this approval, the Aeronautics Division has prepared the enclosed contract. You have 60 days from the date of this letter to return it to us signed, and with your local share. Please remember that no costs may be incurred prior to an executed contract.

We are pleased to have been able to assist in providing funding for this airport improvement project. *Our general aviation facilities are critical to the economic development of communities across the state, and we look forward to continuing our joint efforts to ensure their successful operation.*

Sincerely,

A handwritten signature in black ink, appearing to read "JCS", with a long horizontal line extending to the right.

John C. Schroer  
Commissioner

Enclosure  
JCS:WBO/dm  
TAC: 9/21/2012

xc: Mark & Rebecca Finley, Airport Managers  
William B. Orellana, Aeronautics Director



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**AERONAUTICS DIVISION**  
607 HANGAR LANE  
P. O. BOX 17326  
NASHVILLE, TENNESSEE 37217  
(615) 741-3208

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

October 29, 2012

Honorable Melville Bailey  
Hawkins County  
150 Washington Street  
Rogersville, TN 37857

Re: R/W Overlay, Drainage Improvements & Fueling System  
TAD Project No: 37-555-0117-04  
Contract No: AERO-13-186-00  
Federal No: 3-47-SBGP-44

Dear Mayor Bailey:

Enclosed is the contract for the above-mentioned subject. Please sign and obtain an attorney signature and return the document to this office for further processing.

In accordance with Section E.8. of the contract, a local deposit is required in the amount of \$47,000.00. Make your check payable to the Tennessee Department of Transportation and mail the check to:

TDOT Finance Division  
C/o Rodney Tanner  
505 Deadrick Street  
Suite 800, James K. Polk Building  
Nashville, TN 37243-0329

Please return this contract in a timely manner so that we may provide you with the necessary documentation for this important project.

If you have any questions, please give me a call at 615-741-3208.

Sincerely,



Belinda Hampton  
Grants Analyst 3

Enclosure (1)



## ATTACHMENT TWO

Page 1

GRANT BUDGET				
Hawkins County – RW Overlay, Drainage Improvements & Fueling System			AERO-13-186-00	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: October 24, 2012			END: October 23, 2017	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$893,000.00	\$47,000.00	\$940,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$893,000.00	\$47,000.00	\$940,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
R/W Overlay, Drainage Improvements, Fueling System	\$940,000.00
<b>TOTAL</b>	<b>\$940,000.00</b>

Project Breakdown:      Grant #44 90% \$846,000.00  
                                 State      5% \$ 47,000.00  
                                 Local      5% \$ 47,000.00  
                                 100% \$940,000.00

# MINUTES

## HAWKINS COUNTY AIRPORT COMMITTEE

August 9, 2012

**MEMBERS PRESENT:** B. D. Cradic, Gary Hicks, Linda Kimbro, John Metz, Lynn Short  
Stacy Vaughan, and Syble Vaughan-Trent

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** County Mayor Melville Bailey, Alana Roberts, County Mayor staff; Dave Moore; Jeff Hesoun; Charles Boykin; Jeff Jackson; Lisa Hughes; Mike Hughes; Mike Hathaway; James Summers; Greg Marlow; Dennis Anderson; Cary Barton; Mike Allen, Jr.; David Crockett; Gene Jackson; Chuck Hoskins, Tennessee Aeronautics Division; County Commissioner Hubert Neal; Jeff Pike, LPA Group; Mark Finley, FBO Hawkins County Airport; Carolyn Elder, Hawkins Today, Bill Grubb, Rogersville Review

### CALL TO ORDER:

Chairman Vaughan called the meeting to order at 11:00 a.m. It was noted that all members were present representing the appropriate number of members for a quorum.

### APPROVAL OF MINUTES:

The July 23, 2012 minutes will be approved at the next meeting.

### ORDER OF BUSINESS:

#### (a) NON-PRIMARY ENTITLEMENT GRANT FUNDS:

Chuck Hoskins with the Tennessee Department of Transportation, Aeronautics Division reviewed the Aeronautics guidelines on use of Non-Primary Entitlement Grant Funds from the July 23, 2012 Airport Committee meeting. The primary purpose of the Non-Primary Entitlement grants are to support airport improvement projects to enhance airport safety, preserve infrastructure and meet FAA airport design standards. Beginning July 1, 2012 individual airports are only allowed to "bank" four (4) years of Non-Primary Entitlement funds. For those with more than four (4) years accumulated, the airport may request project approval using all available funds (or the excess above four (4) years apportionment).

A scheduled plan must be presented to the TAD by August 17, 2012 for presentation to the State by September 1, 2012 or any excess funding will revert to the FAA for prioritization and management. The Hawkins County Airport's carry forward Non-Primary Entitlement total in any year cannot exceed four (4) years or \$600,000. Annually, all funds older than four (4) years will be subject to recall.

The Non-Primary Entitlements are now 95%/5% match and can be used for re-surfacing the runway/taxiways/parking lots; installing self-service fueling system and hangar construction.

As a result of that meeting Jeff Pike with Baker/LPA Group prepared the following cost estimates for runway improvements and drainage improvements:

- (1) Runway Overlay with Drainage Improvements to include construction cost, professional services and contingency at \$650,000. The County's matching share would be five percent (5%) or \$32,500.

**OR**

- (2) Runway Overlay with Drainage Improvement AND Line-of-Sight-Correction to include construction cost, professional services and 10% contingency at \$925,000. The County's matching share would be five percent (5%) or \$46,250.

It has been determined that there is a Line-Of-Sight issue that makes it also a Safety issue; therefore, TAD Hoskins recommends Option 2. The line-of-sight issue is that from a certain point in the runway a pilot cannot see an approaching plane coming in the opposite direction, thus making it necessary to lower the middle of the runway to correct the line-of-sight issue.

A drainage issue is affecting nearby homes, and became a problem after Homeland Security required security fencing. The fencing installation required some grading that resulted in run-off to private homes.

TAD Hoskins also indicated that Non-Primary Entitlement Grant funds can be used to purchase self-service fuel equipment. Several users of the Hawkins County Airport support the purchase of this equipment and indicated that transient traffic will be the primary users. Having a fueling station available will help keep the tax dollars in Hawkins County rather than the need to fuel in other locations and the tax dollars going to other counties and/or states.

After a general discussion, a MOTION was made by Commissioner Vaughan-Trent and seconded by Commissioner Kimbro to request Non-Primary Entitlement Grant funds for the purpose of Runway Overlay with Drainage Improvement and Line-Of-Sight Correction, and purchase of self-service fuel equipment. Motion passed unanimously.

#### (b) AIRPORT SAFETY ZONE

Grant funds are in place for the purchase of property to meet the Airport Safety Zone requirements. At this time there are three property owners involved in the purchase. The necessary documents are in place from one property owner to allow the property to be surveyed. Two of the property owners have not signed their documents for this permission.

Property owner Cary Barton attended this meeting and indicated she needed clarification of the documents she and Mr. Barton were asked to sign. TAD Hoskins reviewed the documents and agreed to edit the documents to make them more defined and to include the property owners request that no equipment other than personnel and survey equipment shall be allowed on said property, and the owner

shall be given 48 hours notice prior to arrival. When the edited documents are prepared Mrs. Barton indicated they would sign them.

FBO Mark Finley reported that he is scheduled to meet with Mark Skelton on August 10, 2012 to discuss the signing of his documents.

(b) **FLAG POLE AND LIGHTING**

At the July 23, 2012 meeting a request was made to have a flag pole installed in order to fly the United States flag. After a general discussion, FBO Mark Finley was asked to obtain cost estimates for the flag pole and proper lighting.

**ADJOURN:**

There being no further business to be considered by the committee at this time, a MOTION was made by Commissioner Cradic and seconded by Commissioner Vaughan-Trent to adjourn. Meeting adjourned at 12:09 p.m.

---

Alana M. Roberts, Recording Secretary

# RESOLUTION

No. 2012 / 11 / 05

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26<sup>th</sup> day of November 2012.

## RESOLUTION IN REF: APPROVAL OF THIRD DISTRICT CONSTABLE BOND

WHEREAS, Jerry L. Matlock was appointed to fill the vacant constable seat in the third district as a result of the resignation of Kevin Johnson; and

WHEREAS, Jerry L. Matlock's original bond was approved by Hawkins County Commission on December 20, 2011, and was to expire November 30, 2012; and

WHEREAS, Jerry L. Matlock was elected August 2, 2012, to fill the remainder of the Third District Constable term ending August 31, 2014; and

WHEREAS, as required by Tennessee Code Annotated, the statutory bond must be approved by County Commission and must be between \$4000- \$8000 with term ending August 30, 2014; and

WHEREAS, the attached bond is for the following:

Constable – Third District - Jerry L. Matlock \$8,000

Bond effective dates - November 30, 2012 - November 30, 2014.

(Bond reflects November 30, 2014 as ending date, which is beyond the term of the seat.)

THEREFORE BE IT RESOLVED THAT THE aforementioned bond be approved by Hawkins County Board of Commissioners.

Introduced By Esq. Gary Hicks

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

Date Submitted 11-13-12

A. Carroll Jenkins  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

SURETY'S BOND NO. 61212547

STATE BOND FORM  
COB-7(82)

STATE OF TENNESSEE  
COUNTY OF Hawkins  
OFFICIAL STATUTORY BOND  
FOR  
COUNTY PUBLIC OFFICIALS  
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Jerry L. Matlock  
of Surgoinsville (City or Town), County  
of Hawkins Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Eight Thousand and  
00/100 Dollars (\$ 8,000.00)  
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,  
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly \_\_\_\_\_ elected X appointed to the office of Constable  
of and for Hawkins County for the (2) year term beginning on the 30th day of  
November, 2012 and ending on the 30th day of November, 2014

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Jerry L. Matlock, Principal, shall:

1. Faithfully perform the duties of the office of Constable of Hawkins  
County during his term of office or his continuance therein; and  
2. Pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his  
hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all  
records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from  
office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be  
null and void, otherwise to remain in full force and effect.

WITNESS my hands and seals this 2nd day of November, 2012

WITNESS — ATTEST:

Jeresa McPherson

PRINCIPAL:

Jerry L. Matlock

SURETY:

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

WESTERN SURETY COMPANY

by:

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF Hawkins

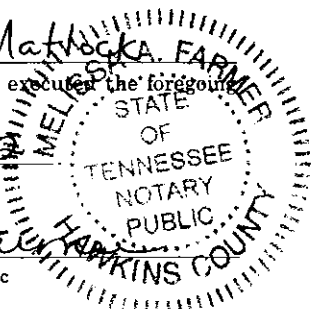
Before me, a Notary Public, of the State and County aforesaid, personally appeared Jerry L. Matlock  
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing  
bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 7th day of November, 2012

My Commission Expires:

January 31, 2016

Melissa A. Farmer  
Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota

COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 2nd day of November 2012.

My Commission Expires:

February 12, 2015



*S. EICH*  
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by \_\_\_\_\_, County Executive  
of \_\_\_\_\_ County, on this \_\_\_\_\_ day of \_\_\_\_\_.

Signed:

\_\_\_\_\_  
County Executive

CERTIFICATION:

I, \_\_\_\_\_, County Clerk of \_\_\_\_\_ County,  
hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the \_\_\_\_\_  
day of \_\_\_\_\_, and entered upon the minutes thereof.

Signed:

\_\_\_\_\_  
County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the \_\_\_\_\_ Chancery \_\_\_\_\_ Circuit Court of and for said County  
on this \_\_\_\_\_ day of \_\_\_\_\_.

SECTION III. (Applicable to all County Officials' Bonds)

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

WESTERN SURETY COMPANY  
101 South Phillips Ave.  
Sioux Falls, SD 57104  
605-336-0850



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CONSTABLE COUNTY OF HAWKINS

bond with bond number 61212547

for JERRY L. MATLOCK

as Principal in the penalty amount not to exceed: \$8,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 2nd day of November,  
2012.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

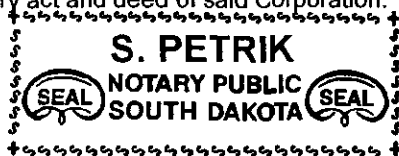
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss



On this 2nd day of November, 2012, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public



TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF  
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS  
26TH DAY OF NOBEMBER, 2012.

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

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget			Amended Budget
	<b>REGISTER OF DEEDS, COUNTY BUILDINGS, TRUSTEE AND EMPLOYEE BENEFITS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51600-207	Medical Insurance	16,325.00	9,300.00		25,625.00
51800-207	Medical Insurance	36,500.00	4,500.00		41,000.00
52400-207	Medical Insurance	5,325.00	4,400.00		9,725.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
58600-207	Medical Insurance	150,000.00		(18,200.00)	131,800.00
	<b>Sub-total</b>	<b>\$ 208,150.00</b>	<b>\$ 18,200.00</b>	<b>\$ (18,200.00)</b>	<b>\$ 208,150.00</b>
The increase in Medical Insurance is needed due to current employees coming on to the County's insurance or changing insurance coverage after the budget was prepared.					
Funding will come from a transfer within the Employee Benefits budget.					
	<b>COUNTY BUILDINGS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51800-337	Maintenance & Repair Serv-Office Equip	700.00	200.00		900.00
51800-435	Office Supplies	100.00	200.00		300.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
51800-446	Small Tools	2,000.00		(200.00)	1,800.00
51800-499	Other Supplies and Materials	13,000.00		(200.00)	12,800.00
	<b>Sub-total</b>	<b>\$ 15,800.00</b>	<b>\$ 400.00</b>	<b>\$ (400.00)</b>	<b>\$ 15,800.00</b>
The above increases are needed due to these line-items being under-estimated.					
Funding will come from transfers within the County Buildings budget.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 223,950.00</b>	<b>\$ 18,600.00</b>	<b>\$ (18,600.00)</b>	<b>\$ 223,950.00</b>
	<b>Page Totals- Revenues</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

INTRODUCED BY: Gary Hicks, Chrmn Budget Committee

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

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

PAID FROM \_\_\_\_\_ FUND \_\_\_\_\_

ACTION: AYE NAY

DATE SUBMITTED 11-13-12

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

COUNTY CLERK: A. CARROLL JENKINS

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

BY: A. Carroll Jenkins

ABSENT \_\_\_\_\_

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

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

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

Melville Bailey  
MELVILLE BAILEY

Account Number	Description				
	<b>SHERIFF'S DEPARTMENT</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54110-336	Maintenance & Repair Serv-Equipment	500.00	2,000.00		2,500.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54110-338	Maintenance & Repair Serv-Vehicles	75,000.00		(2,000.00)	73,000.00
	<b>Sub-total</b>	<b>\$ 75,500.00</b>	<b>\$ 2,000.00</b>	<b>\$ (2,000.00)</b>	<b>\$ 75,500.00</b>
The above increase is needed to cover the cost of computer maintenance and repairs to hand-held radios.					
Funding will come from a transfer within the Sheriff's Department budget.					
	<b>JAIL</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
54210-790	Other Equipment	500.00	500.00		1,000.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
54210-499	Other Supplies & Materials	20,000.00		(500.00)	19,500.00
	<b>Sub-total</b>	<b>\$ 20,500.00</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ 20,500.00</b>
The above increase is needed to purchase weed eaters and other equipment to be used by inmates for the day work program.					
Funding will come from a transfer within the Jail budget.					
	<b>PARKS AND FAIR BOARDS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
56700-410	Custodial Supplies	1,500.00	550.00		2,050.00
56700-499	Other Supplies & Materials	6,700.00	205.00		6,905.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
56700-799	Other Capital Outlay	15,000.00		(550.00)	14,450.00
	<b>Sub-total Expenditures</b>	<b>\$ 23,200.00</b>	<b>\$ 755.00</b>	<b>\$ (550.00)</b>	<b>\$ 23,405.00</b>
	<b>Increase Revenue</b>		<b>Increase</b>		
44570	Contributions and Gifts	0.00	205.00		205.00
	<b>Sub-total Revenue</b>	<b>\$ 0.00</b>	<b>\$ 205.00</b>	<b>\$ 0.00</b>	<b>\$ 205.00</b>
The increase in Custodial Supplies is needed due to this line-item being under-estimated. The increase in Other Supplies and Materials is needed to budget the Contributions received for Trunk or Treat at Laurel Run Park.					
Funding will come from a transfer within the Parks and Fair Boards budget and from Contributions.					
	<b>INDUSTRIAL DEVELOPMENT AND UNASSIGNED FUND BALANCE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase</b>		<b>Increase</b>		
39000	Unassigned Fund Balance	2,157,731.00	250.00		2,157,981.00
58120-707	Building Improvements	0.00	250.00		250.00
	<b>Decrease</b>			<b>Decrease</b>	
34120	Prior Year Encumbrances	148,614.00		(250.00)	148,364.00
39000	Unassigned Fund Balance	2,157,981.00		(250.00)	2,157,731.00
	<b>Sub-total</b>	<b>\$ 4,464,326.00</b>	<b>\$ 500.00</b>	<b>\$ (500.00)</b>	<b>\$ 4,464,326.00</b>
These increases and decreases are being requested in order to void a prior year encumbrance and issue such from the new fiscal year.					
	<b>Page Totals - Expenditures</b>	<b>\$ 4,583,526.00</b>	<b>\$ 3,755.00</b>	<b>\$ (3,550.00)</b>	<b>\$ 4,583,731.00</b>
	<b>Page Totals - Revenue</b>	<b>\$ 0.00</b>	<b>\$ 205.00</b>	<b>\$ 0.00</b>	<b>\$ 205.00</b>

## Page 3

[illegible]



# RESOLUTION

No. 2012 11 1 08

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of  
Commission in Regular Session, met this 26th day of November ,2012.

RESOLUTION IN REF: HAWKINS COUNTY BOARD OF COMMISSIONERS OPPOSED ANY  
LEGISLATION OR OTHER SIMILAR EFFORT TO CREATE A VOUCHER  
PROGRAM IN TENNESSEE THAT WOULD DIVERT MONEY INTENDED FOR  
PUBLIC EDUCATION TO PRIVATE SCHOOLS

See attached resolution.

Introduced By Esq. Virgil Mallet, Chrmn. Ed Comm

Seconded By Esq. \_

Date Submitted 11-13-12

A. Carroll Jenkins  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

## Resolution Opposing the Voucher Funding Program for Education

Whereas, the Hawkins County Board of Commissioners is responsible for approval of funding to the Hawkins County Board of Education who is responsible for providing a local system of public education; and

Whereas, there is pending legislation before the Tennessee General Assembly that would create a voucher program allowing students to use public education funds to pay for private school tuition; and

Whereas, more than 50 years have passed since private school vouchers were first proposed, and during that time proponents have spent millions of dollars attempting to convince the public and lawmakers of the concept's efficacy, and yet, five decades later, vouchers still remain controversial, unproven and unpopular; and

Whereas, the Constitution of the State of Tennessee requires that the Tennessee General Assembly "provide for the maintenance, support and eligibility standards of a system of free public schools, with no mention of the maintenance or support of private schools; and

Whereas, the State of Tennessee, through work of the Tennessee General Assembly, the Tennessee Department of Education, the State Board of Education and local school boards, has established nationally recognized standards and measures for accountability in public education; and

Whereas, vouchers eliminate public accountability by channeling tax dollars into private schools that do not face state-approved academic standards, do not make budgets public, do not adhere to open meetings and records laws, do not publicly report on student achievement, and do not face the public accountability requirements contained in major federal laws, including special education; and

Whereas, vouchers have not been effective at improving student achievement or closing the achievement gap, with the most credible research finding little or no difference in voucher and public school students' performance; and

Whereas, vouchers leave many students behind, including those with the greatest needs, because vouchers channel tax dollars into private schools that are not required to accept all students, nor offer the special services they may need; and

Whereas, vouchers give choices to private schools, not students and parents, since private schools decide if they want to accept vouchers, how many and which students they want to admit, and the potentially arbitrary reasons for which they might later dismiss a student; and

Whereas, many proponents argue for these programs to increase options, but several options currently exist within public school systems. Through federal and state laws, students have the options of charter or magnet schools, and in the event of failing schools, students may attend other traditional public schools within the district; and

Whereas, voucher programs divert critical dollars and commitment from public schools to pay private school tuition for a few students, including many who already attend private schools; and

Whereas, vouchers are an inefficient use of taxpayer money because they compel taxpayers to support two school systems: one public and one private, the latter of which is not accountable to all the taxpayers supporting it.

Now, Therefore Be It Resolved by the Hawkins County Board Of Commissioners as follows:

1. The Hawkins County Board of Commissioners opposes any legislation or other similar effort to create a voucher program in Tennessee that would divert money intended for public education to private schools; and

2. Further, request that the Hawkins County Clerk forward this approved resolution to Nashville to Rep. Mike Harrison and Senator Frank Nicely

Approved by the Hawkins County Board of Commissioners in Regular Session on November 26, 2012

RESOLUTION NO. 2012 / 11 / 09

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26th  
DAY OF NOVEMBER 2012.

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

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, November 26, 2012, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

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

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

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

ACTION:     Aye     Nay

Date Submitted 11-13-12

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

County Clerk: A. Carroll Jenkins

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

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey



FUND: 141 GENERAL PURPOSE SCHOOL FUND  
 AMENDMENT NUMBER: 3  
 DATE: November 1, 2012

ORIGINAL BUDGET AMOUNT	51,134,342.00
PREVIOUS AMENDMENTS	1,031,805.45
TOTAL	52,166,147.45
REQUESTED AMENDMENT	67,566.11
TOTAL	52,233,713.56

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		71100 REGULAR EDUCATION PROGRAM				
1,2	71100-722-F	Regular Instruction Equipment	80,000.00	74,577.11		154,577.11
		Subtotal	80,000.00	74,577.11	-	154,577.11
		72110 ATTENDANCE				
3	72110-105	Supervisor/Director	74,316.00		10,000.00	64,316.00
3	72110-117	Career Ladder	1,000.00		1,000.00	-
3	72110-127	Extended Contract	-	1,000.00		1,000.00
3	72110-201	Social Security	8,175.00		600.00	7,575.00
3	72110-204	State Retirement	11,795.00		900.00	10,895.00
3	72110-207	Medical Insurance	11,120.00		2,500.00	8,620.00
3	72110-212	Medicare	1,912.00		100.00	1,812.00
		Subtotal	108,318.00	1,000.00	15,100.00	94,218.00
		72120 HEALTH SERVICES				
2	72120-189	Other Salaries and Wages	48,629.00		9,208.00	39,421.00
2	72120-189-CSH	Other Salaries and Wages	47,819.00		5,959.00	41,860.00
2	72120-201	Social Security	23,474.00		941.00	22,533.00
2	72120-204	State Retirement	34,793.00		1,394.00	33,399.00
2	72120-206	Life Insurance	1,872.00		144.00	1,728.00
2	72120-212	Medicare	5,491.00		220.00	5,271.00
2	72120-307-CSH	Communication	2,600.00		2,100.00	500.00
2	72120-355	Travel	8,480.00		2,480.00	6,000.00
2	72120-399-CSH	Other Contracted Services	500.00	2,000.00		2,500.00
2	72120-499	Other Supplies and Materials	35,500.00	2,000.00		37,500.00
2	72120-599-CSH	Other Charges (Mini-grants)	27,769.00	4,059.00		31,828.00
		Subtotal	236,927.00	8,059.00	22,446.00	222,540.00
		72210 REGULAR INSTRUCTION PROGRAM				
3	72210-105	Supervisor/Director	302,389.00	10,000.00		312,389.00
3	72210-201	Social Security	86,013.00	600.00		86,613.00
3	72210-204	State Retirement	123,874.00	900.00		124,774.00
3	72210-212	Medicare	20,116.00	100.00		20,216.00
3	72210-790-T	Other Equipment	174,025.49	2,500.00		176,525.49
		Subtotal	706,417.49	14,100.00	-	720,517.49
		72260 ADULT EDUCATION				
2	72260-524	In-service/Staff Development	2,000.00	2,376.00		4,376.00
		Subtotal	2,000.00	2,376.00	-	4,376.00
		72620 MAINTENANCE OF PLANT				
2	72620-307	Communication	-	5,000.00		5,000.00
		Subtotal	-	5,000.00	-	5,000.00
		TOTAL EXPENDITURES	1,133,662.49	105,112.11	37,546.00	1,201,228.60
		REVENUES				
1	49700	Insurance Recovery	-	67,566.11		67,566.11
		TOTAL REVENUES	-	67,566.11	-	67,566.11
		This budget amendment is to budget for the following:				
1	Insurance recovery for lighting damage to intercom systems at St. Clair Elementary and Church Hill Elementary.					
	The replacement was more than the insurance check					
2	Coordinated School Health Adjustment to state budget					
3	Attendance Department Change in Personnel					

RESOLUTION NO. 2012/ 11 / 10

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26th  
DAY OF NOVEMBER 2012.

**RESOLUTION IN REF: FEDERAL PROJECTS SCHOOL FUND BUDGET AMENDMENT**

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, November 26, 2012, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

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

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

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

ACTION:     Aye     Nay

Date Submitted 11-13-12

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

County Clerk: A. Carroll Jenkins

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

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 3

DATE: November 1, 2012

ORIGINAL BUDGET AMOUNT

PREVIOUS AMENDMENTS

TOTAL

REQUESTED AMENDMENT

TOTAL

5,570,660.00

525,477.10

6,096,137.10

681,157.95

6,777,295.05

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
1	71100-116	Teachers	\$ 70,866.00	\$ 31,510.00		\$ 102,376.00
1	71100-163	Educational Assistants	\$ 361,252.00		\$ 30,925.00	\$ 330,327.00
1	71100-189	Other Salaries & Wages	\$ 25,438.00	\$ 9,500.00		\$ 34,938.00
1	71100-201	Social Security	\$ 27,736.00	\$ 2,233.00		\$ 29,969.00
1	71100-204	State Retirement	\$ 39,421.00	\$ 3,308.00		\$ 42,729.00
1	71100-206	Life Insurance	\$ 4,100.00	\$ 900.00		\$ 5,000.00
1	71100-207	Medical Insurance	\$ 164,690.00	\$ 112,454.00		\$ 277,144.00
1	71100-210	Unemployment Compensation	\$ 1,600.00		\$ 200.00	\$ 1,400.00
1	71100-212	Employer Medicare	\$ 6,556.00	\$ 523.00		\$ 7,079.00
1	71100-336	Maintenance & Repair - Equipment	\$ 5,750.00	\$ 3,720.00		\$ 9,470.00
1	71100-399	Other Contracted Services	\$ 58,851.00	\$ 34,837.00		\$ 93,688.00
1	71100-429	Instructional Supplies & Materials	\$ 193,894.00	\$ 116,877.53		\$ 310,771.53
1	71100-499	Other Supplies & Materials	\$ 47,450.00	\$ 6,150.00		\$ 53,600.00
1	71100-599	Other Charges	\$ 155,000.00		\$ 153,000.00	\$ 2,000.00
1	71100-722	Regular Instruction Equipment	\$ 254,364.00	\$ 280,474.00		\$ 534,838.00
		<b>Subtotal</b>	<b>\$ 1,416,968.00</b>	<b>\$ 602,486.53</b>	<b>\$ 184,125.00</b>	<b>\$ 1,835,329.53</b>
		<b>72130 OTHER STUDENT SUPPORT</b>				
1	72130-189	Other Salaries & Wages	\$ 133,308.00		\$ 5,840.50	\$ 127,467.50
1	72130-204	State Retirement	\$ 12,194.00	\$ 27.00		\$ 12,221.00
1	72130-207	Medical Insurance	\$ 22,413.00		\$ 2,413.00	\$ 20,000.00
1	72130-212	Employer Medicare	\$ 2,000.00		\$ 54.00	\$ 1,946.00
1	72130-322	Evaluation & Testing	\$ 15,110.00		\$ 110.00	\$ 15,000.00
1	72130-355	Travel	\$ 8,000.00		\$ 2,000.00	\$ 6,000.00
1	72130-499	Other Supplies & Materials	\$ 10,400.00	\$ 2,030.00		\$ 12,430.00
1	72130-599	Other Charges	\$ 72,714.00	\$ 194,126.00		\$ 266,840.00
		<b>Subtotal</b>	<b>\$ 276,139.00</b>	<b>\$ 196,183.00</b>	<b>\$ 10,417.50</b>	<b>\$ 461,904.50</b>
		<b>72210 REGULAR INSTRUCTION - SUPPORT</b>				
1	72210-105	Supervisor/Director	\$ 67,000.00	\$ 1,500.00		\$ 68,500.00
1	72210-161	Secretary(s)	\$ 19,700.00	\$ 447.00		\$ 20,147.00
1	72210-189	Other Salaries & Wages	\$ 63,000.00	\$ 1,400.00		\$ 64,400.00
1	72210-201	Social Security	\$ 9,250.00	\$ 1,085.00		\$ 10,335.00
1	72210-204	State Retirement	\$ 13,710.00	\$ 1,976.00		\$ 15,686.00
1	72210-355	Travel	\$ 37,500.00	\$ 16,091.00		\$ 53,591.00
1	72210-432	Library Books/Media	\$ 9,000.00	\$ 14,600.00		\$ 23,600.00
1	72210-499	Other Supplies & Materials	\$ 17,000.00	\$ 9,939.00		\$ 26,939.00
1	72210-524	In Service/Staff Development	\$ 157,725.00	\$ 40,452.79		\$ 198,177.79
1	72210-599	Other Charges	\$ 5,000.00	\$ 4,540.13		\$ 9,540.13
		<b>Subtotal</b>	<b>\$ 398,885.00</b>	<b>\$ 92,030.92</b>	<b>\$ -</b>	<b>\$ 490,915.92</b>
		<b>72710 SUPPORT SERVICES/TRANSPORTATION</b>				
1	72710-313	Contracts With Parents	\$ -	\$ 15,000.00		\$ 15,000.00
1	72710-412	Diesel Fuel	\$ 50,000.00		\$ 30,000.00	\$ 20,000.00
		<b>Subtotal</b>	<b>\$ 50,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 35,000.00</b>
		<b>TOTAL EXPENDITURES</b>	<b>\$ 2,141,992.00</b>	<b>\$ 905,700.45</b>	<b>\$ 224,542.50</b>	<b>\$ 2,823,149.95</b>

		<b>REVENUE</b>				
1	47141	Title I Grants	\$ 2,323,781.00	\$ 800,028.97		\$ 3,123,809.97
		<b>Total Revenues</b>	<b>\$ 2,323,781.00</b>	<b>\$ 800,028.97</b>	<b>\$ -</b>	<b>\$ 3,123,809.97</b>
		<b>RESERVES AND FUND BALANCE</b>				
1	34120	Budgeted Encumbrances - Prior Yea	\$ -	\$ 118,871.02		\$ 118,871.02
		<b>Total Budgeted Reserves and Fund Balance</b>	<b>\$ -</b>	<b>\$ 118,871.02</b>	<b>\$ -</b>	<b>\$ 118,871.02</b>
		<b>The above amendment budgets for the following:</b>				
1		This amendment is to align the amount budgeted with the Federal funds available for Title I				

RESOLUTION NO. 2012/ 11 / 11

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE  
HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26th  
DAY OF NOVEMBER 2012.

**RESOLUTION IN REF: SCHOOL FOOD SERVICE FUND BUDGET AMENDMENT**

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, November 26, 2012, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

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

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

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

ACTION:     Aye     Nay

Date Submitted 11-13-12

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

County Clerk: A. Carroll Jenkins

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

By: A. Carroll Jenkins

Absent     \_\_\_\_\_     \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Melville E. Bailey

FUND: 143 FOOD SERVICE FUND

AMENDMENT NUMBER: 2

DATE: November 1, 2012

ORIGINAL BUDGET AMOUNT

\$ 3,868,120.00

PREVIOUS AMENDMENTS

\$ 61,911.00

TOTAL

\$ 3,930,031.00

REQUESTED AMENDMENT

\$ -

TOTAL

\$ 3,930,031.00

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	73100 FOOD SERVICE				
73100-399	Other Contracted Services	190,000.00	10,080.00		200,080.00
73100-710	Food Service Equipment	109,934.00		10,080.00	99,854.00
	Subtotal	3,930,031.00	10,080.00	10,080.00	3,930,031.00
	TOTAL EXPENDITURES	3,930,031.00	10,080.00	10,080.00	3,930,031.00
This amendment is to move funds from 73100-710 - FS Equipment to 73100-399 - Other Contracted Services to cover cost of software service contract and required signagefor cafeterias for 2012-13 SY. Expenses were not anticipated at time of 2012-13 budget preparation. Expenses originally booked to 73100-435 - Office Supplies. Upon amendment approval, expenses will be moved to 73100-399 - Other Contracted Services.					

**Resolution No. 2012/11/12**[illegible]

Date \_\_\_\_\_