

RESOLUTION

No. 2025/01/ 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of January 2025.

RESOLUTION IN REF: APPOINTMENT TO THE HAWKINS COUNTY PLANNING COMMISSION FOR A FOUR-YEAR TERM

WHEREAS, each district of the Hawkins County Planning Commission is to have representation; and WHEREAS, several commissioners were reappointed at the December 2024, commission meeting and are listed below; and

WHEREAS, District 2 representative John Eidson elected not to be reappointed last month, resulting in an opening on the commission in that district; now

THEREFORE, BE IT RESOLVED THAT Timothy L. Lingerfelt, a resident of District 2 in Hawkins County be appointed to the Planning Commission for the remainder of a four-year term ending November 30, 2028. The complete list of commissioners now being:

- District 1 Garrett White through November 30, 2027
District 2 Timothy L. Lingerfelt through November 30, 2028
District 3 Thomas Hicks through November 30, 2028
District 4 Lynn Norris through November 30, 2025
District 5 Steve Nelson through November 30, 2025
District 6 Charles Brooks through November 30, 2027
District 7 Mike Lacey through November 30, 2027
E-911 Representative Donna Hipshire through November 30, 2027
At-large member Edwin Cope through November 30, 2028
Road Superintendent Danny Jones term to correspond with respective term in office
Non-voting Members term to correspond with respective term in office
County Mayor
Chairman of the County Industrial Development Board
Stormwater runoff officer

Introduced By Esq. Jason Roach

ACTION: AYE NAY PASSED

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

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

Date Submitted 01-13-2025 \_\_\_\_\_

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

County Clerk [Signature]

Absent \_\_\_\_\_

COMMITTEE ACTION

Chairman \_\_\_\_\_

\_\_\_\_\_

422 E. MARKET STREET  
KINGSPORT, TN 37660  
423-392-8896  
ALLEYASSOCIATES.COM  
TLINGERFELT@ALLEYASSOCIATES.COM

## TIMOTHY L. LINGERFELT, PLS

EDUCATION	East Tennessee State University Bachelor of Science, Surveying Honors: Graduated Cum Laude	Date: 1977
EMPLOYMENT	Owner of Alley & Associates, Inc. Kingsport, TN	Date: 1990- Present
PROFESSIONAL LAND SURVEYING LICENSURE	Georgia #2857 January 2001 Kentucky #2199 November 1978 North Carolina #2590 June 1979 Tennessee #930 October 1977 Virginia #1343 November 1979	
PROFESSIONAL INVOLVEMENT	National Society of Professional Surveyors Member Fellow Member  Tennessee Association of Professional Surveyors Member Chairman, Constitutional and Bylaws Committee President Elect  Tennessee Association of Professional Surveyors Northeast Chapter Member Secretary/Treasurer Northeast Chapter Director  Kentucky Association of Professional Surveyors Member  North Carolina Society of Surveyors Member  Surveying and Mapping Society of Georgia Member	Date: 1977- 1980 Date: 1980- Present  Date: 1977-1986, 2002- Present Date: 2006-2009 Date: 2024  Date: 1977-1986, 2002-Present Date: 2004-2009 Date: 2006-2009  Date: 1980- Present  Date: 1980- Present  Date: 2001- Present

PROFESSIONAL  
ACHIEVEMENTS

Kentucky Association of Professional Surveyors	
David Atwell Traveling Award	Date: 2003
Tennessee Board of Examiners for Land Surveyors	
Appointed to first Six-year term	Date: July 1, 2009
Appointed to second Six-year term	Date: July 31, 2015
Vice Chairman	Date: 2009-2011 2016-2018
Chairman	Date: 2011-2014 2018-2020
Member	Date: 2015-2016 2020-2021
Chair Exam Writing Committee	Date: 2017-2021
Emeritus Member	Date: 2021-Present
East Tennessee State University Industrial Advisory Committee	
Surveying and Mapping Program	Date: 2009-Present
Mount Carmel Planning Commission	
Vice Chairman	Date: 2011-2013
Church Hill Planning Commission	
Member	Date: 2024-Present
NCEES	
Member	Date: 2009-2021
Emeritus Member	Date: 2021-Present
EPS Committee	Date: 2013- 2016
FS Exam Committee	Date: 2013
PS Exam Committee	Date: 2014- Present
Calculator Committee	Date: 2014- 2017
PS Cut Score Committee	Date: 2013
FS Cut Score Committee	Date: 2005
Surveying Award Committee	Date: 2016
Southern Zone Distinguished	
Service Award Committee	Date: 2015-2017
Southern Zone Leadership Committee	Date: 2017-2019
Future City Regional Judge	Date: 2017-2020
Southern Zone Assistant Vice President	Date: 2017-2019
Southern Zone Vice President	Date: 2019 – 2021
Board of Directors	Date: 2019 – 2021
Board Liaison EPS Committee	Date: 2019 – 2021
Board Liaison Law Enforcement Committee	Date: 2020 – 2021
Consultant EPS Committee	Date: 2021 – 2023
Southern Zone Distinguished Service Award	Date: 2022
Surveying Task Force for Mapping Science	Date: 2023- Present

12 - 18 - 2024

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County Technical Assistance Service  
INSTITUTE *for* PUBLIC SERVICE

January 13, 2025

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# Duties and Powers of Planning Commission

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Dear Reader:

The following document was created from the CTAS website ([ctas.tennessee.edu](http://ctas.tennessee.edu)). This website is maintained by CTAS staff and seeks to represent the most current information regarding issues relative to Tennessee county government.

We hope this information will be useful to you; reference to it will assist you with many of the questions that will arise in your tenure with county government. However, the *Tennessee Code Annotated* and other relevant laws or regulations should always be consulted before any action is taken based upon the contents of this document.

Please feel free to contact us if you have questions or comments regarding this information or any other CTAS website material.

Sincerely,

The University of Tennessee  
County Technical Assistance Service  
226 Anne Dallas Dudley Boulevard, Suite 400  
Nashville, Tennessee 37219  
615.532.3555 phone  
615.532.3699 fax  
[www.ctas.tennessee.edu](http://www.ctas.tennessee.edu)

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# Duties and Powers of Planning Commission

Reference Number: CTAS-607

The regional planning commission is charged with several specific duties. It is required to adopt a general plan, and any amendments thereto, for the physical development of the region, copies of which must be certified to the Department of Economic and Community Development and to the legislative bodies of each county and municipality in the region. T.C.A. §§ 13-3-301, 13-3-304. The general plan, and any amendments thereto, must be approved by the county legislative body to be operative. Furthermore, the county legislative body can amend the general plan on its own initiative. General plans must be consistent with the county's growth plan and may be adopted as part of the county's growth plan.

The planning commission is also to advise county and municipal governing bodies in such areas as public improvement programs and construction of roads, bridges, and other public structures. The regional planning commission should coordinate its efforts with those of any municipal planning regions within its area, cooperate with authorities in neighboring states and regions, and, in general, perform any functions needed to promote regional planning. T.C.A. § 13-3-104. In exercising several of its duties, including the adoption of a regional plan, subdivision regulations and zoning ordinances, planning commissions are charged with identifying areas with inadequate or nonexistent public or private services and facilities necessary for development to occur and including such considerations in the plans, regulations and ordinances.

One of the most important duties of the regional planning commission involves plat approval. After the commission has developed and filed a regional plan, subdivisions, except ones lying inside municipal borders, must be approved by the regional planning commission before it may be recorded by the county register. Plats dividing a tract into no more than twenty-five lots, if the development received preliminary plan approval through the planning commission, or five lots if the development did not require preliminary plan approval through the planning commission, do not require planning commission approval. Such plats may be endorsed by the secretary or other designee of the planning commission. The regional planning commission may delegate its plat approval authority to the commission's staff under certain conditions. T.C.A. § 13-3-402.

Regional planning commissions must approve or disapprove a plat within 60 days after the initial consideration by the commission at a regularly scheduled session, with an exception for holidays and unexpected office closings. Plats must be placed on the commission's agenda within thirty (30) days of the plat's filing or placed on the agenda for the next regularly scheduled commission meeting after the thirty (30) day period. These deadlines may be waived by the applicant. T.C.A. § 13-3-404. What constitutes a subdivision is defined in T.C.A. §§ 13-3-401(4) and 13-4-301(4). A representative of the commissioner of the state Department of Environment and Conservation (usually the county health officer) must approve subdivision plats when subsurface sewage disposal is to be used before the planning commission approves the plat. T.C.A. § 68- 221-407. A plat may be submitted only by the owner of the land (as defined in T.C.A. § 13-3-402) or by a governmental entity, and all plats must include the most recently recorded deed book and page numbers for all property included in the plat. T.C.A. § 13- 3-402. A plat must contain the personal signature and seal of a registered land surveyor or a registered engineer before the plat is eligible for filing in the register's office. T.C.A. § 66-24-116. Amendments, modifications, and corrections to recorded subdivision plats must have the approval of the appropriate regional or municipal planning commission to be eligible for recording with the county register of deeds, except that a survey of an easement or survey attached to an easement granted to a governmental entity may be recorded without planning commission approval, even if it modifies a plat of a recorded subdivision. T.C.A. §§ 13-3-402, 13-4-302.

All of these matters – platting regulations, road and utility requirements, and procedures for submission of plats – are addressed more specifically in T.C.A. § 13-3-403 *et seq.* However, these provisions do not apply to any subdivision plat registered prior to February 14, 1935, or to land partitioned by a court of competent jurisdiction. T.C.A. §§ 13-3-407, 13-3-408. Furthermore, these sections do not repeal or impair private acts relating to planning requirements. T.C.A. § 13-3-409.

Additionally, regional planning commissions are required to adopt rules for the transaction of their business which must include the selection of additional officers from among its members it deems appropriate to fulfill the organizational needs of the regional planning commission, the requirements for the regional planning commission to make findings of fact, statements of material evidence and reasons for its actions as part of each motion or action of the regional planning commission and the keeping of a record of its resolutions, transactions, motions, actions, and determinations. T.C.A. § 13-3-103.

In order that the regional planning commission may accomplish its functions, it is granted certain

statutory powers. One of the most significant is the authority to adopt regulations governing the subdivision of land within its jurisdiction; these regulations provide the requirements for plat approval. Counties may require legislative body approval of subdivision regulations or amendments enacted by the regional planning commission. T.C.A. § 13-3-403. Additionally, T.C.A. § 13-3-403(b) authorizes regional planning commissions to condition final plat approval on the completion of infrastructure improvements or in lieu of such completion, submittal of a bond, letter of credit, or other method of assurance, in form, in amount, and with conditions and surety satisfactory to the regional planning commission. The bond, letter of credit, or other method of assurance shall provide for and secure to the public and the local government the actual construction and installation of the infrastructure improvements within a period specified by the regional planning commission and expressed in the bond, letter of credit, or other method of assurance. The county attorney is required to enforce any bond, letter of credit, or other method of assurance by all appropriate legal and equitable remedies, and moneys collected on the bond, letter of credit, or other method of assurance shall be paid into the county's treasury. Upon the order of the regional planning commission, the moneys must be applied to the construction and installation of the infrastructure improvements. Planning commissions must include as part of their subdivision regulations provisions stating that they will only exercise their authority in accordance with the legal standards set forth in United States Supreme Court cases, *Nollan v. California Coastal Comm'n* and *Dolan v. City of Tigard*. T.C.A. § 13-3-403.

Also, the planning commission is entitled to relevant information from local officials, and its members may enter upon property for examination or survey. T.C.A. §13-3-104. The commission may hire employees, with some restrictions, and it may contract with planners and other experts. Expenditures of the commission are governed by T.C.A. § 13-3-103. Under certain circumstances the planning commission also has the power to combine substandard lots under one owner into one standard lot. T.C.A. § 13-3-402. The planning commission may also grant variances to subdivision regulations. T.C.A. § 13-3-402.

Additionally, T.C.A. §13-3-413 authorizes regional planning commissions to promulgate provisions in subdivision regulations and recommend zoning ordinance amendments for the establishment of review and approval powers for site plans and the establishment under the zoning provisions for review and approval of planned unit developments, overlay districts, mixed use developments, condominiums and other types of sustainable design and development of property. Infrastructure and internal development improvements such as public and non-public roads, water and sewer lines, landscaping, green space, sustainable design features and other improvements as required by the planning commission, either through its subdivision regulation or through the local government's zoning ordinance, shall be subject to bonding or other methods of guaranteeing their installation. The planning commission may set and hold the guaranteeing instruments or may designate another governmental body that duty and function.

T.C.A. §13-3-413 also provides for vested rights in preliminary development plans or final development plans or building permits if preliminary plans are not required. Under §13-3-413, the vesting period for building permits is as specified in the permit and the vesting period for development plans is three years from the date of preliminary plan approval. If an applicant receives final development plan approval, then the applicant is eligible to receive two additional years. Section 13-3-413 also specifies that the total vesting period may not exceed 10 years unless the local government grants an extension and the maximum vesting period for multi-phase developments is 15 years (for all phases); however, this time period can also be extended by the local government. Additionally, §13-3-413 provides that the development standards in effect at the time of plan or permit approval will apply to the property during the vesting period. Section 13-3-413 also specifies certain circumstances in which vesting rights can be terminated.

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**Source URL:** <https://www.ctas.tennessee.edu/eli/duties-and-powers-planning-commission>

**RESOLUTION**

No. 2025/01/ 02

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 27th day of January 2025.

**RESOLUTION IN REF: A RESOLUTION REQUESTING THE 114<sup>th</sup> SESSION OF THE TENNESSEE GENERAL ASSEMBLY TO ALLOCATE ONE HALF OF THE REAL ESTATE TRANSFER TAX TO THE COUNTY, WHERE THE TAX WAS COLLECTED, ON A RECURRING BASIS.**

WHEREAS, for many years, the State of Tennessee has imposed a tax of \$0.37 per \$100 of value for the privilege of publicly recording documents evidencing all transfers of realty, whether by deed, court deed, decree, partition deed, or other instrument evidencing transfer of any interest in real estate; and

WHEREAS, although this tax is collected locally, it is currently remitted to the State, and the revenue is not made available for use by local officials to address needs in the community where the tax is collected; and

WHEREAS, county governments have few revenue options available to them for funding the many crucial governmental services mandated by state law and are therefore largely dependent upon property tax to fund these services; and

WHEREAS, county governments have been fiscally disciplined, allowing Tennessee to remain a low property tax burden state; however, county budgets are increasingly strained by factors such as inflation, challenges in recruiting and retaining qualified staff, and requirements to meet state mandates like increasing teacher compensation; and

WHEREAS, many counties are experiencing rapid population growth as families are choosing to move to Tennessee and settle in its communities, adding to the demand for county services and infrastructure which are necessary to maintain the quality of life all Tennesseans expect and deserve; and

WHEREAS, as the State continues to experience revenue collections in excess of budgeted estimates, allocating one half of the real estate transfer tax on a recurring basis to the county where collected would take pressure off local property taxes and allow for investment in infrastructure and services without unduly burdening state finances and without increasing the rate of this tax.

THEREFORE, BE IT RESOLVED that Hawkins County hereby requests that one half of the tax collected pursuant to *Tennessee Code Annotated* § 67-4-409 be shared with the County where collected on a recurring basis.

BE IT FURTHER RESOLVED: That the Chairman of this County legislative body and the County Clerk certify and forward this resolution to the members of the Tennessee General Assembly representing this County.

Introduced By Esq. Robbie Palmer

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

Date Submitted 01-13-2025

Marney A. Davis  
County Clerk

Chairman \_\_\_\_\_

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_





RESOLUTION

No. 2025 / 01 / 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27<sup>th</sup> day of January, 2025.

RESOLUTION IN REF: APPROVAL FOR HAWKINS COUNTY VETERANS SERVICE OFFICE TO LEASE KYOCERA MA4000WFX MULTIFUNCTION COPIER FOR 48 MONTHS THROUGH GREATAMERICA FINANCIAL SERVICES

WHEREAS, Hawkins County Veterans Service Office has a current lease through GreatAmerica Financial Services for a copier; and

WHEREAS, the proposed contract reduces the monthly cost to \$33.47 and provides an upgraded and new unit; and

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

Introduced By Esq. Nancy Barker
Seconded By Esq.
Date Submitted 01-13-2025
County Clerk Nancy A. Jones
By:
Chairman:

ACTION: AYE NAY PASSED FAILED
Roll Call
Voice Vote
Absent
Abstain
COMMITTEE ACTION



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO Box 660831, Dallas TX 75266-0831

AGREEMENT NO.: 3101984

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Hawkins, County of DBA Hawkins County Veteran's Services

ADDRESS: 100 E Main St Rogersville, TN 37857-3358

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

A-Z Office Resource Inc. Morristown, TN

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Kyocera MA4000wfx

EQUIPMENT LOCATION: As Stated Above

(\*PLUS TAX)

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT\*: \$33.47

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT. OWNER: GreatAmerica Financial Services Corporation

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO Box 660831, Dallas TX 75266-0831



AGREEMENT NO.: 3101984

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Hawkins, County of DBA Hawkins County Veteran's Services

ADDRESS: 100 E Main St Rogersville, TN 37857-3358

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A-Z Office Resource Inc. Morristown, TN

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Kyocera MA4000wfx

EQUIPMENT LOCATION: As Stated Above

(\*PLUS TAX)

TERM IN MONTHS: 48

MONTHLY PAYMENT AMOUNT: \$33.47

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supercedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT. OWNER: GreatAmerica Financial Services Corporation

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

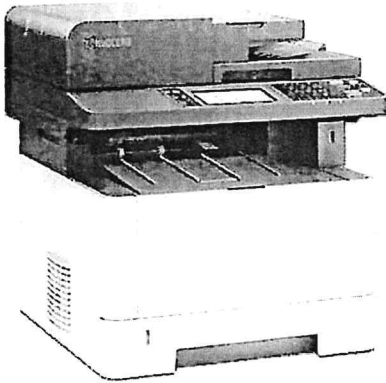
PRINT NAME & TITLE:



Hawkins County  
Veteran's Service Office  
100 East Main Street, Suite 218  
Rogersville, TN 37857

11/13/2024  
Proposal By: Gary Varnell  
Phone: (423) 272-7664 #2

Kyocera MA4000wfx



- 42 PPM B&W Multifunction
- Copy / Print / Scan / Fax
- Color Scan to SMB
- Fax Unit
- Standard Duplex
- 50,000 Max Monthly Duty Cycle
- 250 Sheet Paper Tray

Your Pricing for the Kyocera MA4000wfx

Price: \$33.47 / mo for 48 months

Service Agreement Pricing

Transfer Current

Signature of Acceptance: \_\_\_\_\_

Service Agreement Includes:

- All Black Toner Cartridges
- Any Service Labor
- Initial Setup & Initial Network/PC Setup
- Covers all MFP Operating Parts

Please see attached brochure for specifications on the Kyocera MA4000wfx





kyoceradocumentsolutions.us

# Be quick. Modernize your office.

The ECOSYS MA4000wfx is designed to meet the diverse needs of medium and large-sized companies, increasing productivity by offering a fast warm-up time and high processor speed.

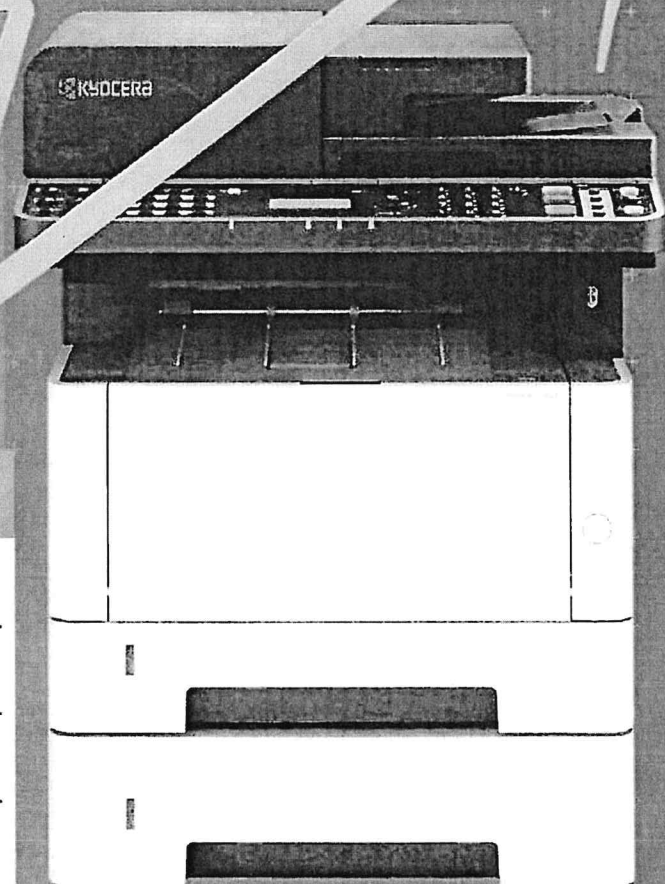
**ECOSYS MA4000wfx**

**A4 B&W multifunctional printer**

**Up to 42 pages per minute**

**Double-sided-print, copy, scan, and fax**

**Compatible with diverse mobile software**



## ECOSYS MA4000wTx

### BASIC SPECIFICATIONS

**Configurations:** B&W MFP - Print / Scan / Copy / Fax  
**Pages per Minute:** Letter: 42 ppm; Legal: 34 ppm; A4: 40 ppm  
**Duplex Print Speed:** Letter 21 ppm; Legal 17 ppm; A4 20 ppm  
**Display:** 5 line LCD with Hard Key Control Panel  
**Warm Up Time:** 19 Seconds or Less (Power On)  
**First Page Out Time:**  
**Copy:** 6.4 Seconds or Less  
**Print:** 6.4 Seconds or Less  
**Resolutions:** 300dpi, 600dpi, up to Fine1200  
**Memory:** 1GB  
**Duplex:** Standard Stackless Duplex Supports Statement to Legal (5.5" x 8.5" - 8.5" x 14"), 16 lb. Bond - 90 lb. Index (60 - 163gsm)  
**Dimensions / Weight:** 18.7" W x 16.2" D x 17.2" H / 43 lbs  
**Monthly Print Volume:** 80,000 Pages per Month

### POWER CONSUMPTION

**Electrical Requirements:** 120V, 60Hz, 8.9A; 220-240V, 50/60Hz, 4.1A  
**Typical Electricity Consumption (TEC):**  
120V: 0.35 kWh/week; 220-240V: 0.35 kWh/week  
**Maximum (Including Options):** 120V: 1,135 W; 220-240V: 1,107 W  
**Copy/Printing:** 120V: 577.9/577.9 W; 220-240V: 574.4/574.4 W  
**Ready Mode:** 120V: 10.4W; 220-240V: 10.8W  
**Sleep Mode:** 120V: 0.4W; 220-240V: 0.4W  
**Power Off:** 120V: 0.1 W; 220-240V: 0.1W

### PRINTER SPECIFICATIONS

**Standard Controller:** ARM Cortex A53 single 1.0GHz + ARM Cortex-M3 100MHz  
**PDLS / Emulations:** PRESCRIBE, PCL6 (PCL-XL / PCL-5e), KPDL3 (PostScript3 compatible), PDF w/KPDL3 setting, XPS / Open XPS  
**Fonts:** Outline: 93 Fonts (PCL 6/KPDL3), 4 Calibri, 4 Cambria, Bitmap: 1 Font, 79 Outline Fonts  
**Barcodes:** 1 Dimensional: 45 Type; 2 Dimensional: PDF417 1 Type  
**Windows OS Compatibility:** Windows 10 (32/64), Windows 11 (64), Windows Server 2016, 2019, 2022  
**MAC OS Compatibility:** MAC OS X 10.9 or Greater  
**Linux Printer Driver:** Ubuntu 20.04 or higher, Debian 11 or higher, OpenSUSE 15.5 or higher, Fedora 39 or higher, CentOS Stream 9 or higher  
**Chrome OS:** Version 118 or Higher  
**Interfaces:** 10 BASE-T/100 BASE-T/1000 BASE-T, USB 2.0, 1 USB Host  
**Mobile Printing:** Apple AirPrint®, Mopria®, KYOCERA Mobile

Print, KYOCERA MyPanel, KYOCERA Android Print Service Plugin  
**Network Print and Supported Protocols:** TCP/IP V4/V6, NetBEUI, FTPS, LPR, Port9100, IPPS, WSD, SMTP, SNMP, SIEM  
**Drivers:** KX Driver, PCL Uni Driver, KPDL Uni Driver, TWAIN Driver (Network & USB), WIA Driver (Network & USB), MAC Driver, Linux Driver, ChromeOS Driver, Network Fax Driver  
**Utilities:** KYOCERA Quick Scan, KYOCERA Print Center, KYOCERA Cloud Access, Scan-to-Folder Setup Tool for SMB, KYOCERA Net Direct Print, KYOCERA Net Viewer, KYOCERA Device Manager, KYOCERA Quick Network Setup, KYOCERA Fleet Services  
**\*SDHC or SD required for:** Private Print, Quick Copy Box, Job Box, Proof & Hold, and Job Storage

### SECURITY

**Standard:** Local & Network Authentication, IPsec, HTTPS, SNMPv3, IPPS, POP over TLS, FTPS and LDAPs, SMTP over TLS

### SCAN SPECIFICATIONS

**Scan Type:** Color, Grayscale, B&W  
**Scan Methods:** PC (SMB Version 3.0), E-mail (SMTP), USB, FTP, FTPS WSD (Network), TWAIN Source (Network & USB), WIA (Network & USB)  
**Scan Resolution:** 200/300/400/600 dpi and up to 1200 dpi (TWAIN)  
**Scanning Functions:** Continuous Scan, Blank Page Skip, DP Auto Crop, WIAScan, ChromeOS (Scan)  
**File Formats:** TIFF (MMR/JPEG compression), JPEG, XPS, Open XPS, PDF (High compression), PDF/A-1, PDF/A-2, Encrypted PDF  
**Original Size:** Min/Max: Statement to Legal (5.5" x 8.5" - 8.5" x 14")

### COPY SPECIFICATIONS

**Image Mode:** Text, Photo, Text & Photo, Light Text/Fine Line  
**Copy Quantity:** 1-999 / Auto Reset to 1  
**Job Management:** 300 Address Book Records, 11 One-Touch Keys, 4 Program Keys  
**Magnification / Zoom:** Auto Zoom, Full Size, 7 Reduction, 5 Enlargement Preset Ratios, 25% - 400% in 1% Step Increments  
**Additional Copy Features:** Auto Paper Select (APS), Background Density Adjustment, Auto Zoom, Auto Duplex, ID Card Copy, Quiet Mode

### FAX SPECIFICATIONS

**Type / Data Compression:** G3 Fax / MMR, MR, MH, IBIG  
**Transmission Speed / Modem Speed:** 3 seconds or less (IBIG) / 33.6Kbps

### Fax Memory: 3.5 MB

**Fax Functions:** Fax Direct Tx, Fax Memory Tx, Scheduled transmission, Fax Polling, Forward Fax, Group Fax, Dial-in/out (LS Model), Number Display Mode, Fax Dedicated Paper Source, Network Fax Tx & RX Group Fax, Fax Dedicated Paper Source, Network Fax Tx & RX

### DOCUMENT PROCESSOR

**Type / Capacity:** Dual Scan Document Processor (DSDP) / 50 Sheets (80gsm)  
**Acceptable Originals:** Statement to Legal (5.5" x 8.5" - 8.5" x 14")  
**Acceptable Weights:** Simplex / Duplex: 13 - 32 lb Bond (50 - 120gsm)

### PAPER SUPPLY

**Standard / Maximum Paper Capacity:** 350 Sheets / 850 Sheets  
**Standard / Maximum Paper Sources:** 2 / 4 Including Multipurpose Tray  
**Paper Output Capacity:** 150 Sheets  
**Paper Size:** Standard and APT: Statement to Legal (5.5" x 8.5" - 8.5" x 14"), Custom  
**Paper Weight:** Drawer 16 lb. Bond - 90 lb. Index (60 - 163gsm); MPT: 16 lb. Bond - 120 lb. Index (60 - 220gsm)  
**Input Materials:** Plain Paper, Bond Paper, Recycled Paper, Thin Paper, Thick Paper; MPT: Labels, OHP, Envelopes

### PAPER HANDLING OPTIONS

**PF-1100:** Paper Feed Cassette 250-sheet Paper Tray (total of 2 additional trays can be added)  
**Paper Size:** Statement to Legal (5.5" x 8.5" - 8.5" x 14")  
**Paper Weight:** 16 lb Bond - 90lb Index (60-163gsm)  
**Input Materials:** Plain Paper, Bond Paper, Recycled Paper; MPT: Thick paper, Thin paper, Labels, Transparency, Envelopes  
**Dimensions / Weight:** 14.8" W x 15.5" D x 3.9" H / 6.4 lbs

### ADDITIONAL OPTIONS

**Print Management:** ThinPrint (UG-33)  
**Security:** Card Authentication Kit (B)  
**SDHC or SD Cards:** 16 / 32 GB  
**UG-50:** TPM (Trusted Platform Module)

### NOTE:

\*SDHC or SD required for: Private Print, Quick Copy Box, Job Box, Proof & Hold, and Job Storage

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RESOLUTION

No. 2025 / 01 / 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27<sup>th</sup> day of January 2025.

**RESOLUTION IN REF: APPROVAL TO STANDARD MILEAGE REIMBURSEMENT RATE INCREASE TO .70 CENTS PER MILE EFFECTIVE FEBRUARY 1, 2025 AS PER STATE RATES**

WHEREAS, the County recognizes the state rate for mileage reimbursement as the guide for the county's reimbursement rate for all county departments; and

WHEREAS, effective January 1, 2025, the State of Tennessee approved an increase to .70 cents per mile; and

THEREFORE, BE IT RESOLVED approval be given by the County Commission to adopt the state mileage rate effective February 1, 2025.

Introduced By Esq. Jason Roach  
Seconded By Esq. \_\_\_\_\_  
Date Submitted 01-13-2025  
County Clerk Nancy A. Lewis  
By: \_\_\_\_\_  
Chairman: \_\_\_\_\_

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

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th DAY OF JANUARY, 2025.

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

The following budget amendments are being requested as listed below:

Account Number	Description				
	<b>PLANNING</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
51720-191	Board and Committee Members Fees	4,200.00	1,200.00		5,400.00
51720-201	Social Security	325.00	90.00		415.00
	<b>Decrease Expenditures/Fund Balance</b>			<b>Decrease</b>	
39000	Undesignated Fund Balance	9,434,937.00		(1,290.00)	9,433,647.00
	<b>Sub-total Expenditures</b>	<b>\$ 9,439,462.00</b>	<b>\$ 1,290.00</b>	<b>\$ (1,290.00)</b>	<b>\$ 9,439,462.00</b>
The above increases are needed to cover underbudgeted line from previous year. The funding will come from undesignated fund balance.					
	<b>PUBLIC SAFETY GRANTS</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
54710-716	Law Enforcement Equipment	0.00	7,008.00		7,008.00
	<b>Increase Revenue</b>		<b>Increase</b>		
46980-VCIF1	Other State Grants(VCIF1)	0.00	7,008.00		7,008.00
	<b>Sub-total Revenues</b>	<b>\$ 0.00</b>	<b>7,008.00</b>	<b>0.00</b>	<b>7,008.00</b>
	<b>Sub-total Expenditures</b>	<b>\$ 0.00</b>	<b>7,008.00</b>	<b>0.00</b>	<b>7,008.00</b>
The above increase in Law Enforcement Equipment is needed to put the unspent portion of a grant from a prior fiscal year back into the budget. The funding will come from an equal increase in revenue. No new County money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Budget</b>
	<b>Page-Total Revenues</b>	<b>\$ 0.00</b>	<b>7,008.00</b>	<b>0.00</b>	<b>7,008.00</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 9,439,462.00</b>	<b>\$ 8,298.00</b>	<b>\$ (1,290.00)</b>	<b>\$ 9,446,470.00</b>

INTRODUCED BY: Jason Roach, Bdgt Comm. Chrmn

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

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

PAID FROM GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 01-13-2025

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

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

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

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





TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th DAY OF JANUARY, 2025.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE FUND**

The following budget amendments are being requested as listed below:

Account Number	Description				
	<b>SOLID WASTE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditures</b>		<b>Increase</b>		
55732-791	Other Construction	0.00	250,000.00		250,000.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
39000	Undesignated Fund Balance	4,146,618.00		(250,000.00)	3,896,618.00
	<b>Sub-total Expenditures</b>	<b>\$ 4,146,618.00</b>	<b>\$ 250,000.00</b>	<b>\$ (250,000.00)</b>	<b>\$ 4,146,618.00</b>
The above increase in Other Construction is to cover the cost of site development of the highway 66S convenience center project. The funding will come from Solid Waste fund balance.					
	<b>Page Totals- Expenditures</b>	<b>\$ 4,146,618.00</b>	<b>\$ 250,000.00</b>	<b>\$ (250,000.00)</b>	<b>\$ 4,146,618.00</b>

INTRODUCED BY: Robbie Palmer

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

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

PAID FROM SOLID WASTE FUND

ACTION: AYE NAY

DATE SUBMITTED 01-13-2025

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

COMMITTEE ACTION:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

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

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27TH DAY OF JANUARY, 2025.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - OTHER SPECIAL REVENUE (ARPA) Fund 128

For Trustee

The following budget amendments are being requested as listed below:

Account Number	Description				
	<b>AMERICAN RESCUE PLAN ACT</b>	<b>Current Budget</b>		<b>Amended Budget</b>	
	<b>Increase Expenditure</b>			<b>Increase</b>	
58832-399	Other Contracted Services	0.00	3,750.00		3,750.00
	<b>Sub-total Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>
	<b>Increase Revenue</b>			<b>Increase</b>	
44110	Investment Income	0.00	3,750.00		3,750.00
	<b>Sub-total Revenues</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>
The above increase in Other Contracted Services is to cover the cost of a software/payment conversion for the Trustee. This will be funded by recognizing a portion of the ARPA funds interest.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Revenues</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>	<b>\$ 0.00</b>	<b>\$ 3,750.00</b>

INTRODUCED BY: Jason Roach, Chrmn, Bdgt Comm.

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

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

PAID FROM OTHER SPECIAL REVENUE (ARPA)

ACTION: AYE NAY

DATE SUBMITTED 01-13-2025

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

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

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

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

RESOLUTION NO.

2025, 01 08

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27th DAY OF JANUARY, 2025.

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

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
	<b>HIGHWAY</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
68000-714	Highway Equipment	75,000.00	20,000.00		95,000.00
	<b>Decrease Expenditure</b>			<b>Decrease</b>	
68000-718	Motor Vehicles	65,000.00		(20,000.00)	45,000.00
	<b>Sub-total Expenditures</b>	<b>\$ 140,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ (20,000.00)</b>	<b>\$ 140,000.00</b>
The above increase in Highway Equipment is to cover the cost of a tractor with attached mower. The funding will come from a transfer within the highway budget. No new money.					
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals- Expenditures</b>	<b>\$ 140,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ (20,000.00)</b>	<b>\$ 140,000.00</b>

INTRODUCED BY: Jason Roach, Bdgt. Comm. Chrmn.

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

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

PAID FROM HIGHWAY FUND

ACTION: AYE NAY

DATE SUBMITTED 01-13-2025

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

COUNTY CLERK: NANCY A. DAVIS

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

BY: Nancy A. Davis

ABSENT \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

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

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

RESOLUTION NO. 2025 / 01 / 09

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27<sup>th</sup> DAY OF JANUARY 2025.

**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, January 27, 2025, go on record as passing this resolution.

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

Seconded by Esq. \_\_\_\_\_ Paid From \_\_\_\_\_ Fund

ACTION: Aye    Nay    Abstain

Date Submitted 01-13-2025

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

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

COMMITTEE ACTION:                      APPROVED                      DISAPPROVED

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

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

FUND: 141 GENERAL PURPOSE SCHOOL FUND

AMENDMENT NUMBER: 4

Date: January 27, 2025

ORIGINAL BUDGET AMOUNT	66,877,215.00
PREVIOUS AMENDMENTS	6,798,639.97
TOTAL	73,675,854.97
REQUESTED AMENDMENT	2,657,688.39
TOTAL	76,333,543.36

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1	To correct the revenue account for the COPS grants and SLICE grant per County Audit.					
	44570-COPS	Contributions and Gifts	304,272.44		304,272.44	-
	47990-COPS	Other Direct Federal	-	304,272.44		304,272.44
	44570-COPS2	Contributions and Gifts	303,750.00		303,750.00	-
	47990-COPS	Other Direct Federal	-	303,750.00		303,750.00
	44570-SLICE	Contributions and Gifts	1,217,562.98		1,217,562.98	-
	47990-SLICE	Other Direct Federal	-	1,217,562.98		1,217,562.98
2	To budget a grant from Battelle for BGS and RMS					
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
	71100-429-DONGR	Instructional Supplies and Materials	-	1,300.00		1,300.00
	44570-DONGR	Contributions and Gifts	-	1,300.00		1,300.00
3	To correct the reserve for the SPARC grant.					
		<b>71300 CAREER AND TECHNICAL EDUCATION PROGRAM, 76100 REGULAR CAPITAL OUTLAY</b>				
	71300-429-SPARC	Instructional Supplies and Materials	13,344.18	3,431.39		16,775.57
	39000	Unassigned Fund Balance			3,431.39	
4	To amend the Innovative School Models Grant.					
		<b>71300 VOCATIONAL EDUCATION PROGRAM, 76100 REGULAR CAPITAL OUTLAY</b>				
	71300-429-ISM	Instructional Supplies and Materials	459,610.24		118,729.23	340,881.01
	71300-730-ISM	Vocational Instruction Equipment	793,025.27		114,975.13	678,050.14
	72710-729-ISM	Transportation Equipment	60,000.00		20,000.00	40,000.00
	76100-706-ISM	Building Construction	950,000.00	253,704.36		1,203,704.36
				253,704.36	253,704.36	
5	To budget a donations for the Family Resource Center.					
		<b>73300 COMMUNITY SERVICES</b>				
	73300-499-FRCDON	Other Supplies and Materials	10,389.00	2,200.00		12,589.00
	44570-FRCDON	Contributions and Gifts	1,300.00	2,200.00		3,500.00
6	To budget a grant from TVA for Carters Valley Elementary.					
		<b>76100 REGULAR CAPITAL OUTLAY</b>				
	76100-790-TVAGR	Other Equipment	-	1,500.00		1,500.00
	44570-TVAGR	Contributions and Gifts	-	1,500.00		1,500.00
7	To correct the original budget.					
		<b>72210 REGULAR INSTRUCTION PROGRAM</b>				
	72210-207	Medical Insurance	30,176.00	199,257.00		229,433.00
	46510	Tennessee Investment in Student Achievement	47,653,625.00	199,257.00		47,852,882.00
8	To make appropriations for EDIA software for math intervention support.					
		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
	71100-471	Software	-	58,550.00		58,550.00
	71100-116	Teachers	21,743,999.00		58,550.00	21,685,449.00
9	To make appropriations for Panorama Pathways data software.					
		<b>72210 REGULAR INSTRUCTION PROGRAM</b>				
	72210-471	Software	-	16,025.00		16,025.00
	71100-116	Teachers	21,685,449.00		16,025.00	21,669,424.00
10	To make appropriations for the CTE expansions projects.					
		<b>76100 REGULAR CAPITAL OUTLAY</b>				
	76100-304-CTEEX	Architects	-	30,000.00		30,000.00
	76100-706-CTEEX	Building Construction	-	2,420,000.00		2,420,000.00
				2,450,000.00		
	39000	Unassigned Fund Balance			2,450,000.00	
		<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>		2,985,967.75	2,781,710.75	
		<b>TOTAL REVENUES</b>		2,029,842.42	1,825,585.42	

RESOLUTION NO. 2025/01/10

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27<sup>th</sup> DAY OF JANUARY 2025.

**RESOLUTION IN REF: CENTRAL CAFETERIA FUND BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Central Cafeteria 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, January 27, 2025, go on record as passing this resolution.

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

Seconded by Esq. \_\_\_\_\_ Paid From \_\_\_\_\_ Fund

ACTION: Aye Nay Abstain

Date Submitted 01-13-2025

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

Absent \_\_\_\_\_

COMMITTEE ACTION: APPROVED DISAPPROVED

\_\_\_\_\_

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

FUND: 143 CENTRAL CAFETERIA FUND  
 AMENDMENT NUMBER: 1  
 DATE: January 27, 2025

ORIGINAL BUDGET AMOUNT	5,911,933.00
PREVIOUS AMENDMENTS	-
TOTAL	5,911,933.00
REQUESTED AMENDMENT	3,218.44
TOTAL	5,915,151.44

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1	To budget a safety grant from TN Risk Management.					
		<b>73100 FOOD SERVICE</b>				
	73100-710	Food Service Equipment	140,000.00	3,218.44		143,218.44
	44570	Contributions and Gifts		3,218.44		3,218.44
		<b>TOTAL EXPENDITURES</b>		<b>3,218.44</b>		
		<b>TOTAL REVENUES</b>		<b>3,218.44</b>		



RESOLUTION NO. 2025 / 01 / 11

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 27<sup>th</sup> DAY OF JANUARY 2025.

**RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the School Transportation 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, January 27, 2025, go on record as passing this resolution.

Introduced by Esq. Nancy Barker  
Vice-Chairman Budget Committee

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

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

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

ACTION:    Aye    Nay    Abstain

Date Submitted 01-13-2025

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

County Clerk: Nancy A. Davis

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

By: Nancy A. Davis

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

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

FUND: 144 SCHOOL TRANSPORTATION FUND  
 AMENDMENT NUMBER: 2  
 Date: January 27, 2025

ORIGINAL BUDGET AMOUNT	4,670,502.00
PREVIOUS AMENDMENTS	61,847.98
TOTAL	4,732,349.98
REQUESTED AMENDMENT	78,140.09
TOTAL	4,810,490.07

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
1		To budget insurance recovery funds for Bus #10 and #48.				
		<b>72710 TRANSPORTATION</b>				
	72710-338	Maintenance & Repair Services-Vehicles	76,514.98	806.76		77,321.74
	72710-729	Transportation Equipment	424,833.00	77,333.33		502,166.33
				<b>78,140.09</b>		
	49700	Insurance Recovery		<b>78,140.09</b>		
2		To reallocate funds for additional staff development.				
		<b>72710 TRANSPORTATION</b>				
	72710-729	Transportation Equipment	502,166.33		<b>6,600.00</b>	495,566.33
	72710-524	Inservice Staff Development	3,000.00	<b>6,600.00</b>		9,600.00
		<b>TOTAL EXPENDITURES</b>		<b>84,740.09</b>	<b>6,600.00</b>	
		<b>TOTAL REVENUES</b>		<b>78,140.09</b>		

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2025/01/12

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:

NOTARY PUBLIC APPROVAL DURING THE JANUARY 22, 2025 MEETING OF THE GOVERNING BODY:

NAME HOME ADDRESS BUSINESS ADDRESS

NAME	HOME ADDRESS	BUSINESS ADDRESS
1. NICHOLE ALLEN	164 AUSTIN DR ROGERSVILLE, TN 37857	3825 HWY 66 S (FARM BUREAU) ROGERSVILLE, TN 37857
2. JENNY BELLAMY	308 BIG OAK RD CHURCH HILL, TN 37642	308 BIG OAK RD (COMPASS ONE HEALTHCARE) CHURCH HILL, TN 37642
3. ERIN BORTON	123 SERENITY SPRINGS WAY ROGERSVILLE, TN 37857	PO BOX 1989 (ECU) KINGSPORT, TN 37662
4. SHERRY M. CARVER	583 COX HOLLOW RD KINGSPORT, TN 37663	3804 HWY 66 SOUTH (QUEST ENTERPRISE INC) ROGERSVILLE, TN 37857
5. TAMMY R. CLARK	371 CROSS VLY RD SURGOINSVILLE, TN 37873	115 E WASHINGTON ST (POINT AND KEETON, PC) ROGERSVILLE, TN 37857
6. LISA CLINE	150 HARBOR DR MOORESBURG, TN 37811	150 HARBOR DR (SELF) MOORESBURG, TN 37811
7. AMY Y. DORTON	1522 MAPLE HILL DR MOUNT CARMEL, TN 37645	166 MAIN ST W (ECU) MOUNT CARMEL, TN 37645
8. DEANA MARIE DORTON	514 DEERFIELD CIR CHURCH HILL, TN 37642	PO BOX 8 (FIRST UTILITY DISTRICT OF HAWKINS CO) CHURCH HILL, TN 37642
9. SHARON REBECCA DRINNON	138 RIDGE RD BULLS GAP, TN 37711	506 W MORRIS BLVD (SMOKEY MOUNTAIN HOSPICE) MORRISTOWN, TN 37813
10. VICKIE J. DRINNON	2287 HWY 113 WHITESBURG, TN 37891	1441 BRICKELL AVE #1100 (KENNY NACHWALTER PA) MIAMI, FL 33131
11. WANDA SUE FLANARY	328 VALLEY DR CHURCH HILL, TN 37642	444 CLINCHFIELD ST STE 201(ST OF FRANKLIN HEALTHCARE) KINGSPORT, TN 37660
12. STEPHEN E HAYWORTH	141 PHIPPS RD ROGERSVILLE, TN 37857	3825 HWY 66 S STE B (STEVE HAYWORTH FARM BUREAU INS) ROGERSVILLE, TN 37857
13. LISA R. MORRISON	331 HIDDEN VLY RD ROGERSVILLE, TN 37857	377 PHIPPS BEND RD ( COOPER STANDARD AUTOMOTIVE) SURGOINSVILLE, TN 37873
14. ANTOINETTE M. NICOLO	3540 GOSHEN VLY RD ROGERSVILLE, TN 37857	3540 GOSHEN VLY RD (SELF) ROGERSVILLE, TN 37857
15. CONNIE RIMER	125 CEDAR KNOLL CIR ROGERSVILLE, TN 37857	3825 HWY 66 S (FARM BUREAU) ROGERSVILLE, TN 37857
16. JAMIE SPAYTH	198 TAYLOR LN ROGERSVILLE, TN 37857	3825 HWY 66 S (FARM BUREAU) ROGERSVILLE, TN 37857

(Seal)

Clerk of the County of Hawkins, Tennessee

Date