

RESOLUTION

No. 2024/ 11 / 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of November, 2024.

RESOLUTION IN REF: APPROVAL OF DATES, TIMES AND PLACES FOR THE 2025 MONTHLY REGULAR COUNTY COMMISSION MEETINGS

WHEREAS, Hawkins County Commission meets monthly, and each year sets the time, date and place for the next calendar year monthly meetings; and

THEREFORE, BE IT RESOLVED the following schedule be adopted for the calendar year 2025.

January	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
February	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
March	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
April	28,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*May	19,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
June	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
July	28,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
August	25,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
September	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
October	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
November	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*December	15,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse

FURTHER, that Special Called Meetings may be held with proper notice and Regular Scheduled meeting may be changed with proper notice.

* The fourth Monday in May and December of 2025 fall within the holiday schedule, therefore the meetings will be on the third Monday.

Introduced By Esq. Josh Gilliam

Seconded By Esq. _____

Date Submitted 11-12-24

County Clerk

[Handwritten Signature]

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RESOLUTION

No. 2024 11 1 02

To the Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of November 2024.

RESOLUTION IN REF: APPOINTMENT TO THE HAWKINS COUNTY PLANNING COMMISSION

WHEREAS, the Hawkins County Planning commission has members whose term has expired; and

WHEREAS, each district is to have a representative. Therefore, the following people and term expiration are being recommended to fill said vacancies:

District 1	Garrett White	November 30, 2026
District 6	Charles Brooks	November 30, 2026
District 7	Mike Lacey	November 30, 2026
At Large Member	Donna Hipshire	November 30, 2026

Other commission members and term expirations are:

District 2	John Eidson	November 30, 2024
District 3	Thomas Hicks	November 30, 2024
District 4	Lynn Norris	November 30, 2025
District 5	Steve Nelson	November 30, 2025

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
- Stormwater Runoff Officer

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. Jason Roach, Chairman Public Buildings Comm.

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 10-29-24

Voice Vote _____

County Clerk [Signature]

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RESOLUTION

No. 2024 / 11 / 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of November, 2024.

RESOLUTION IN REF: APPROVAL TO SURPLUS 1996 INTERNATIONAL FLATBED FROM HAWKINS COUNTY EMA

WHEREAS, Hawkins County Emergency Management Agency has a 1996 International Flatbed Truck no longer utilized due to exhausted lifespan and deterioration; and

WHEREAS, the vehicle identification number is 1HTSCAAM0VH469012; and

THEREFORE, BE IT RESOLVED approval be given to declare said item as surplus property and permission be given to dispose of said item by sale with proceeds returned to the general fund or transfer with a report given to Hawkins County Mayor's Office of method and location of disposition.

Introduced By Esq. Jason Roach

Seconded By Esq. _____

Date Submitted 11-12-2024

County Clerk Nancy A. Davis

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RESOLUTION

No.2024/11/ 05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 25th day of November 2024.

RESOLUTION IN REF: APPROVAL TO ACCEPT ENGINEERING SERVICES AGREEMENT WITH JOE PARROT FOR SOLID WASTE HIGHWAY 66 CONVENIENCE CENTER SITE

WHEREAS, Pursuant to T.C.A. § 62-2-107, "If a public works project is expected to cost more than \$50,000 and involves architecture, engineering or landscape architecture, the plans, specifications and estimates for the project must be prepared by a registered architect, engineer, or landscape architect,"; and

WHEREAS, Joe Parrott, Professional Engineer licensed in the State of Tennessee has agreed to conduct Engineering Services in the amount of \$18,500 for the Solid Waste Convenience Center on Highway 66; and

THEREFORE, BE IT RESOLVED that County Mayor, Mark DeWitte, is authorized to sign the agreement and any and all documents for said contract with Joe Parrott.

Introduced By Esq. Robbie Palmer

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 11-12-2024

Voice Vote _____

Mark DeWitte
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Engineering Services Agreement

(4 Pages)

This Agreement is made between:

Joseph A. Parrott, a Professional Engineer licensed in the State of Tennessee, hereinafter referred to as **ENGINEER** and

HAWKINS COUNTY
150 EAST WASHINGTON STREET
ROGERSVILLE, TN 37857

Hereinafter referred to as **OWNER**.

Effective Date of This Agreement:

_____ Day of _____, _____

Project Address: Control Map 145 Parcel 050.02, Hwy. 66 Rogersville, Tennessee.

Scope of Basic Services:

Civil Engineering: (Approximately 2 acres of a 4-acre site).

1. Site Plan
2. Grading and Erosion Control (EPSC) Plan.
3. Notice of Intent (NOI) and Supporting Documents to obtain a Notice of Coverage (NOC) from the Tennessee Department of Environment and Conservation (TDEC).
4. Site Visits before, during, and after construction operations for inspections.
5. Highway Entrance Permit application with supporting documents for the Tennessee Department of Transportation (TDOT).
6. Bidding Document Preparation.

Surveying:

7. Topographic Survey (Required by TDEC for permitting).
8. Stakeout Surveying for construction.

Fee For Services:

Civil Engineering: Eighteen thousand five hundred dollars (\$ 18,500.00).

Surveying: Thirty-Five Hundred dollars (\$ 3,500.00).

Hourly Rates for Construction Layout Surveying: One-Hundred-Forty-Five Dollars (\$ 145.00) per hour.

Hourly rates are in addition to the fixed fees for Engineering and Surveying.

Additional Provisions:

(1) The **Owner** clearly understands the **Engineer** has no control of Government Reviewing agencies and makes no warranties or guarantees as to time of completion of the submitted plans reviewed by these agencies.

(2) A retainer in the amount of five percent (5%) plus the fee for surveying will be paid by the **Owner** to the **Engineer** prior to the start of any professional services. The **Engineer** will deduct the amount of the retainer from the final bill.

(3) Additional Engineering Services, beyond those listed above will be billed to the **Owner** at an hourly rate of one-hundred-seventy-five dollars (\$175.00) per hour.

(4) Any fees or other charges by a reviewing agency will be paid directly to the reviewing agency by the **Owner**.

(5) Fee for services will be invoiced and paid at the following progress points:

(a) Retainer at the time the contract is signed by the Owner.

(b) Surveying costs after survey cad files are delivered to the Engineer are (\$3,500.00). Cost of Surveying will be paid directly to the Land Surveyor by Hawkins County. Surveying costs are separate from and in addition to Civil Engineering costs.

(c) Seventy-five percent (75%) after the Notice of Coverage (NOC) is received by Hawkins County.

(d) Remaining Balance will be paid after project completion by the contractor or within 120 days of the start date of the project whichever comes first.

(6) The Terms and Conditions on Page 4 are an integral part of this agreement.

(7) This agreement is governed by, and is subject to, the laws of the State of Tennessee.

Acceptance:

Receipt of a copy of this agreement is hereby acknowledged by the **Owner**.

I/We agree to the Terms and Conditions and other Provisions of this agreement:

Print Name and Title

Signature

Print Name and Title

Signature

TERMS AND CONDITIONS

ACCESS TO THE SITE AND JOBSITE SAFETY:

Unless otherwise stated, the **ENGINEER** will have access to the site for activities necessary for the performance of the services. The **OWNER** understands that the **ENGINEER** is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety, and will not be responsible for any losses or injuries that occur at the Project Site.

TERMINATION OF SERVICES:

This agreement may be terminated by the **OWNER** or the **ENGINEER** by Written notice or email communication should the other party fail to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination of this agreement, the **CLIENT** shall compensate the **ENGINEER** for services performed prior to termination, together with Reimbursable Expenses, as well as Termination Expenses due.

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to, expenses of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, specifications, and other documents; expenses for postage handling of drawings. These reimbursable expenses shall be payable to the **ENGINEER** by the **OWNER** as the direct cost incurred by the **ENGINEER** plus Twenty-Five percent (25%).

TERMINATION EXPENSES:

Termination Expenses are in addition to compensation for Basic Services and are twenty-five percent (25%) of the total compensation. The amount of compensation for Basic Services and Terminations Expenses shall not exceed the amount of the total compensation for Basic Services stated on page one. If this agreement is terminated by the **OWNER** prior to any Basic Services performed by the **ENGINEER**, the **OWNER** agrees to a minimum Termination Expense of ten percent (10%) of the total compensation for Basic Services stated on page one.

APPLICABLE LAW:

Unless otherwise provided, this agreement shall be governed by the laws of the STATE OF TENNESSEE.

BILLINGS AND PAYMENTS:

Invoices for services shall be submitted and paid as stated in the Additional Provisions. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, the **ENGINEER** may, without waiving claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of services.

LATE PAYMENTS:

Unpaid accounts may be subject to a monthly service charge of one and one-half percent (1.5%) of the then unpaid balance (eighteen percent (18.0%) true annual rate), at the sole discretion of the **ENGINEER**. If the account or any portion thereof remains unpaid sixty (60) days after billing, the **OWNER** shall pay all costs of collection, including reasonable attorney's fees.

ADDENDUM TO UNIFIRST CUSTOMER SERVICE AGREEMENT

This Addendum (herein "Addendum") amends the terms and conditions heretofore set forth in the aforesaid Unifirst Customer Service Agreement for cleaning supplies and mats as well as any documents modified by any amendment executed by the parties in writing, (herein "Agreement"). In consideration of using the form agreements provided by parties, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement pertaining to the Unifirst Customer Service Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Parties to Agreement.** This Agreement is between Hawkins County Tennessee, a local governmental entity, (herein "County") and the Contractor awarded the contract (herein "Vendor").
3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits County from lending their credit to private entities and, therefore, prohibits an agreement by the County to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring the County to indemnify or hold harmless Vendor or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided the County's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by the County of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow the County to agree to the disclaimer of warranties and any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. The County reserves all rights afforded to local governments under law for all general and implied warranties.
4. **Non-appropriation.** Vendor acknowledges that the County is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the County fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the County, such termination shall not be a breach of the Agreement, and any unused payment made to Vendor shall be returned to the County.

5. Confidentiality. Any documents or materials, including the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T. C. A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, the County must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to Vendor or providing Vendor with notice or the time to obtain a protective order.
6. Governing Law. The Agreement shall be deemed to be entered into under Tennessee law, and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles, and all obligations of the parties are performable in Hawkins County, Tennessee.
7. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue. Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the appropriate state or federal courts for Hawkins County, Tennessee. The parties waive their right to a jury trial. The parties agree that mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Hawkins County, Tennessee, and the parties consent to such venue and jurisdiction.
8. No Automatic Renewal. The term of the Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of the Agreement is not applicable.
9. Limitation of Actions or Claims. Any claim by the County asserted under this Agreement may be initiated within the time limits of the limitation of actions applicable in the State of Tennessee.
10. Use of County Logo or Name. Vendor shall not use County's name or logo in marketing or publicity materials, or for marketing or publicity purposes, without County's prior written authorization.
11. Warranty. Vendor warrants that the products and services purchased pursuant to the Agreement shall perform in all material respects in conformity with the written representations of Vendor and Manufacturer. If they do not perform as warranted, Vendor shall use all commercially reasonable efforts to correct the products or services so that they perform in all material respects in conformity with the written representations of Vendor and Manufacturer. If it cannot correct the products or services within a reasonable period of time, Vendor shall refund the purchase price of the products or services.
12. Binding Effect. No employee of the County or any other person, without authorization of the Mayor and Board of Commissioners of the County can bind the County to any contract or

agreement and anything contrary contained in the Agreement or the Terms of Service to the contrary is void as it applies to the County.

13. Additions/Modifications. No party shall be bound to any change, amendment, or modifications to the Agreement unless executed by authorized representatives of all parties.
14. No Liability of County Officials and Employees. No official, employee or volunteer, whether disclosed or undisclosed, of the County shall be personally liable to the Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by the County; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement and the Vendor and any other person or entity, including a third party beneficiary, shall look solely to the County for the satisfaction of any liability of the County hereunder.
15. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

VENDOR

By: _____

Name: _____

Title: _____

Date: _____

HAWKINS COUNTY TENNESSEE

By: _____

Name: Mark Dewitte

Title: Mayor

Date: _____

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 25th DAY OF NOVEMBER, 2024.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	Industrial Development	Current Budget			Amended Budget
	Increase Expenditures		Increase		
58120-399	Other Contracted Services	52,000.00	650.00		52,650.00
	Decrease Expenditures			Decrease	
58120-321	Engineering Services	10,000.00		(650.00)	9,350.00
	Sub-total Expenditures	\$ 62,000.00	\$ 650.00	\$ (650.00)	\$ 62,000.00
The above increase in Other Contracted Services is for the Accrisoft Freedom license. The funding will come from a transfer within the Industrial Development budget. No new money.					
	County Commission	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51100-524	In Service/Staff Development	0.00	1,500.00		1,500.00
	Decrease Expenditure			Decrease	
51100-355	Travel	12,750.00		(1,500.00)	11,250.00
	Sub-total Expenditures	\$ 12,750.00	1,500.00	(1,500.00)	12,750.00
The above increase in In Service/Staff Development is needed to better follow the TN chart of accounts. The funding will come from a transfer within the County Commission budget. No new money.					
	HCSO	Current Budget			Budget
	Increase Expenditure		Increase		
54110-790	Other Equipment (VCIF-Hancock)	0.00	21,600.00		21,600.00
	Increase Revenue		Increase		
46980	Other State Grant(VCIF-Hancock)	0.00	21,600.00		21,600.00
	Sub-total Expenditures	\$ 0.00	21,600.00	0.00	21,600.00
	Sub-total Revenues	\$ 0.00	21,600.00	0.00	21,600.00
The above increase in Other Equipment(VCIF-Hancock) is to put back into the budget the unspent portion of budget amendment resolution 2024/02/04. No new money.					
		Current Budget	Increase	Decrease	Budget
	Page-Total Revenues	\$ 0.00	21,600.00	0.00	21,600.00
	Page Totals- Expenditures	\$ 74,750.00	\$ 23,750.00	\$ (2,150.00)	\$ 96,350.00

INTRODUCED BY: Jason Roach, Bdgt Comm. Chrmn

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 11-12-2024

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

COMMITTEE ACTION:

APPROVED _____

DISAPPROVED _____

CHAIRMAN: _____

