



RESOLUTION

No. 2025 / 04 / 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

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

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

<u>QUANTITY</u>	<u>MAKE</u>	<u>VIN#</u>
1	2023 Mack 1M2	1M2GR3GC1PM036428
1	2023 Mack 1M2	1M2GR3GC3PM036429

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

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

Introduced By Esq. Robbie Palmer

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk [Signature]

By: _____

Chairman: _____

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



RESOLUTION

No. 2025 / 04 / 02

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

RESOLUTION IN REF: APPROVAL TO AMEND THE APPROPRIATION OF THE ORIGINAL WHEEL TAX FEE IN THE AMOUNT OF \$6.67 FROM HIGHWAY DEBT SERVICE FUND TO HIGHWAY CAPITAL PROJECTS

WHEREAS, Hawkins County adopted a wheel tax in 1985 per resolution 1-6/3/1985 and 2-7/1/1985 with 33.3% of \$20, or \$6.67, allocated to the Highway Debt Service Fund; and

WHEREAS, the Highway Debt Service Fund will be fully satisfied as of June 2025 for the 2019 General Obligation Refunding Bonds; and

WHEREAS, resources cannot be conveyed to any debt service fund with no liability beholden; and

THEREFORE, BE IT RESOLVED approval be given to convey the full \$6.67 of the Highway Debt Services allocation from the original wheel tax fee to Fund 176 for Highway Capital Projects in order to subsidize future expenditures to maintain, upgrade, acquire, repair or finance any additional future capital needs within the Highway Department.

Introduced By Esq. Josh Gilliam

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk Nancy H. Davis

By: _____

Chairman: _____

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



RESOLUTION

No. 2025 / 04 / 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

**RESOLUTION IN REF: APPROVAL TO RENEW THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
EMPLOYER RATE OF 7% FOR FY 2025-2026**

WHEREAS, the Tennessee Consolidated Retirement System (TCRS) minimum employer contribution rate remains unchanged at 6.02% for FY 2025-2026; and

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

THEREFORE, BE IT RESOLVED that approval be given to reinstate the aforementioned rate of 7% for Hawkins County's Employer Contribution Rate to the Tennessee Consolidated Retirement System for FY 2025-2026.

Introduced By Esq. Jason Roach

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk Monica J. Davis

By: _____

Chairman: _____

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



RESOLUTION

No. 2025 / 04 / 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

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

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

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

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

Introduced By Esq. Jason Roach

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk Nancy Williams

By: _____

Chairman: _____

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

HAWKINS COUNTY TENNESSEE

Debt Management Policy

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

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INTRODUCTION

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

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

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

I. INTRODUCTORY STATEMENT

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

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

II. GOALS AND OBJECTIVES

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

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

- To guide the County in policy and debt issuance decisions
- To maintain appropriate capital assets for present and future needs
- To promote sound financial management
- To protect the County's credit rating
- To ensure the County's debt is issued legally under applicable state and federal laws
- To promote cooperation and coordination with other parties in the financing
- To evaluate debt issuance options
- To issue debt with a level or declining payment structure to create future debt capacity and financial flexibility
- To manage and mitigate the impact of past balloon indebtedness on the County's revenues

III. PROCEDURES FOR ISSUANCE OF DEBT

1) Authority

- a) The County will only issue Debt by utilizing the statutory authorities provided by *Tennessee Code Annotated* as supplemented and revised ("TCA") and the Internal Revenue Code (the "Code").

- b) The County will adhere to any lawfully promulgated rules and regulations of the State and those promulgated under the Code.
- c) All Debt must be formally authorized by resolution of the County's Legislative Body.

2) Transparency

- a) It is recognized that the issuance of Debt must have various approvals and on occasion, written reports provided by the State of Tennessee Comptroller's office either prior to adoption of resolutions authorizing such Debt, prior to issuance and/or following issuance. The County, in conjunction with any professionals (including, but not limited to, financial advisors, underwriters, bond counsel, etc. which may individually or collectively be referred to herein as "Financial Professionals") will ensure compliance with TCA, the Code and all federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the County related to consideration and approval of Debt. Additionally, the County shall provide the Tennessee Comptroller's office sufficient information on the Debt to not only allow for transparency regarding the issuance, but also assuring that the Comptroller's office has sufficient information to adequately report or approve any formal action related to the sale and issuance of Debt. The County will also make this information available to its legislative body, citizens and other interested parties.
- b) The County will file its Audited Financial Statements and any Continuing Disclosure document prepared by the County or its Dissemination Agent. To promote transparency and understanding, these documents should be furnished to members of the Legislative Body and made available electronically or by other usual and customary means to its citizens, taxpayers, rate payers, businesses, investors and other interested parties by posting such information on-line or in other prominent places.

IV. CREDIT QUALITY AND CREDIT ENHANCEMENT

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

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

1) Insurance

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

2) Letters of Credit

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

V. AFFORDABILITY

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

VI. DEBT STRUCTURE

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

1) Term

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

2) Capitalized Interest

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

3) Debt Service Structure

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

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

4) Balloon Debt

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

5) Call Provisions

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

6) Original Issuance Discount/Premium

Debt with original issuance discount/premium will be permitted.

7) Deep Discount Bonds

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

VII. DEBT TYPES

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

1) Security Structure

a) General Obligation Bonds

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

b) Revenue Debt

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

c) Capital Leases

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

2) Duration

a) Long-Term Debt

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

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

b) Short-Term Debt

Short-term borrowing may be utilized for:

- i. Financing short economic life assets;

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

3) Interest Rate Modes

a) Fixed Rate Debt

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

b) Variable Rate Debt

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

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

- i. *Asset-Liability Matching;*
- ii. *Construction Period Funding;*
- iii. *High Fixed Interest Rates.* Interest rates are above historic averages;
- iv. *Diversification of Debt Portfolio;*

- v. *Variable Revenue Stream.* The revenue stream for repayment is variable and is anticipated to move in the same direction as market-generated variable interest rates or the dedication of revenues allows capacity for variability; and
- vi. *Adequate Safeguard Against Risk.* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts such structures could include, but are not limited to, interest rate caps and short-term cash investments in the County's General Fund.

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

4) Zero Coupon Debt

Zero Coupon Debt may be used if an analysis has been conducted by the Mayor and Finance Director and/or Financial Professionals, if any, and the risks and returns associated with the Zero-Coupon Debt have been made. The analysis shall include, but not be limited to a recommendation regarding the use of Zero-Coupon Debt as the most feasible instrument considering available revenues streams, the need for the project and other factors determined by the Legislative Body.

5) Synthetic Debt

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

VIII. REFINANCING OUTSTANDING DEBT

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

1) Debt Service Savings

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

2) Balloon Debt

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

3) Restructuring for economic purposes

The County may also refund Debt when it is in its best financial interest to do so. Such a refunding will be limited to restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular

debt service payments, release reserve funds or remove unduly restrictive bond covenants or any other reason approved by the Legislative Body in its discretion. The County will strive to issue refunding debt with a level or declining debt payment structure and whenever possible mitigate previously issued balloon indebtedness structures.

4) Term of Refunding Issues

Normally, the County will refund Debt equal to or within its existing term. However, the Mayor and Finance Director may consider maturity extension, when necessary to achieve desired outcomes, provided that such extension is legally permissible and it is approved by the Legislative Body. The Mayor and Finance Director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful economic life of the financed facility and the concept of intergenerational equity should guide these decisions.

5) Escrow Structuring

The County shall utilize the least costly securities available in structuring refunding escrows. In the case of open market securities, a certificate will be provided by a third-party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. In cases where taxable Debt is involved, the Mayor and Finance Director, with the approval of bond counsel, may make a direct purchase as long as such purchase is the most efficient and least costly. Under no circumstances shall an underwriter, agent or any Financial Professionals sell escrow securities involving tax-exempt Debt to the County from its own account.

6) Arbitrage

The County shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refunding. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

IX. METHODS OF ISSUANCE

The Mayor and Finance Director may consult with a Financial Professional regarding the method of sale of Debt. Subject to approval by the Legislative Body, the Mayor and Finance Director will determine the method of issuance of Debt on a case-by-case basis consistent with the options provided by prevailing State law.

1) Competitive Sale

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

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

2) Negotiated Sale

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

- a) State requirements on negotiated sales;
- b) Debt structure which may require a strong pre-marketing effort such as those associated with a complex transaction generally referred to as a "story" bond;
- c) Size or structure of the issue which may limit the number of potential bidders;

- d) Market conditions including volatility wherein the County would be better served by the flexibility afforded by careful timing and marketing such as is the case for Debt issued to refinance or refund existing Debt;
- e) Whether the Debt is to be issued as variable rate obligations or perhaps as Zero-Coupon Debt;
- f) Whether an idea or financing structure is a proprietary product of a single firm;
- g) In a publicly offered or privately placed, negotiated sale, a financial advisor, if any, shall not be permitted to resign as the financial advisor in order to underwrite or privately place an issue for which they are or have been providing advisory services;
- h) The underwriter shall clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the County with respect to the negotiated issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from those of the County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Legislative Body (or its designated official) in advance of the pricing of the debt.

3) Private Placement

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

X. PROFESSIONALS

1) Financial Professionals

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

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

2) Miscellaneous

a) Written Agreements

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

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

b) Conflict of Interest

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

XI. COMPLIANCE

1) Continuing Annual Disclosure

Normally at the time Debt is delivered, the County will execute a Continuing Disclosure Certificate in which it will covenant for the benefit of holders and beneficial owners of the publicly traded Debt to provide certain financial information relating to the County by not later than twelve months after each of the County's fiscal years, (the "Annual Report and provide notice of the occurrence of certain enumerated events. The Annual Report (and audited financial statements, if filed separately) will be filed with the MSRB through the operation of the Electronic Municipal Market Access system ("EMMA") and any State Information Depository established in the State of Tennessee (the "SID"). If the County is unable to provide the Annual Report to the MSRB and any SID by the date required, notice of each failure will be sent to the MSRB and any SID on or before such date. The notices of certain enumerated events will be filed by the County with the MSRB through EMMA and any SID. The specific nature of the information to be contained in the Annual Report or the notices of significant events is provided in each Continuing Disclosure Certificate. These covenants are made in order to assist underwriters in complying with SEC Rule 15c2-12(b) (the "Rule").

2) Arbitrage Rebate

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

3) Records

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

XII. INTERNAL CONTROLS

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

XIII. DEBT POLICY REVIEW

1) General Guidance

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

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

2) Designated Official

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



RESOLUTION

No. 2025 / 04 / 05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

RESOLUTION IN REF: APPROVAL TO APPLY FOR A LITTER GRANT FOR THE FY 2025-2026 FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND APPROVAL OF ATTACHED PROGRAM DESCRIPTION.

WHEREAS, Hawkins County intends to apply for a Litter Grant from the Tennessee Department of Transportation for the fiscal year 2025-2026, and the contract for the grant will impose certain legal obligations upon the county; and

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

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

Introduced By Esq. Jason Roach

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk Nancy A. Paul

By: _____

Chairman: _____

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

HAWKINS COUNTY LITTER PROGRAM
FY 2025-2026
ROADSIDE LITTER PICKUP WORK PLAN

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

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

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

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

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

HAWKINS COUNTY LITTER PROGRAM
FY 2025-2026
EDUCATION PROGRAM WORK PLAN

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

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

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

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

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

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



RESOLUTION

No. 2025 / 04 / 06

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of April, 2025.

RESOLUTION IN REF: APPROVAL TO ACCEPT CINTAS UNIFORM AND WORKPLACE SERVICES PRODUCTS RENTAL CONTRACT ON BEHALF OF HAWKINS COUNTY HIGHWAY DEPARTMENT THROUGH THE OMNIA PARTNERS PURCHASING COOPERATIVE

WHEREAS, the Hawkins County Highway Department desires to enter into a 60-month contract for the provision of uniform and service product rental services for employees; and

WHEREAS, OMNIA Partners provides government procurement processes with volume discounts under cooperative purchasing contracts for local governments, precluding the bidding requirement; and

THEREFORE, BE IT RESOLVED that County Mayor Mark DeWitte be given the authority to sign the contract as attached to this resolution.

Introduced By Esq. Charlie Thacker

Seconded By Esq. _____

Date Submitted 04-14-25

County Clerk Nancy A. Conley

By: _____

Chairman: _____

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

Workplace Solutions Cooperative Acceptance Agreement



Location #: 956M
Contract #: 210023011
Customer #: 11173112

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

Customer/Participating Agency: County of Hawkins Highway Department ("Customer") Date: _____
Address: 144 Flora Ferry Road City: Rogersville State: TN Phone: _____ Zip: 37357

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
935	UNF SHIRT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.18	21.60
945	WORK PANT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.21	23.40
970	PERMA-LND JKT/NAVY TWILL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.44	31.95
340	UNF PANT/NAVY DP COTTON	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.37	25.20
381	JEAN/CARHART/RELX FIT/DK DENIM	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.70	24.30
330	SHIRT/LT BLU/100% COTN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.26	17.69

Space for additional entries provided on page 5

space for additional entries provided on page

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	\$ 2.25	ea	Standard Agency Emblem
Custom Agency Emblem	\$ 2.50	ea	Embroidery
Uniform Advantage	Item:		\$.09
Premium Uniform Advantage	Item:		\$ 0.00
Emblem Advantage	Item:		\$.05
Prep Advantage	Item:		\$.05
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-Up Charge	\$ 1.50	per garment	
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$.15
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	\$ 0.00		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
10184	3X5 ACTIVE SCRAPER	Weekly	Any	2.50
1810	3X5 DURALITE MAT	Weekly	Any	2.61
9207	SANIS BOWL CLIP SVC	Weekly	Any	1.418
10198	3X10 TRAFFIC MAT	Monthly	Any	21.00
10196	3X5 TRAFFIC MAT	Monthly	Any	15.00
10197	4X6 TRAFFIC MAT	Monthly	Any	16.50

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: _____

Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☒ No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 056M

Customer Signature: _____

By: _____

Print Name: _____

Title: _____

Print Title: _____

Accepted-GM: _____

Email: _____

Cintas Enterprise Account: ☐ Yes ☒ No

Customer Contact: _____

Cintas Enterprise Partner Name: _____

Customer Contact Email: _____

Cintas Representative Initials: _____

Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☒ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☒ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:

Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____

ADDENDUM TO CINTAS AGREEMENTS

This Addendum (herein "Addendum") is by reference incorporated into and amends the terms and conditions set forth in CINTAS' Cooperative Acceptance Agreement and OMNIA Master Agreement, 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, this Agreement amends the aforesaid CINTAS and OMNIA agreements as follows:

1. **Precedence.** Notwithstanding any other provision in the aforesaid Agreements, 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 Agreements 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 CINTAS Corporation No. 2, (herein "Vendor").
3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** To the extent authorized by the laws, rules and regulations of the State of Tennessee, the County and CINTAS each agree to defend, indemnify and hold the other harmless from claims for injury or property damage rising out of the performance of the Agreement, but only in proportion to and to the extent such injury or property damage was caused by or results from the negligence of the indemnifying party. No provision of the Agreement shall act or be deemed a waiver by the County of any immunity, or its rights and privileges as a sovereign entity.
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 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 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 County is in breach of any provision of the Agreement or any provision is unenforceable. 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.

CINTAS CORPORATION No. 2

By: _____

Name: _____

Title: _____

Date: _____

HAWKINS COUNTY TENNESSEE

By: _____

Name: Mark Dewitte

Title: Mayor

Date: _____

RESOLUTION NO.

2025104107

TO THE HONORABLE MARK DEWITTE , CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
28TH DAY OF APRIL, 2025.

**RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2024 ESTIMATED FUND
BALANCES AND RESERVES ON APPROVED 2024-25 FY BUDGETS**

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2024 audit was released in February 2025, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2024 - 2025 FY Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30 fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/24 Fund Balances and Reserves on the 2024-2025 FY Budget Document</u>	<u>Actual 6/30/24 Fund Balances and Reserves after Closing Accounting Records for the 2023-2024 FY</u>	<u>Difference</u>
General	\$ 14,382,148	\$ 15,262,607	\$ 880,459
Solid Waste	4,060,800	4,301,245	240,445
Drug Control	679,059	681,579	2,520
Other Spec. Rev. (ARPA)	(2,842,290)	(2,509,814) *	332,476
Highway	2,684,084	2,984,359	300,275
General Debt Service	1,489,687	1,562,829	73,142
Special Debt Service	388,259	405,703	17,444
Education Debt Service	11,862,776	12,232,074	369,298
General Capital Projects	1,649,620	1,687,542	37,922

* ARPA funds cannot be posted as revenue until actual expenditures occur; therefore, fund balance will show as a deficit on a 6/30 if there are encumbrances.

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2024 fund balances and reserves be recognized and amended for the approved 2024 - 25 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

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

SECONDED BY: _____

ACTION: AYE NAY

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

DATE SUBMITTED 04-14-25

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED _____

DISAPPROVED _____

RESOLUTION NO. 2025 / 04 / 08

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
28th DAY OF APRIL 2025.

**RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2024 ESTIMATED FUND
BALANCES AND RESERVES ON APPROVED 2024-25FY BUDGETS**

WHEREAS, it is recommended that the estimated fund balances and reserves presented to County
Commission should reasonably reflect the actual June 30 fund balances and reserves for each fund, and

WHEREAS, the June 30, 2024 audit was released in February 2025, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2024 - 2025FY
Budget, and

WHEREAS, it has been recommended that County Commission be informed of the actual June 30
fund balance of each fund and that the budget document be amended with such.

<u>Fund</u>	<u>Estimated 6/30/24 Fund Balances and Reserves on the 2024-25 FY Budget Document</u>	<u>Actual 6/30/24 Fund Balances and Reserves after Closing Accounting Records for the 2023-2024 FY</u>	<u>Difference</u>
General Purpose School	\$ 9,557,415	\$ 11,246,409	\$ 1,688,994
Central Cafeteria	4,530,882	4,644,945	\$ 114,063
Transportation	624,981	904,538	\$ 279,557
Education Capital Projects Fund	2,066,717	2,070,486	\$ 3,769

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2024 fund balances and
reserves be recognized and amended for the approved 2024 - 25 FY budgets for the purpose of meeting audit
requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Nancy Barker
Vice-Chair Budget Committee

SECONDED BY: _____

ACTION: AYE NAY ABSTAIN

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

CHAIRMAN: MARK DEWITTE

BY: _____

ESTIMATED COST _____

PAID FROM _____ FUND _____

DATE SUBMITTED 04-14-25

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED _____ DISAPPROVED _____

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
28th DAY OF APRIL, 2025.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	HAWKINS COUNTY SHERIFF'S OFFICE	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54110-509	Refunds	0.00	135,190.00		135,190.00
54110-719	Office Equipment	4,250.00	12,504.00		16,754.00
	Increase Revenue		Increase		
46240	School Resource Officer Grant	1,064,810.00	135,190.00		1,200,000.00
	Decrease Expenditure			Decrease	
54110-307	Communication	27,000.00		(8,504.00)	18,496.00
54110-425	Gasoline	214,000.00		(4,000.00)	210,000.00
	Sub-total Expenditures	\$ 245,250.00	\$ 147,694.00	\$ (12,504.00)	\$ 380,440.00
	Sub-total Revenues	\$ 1,064,810.00	\$ 135,190.00	\$ 0.00	\$ 1,200,000.00
	The above increase in Refunds is to pay back the State if any of the SRO grant is unspent. The increase in Office Equipment is to cover 4 AC units for SROs' offices. The funding will come from the SRO grant and transfers within the HCSO budget.				
	JAIL	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54210-509	Refunds	0.00	96.00		96.00
	Decrease Expenditure			Decrease	
54210-524	In Service/Staff Development	10,000.00		(96.00)	9,904.00
	Sub-total Expenditures	\$ 10,000.00	96.00	(96.00)	10,000.00
	The above increase in Refunds is to correct an inmate property mix-up. The funding will come from a transfer within the jail budget. No new money.				
		Current Budget	Increase	Decrease	Budget
	Page Totals- Expenditures	\$ 255,250.00	\$ 147,790.00	\$ (12,600.00)	\$ 390,440.00
	Page Totals- Revenues	\$ 1,064,810.00	\$ 135,190.00	\$ 0.00	\$ 1,200,000.00

INTRODUCED BY: Jason Roach, Bdgt Comm. Chrmn

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 04-14-25

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

COMMITTEE ACTION:

APPROVED _____

DISAPPROVED _____

CHAIRMAN: _____

Account Number	Description				
	PARKS AND FAIR BOARD	Current Budget			Amended Budget
	Increase Expenditure		Increase		
56700-799	Other Capital Outlay(bridge)	100,000.00	5,000.00		105,000.00
	Increase Revenue		Increase		
48130	Contributions(bridge)	0.00	5,000.00		5,000.00
	Sub-total Expenditures	\$ 100,000.00	\$ 5,000.00	\$ 0.00	\$ 105,000.00
	Sub-total Revenues	\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 5,000.00
	The above increase in Other Capital Outlay (bridge) is to recognize the grant match for the Laurel Run Park bridge. The funding will come from another municipality. No new County money.				
	COUNTY CLERK				
	Increase Expenditure		Increase		
52500-435	Office Supplies	7,650.00	2,500.00		10,150.00
	Decrease Expenditure			Decrease	
52500-355	Travel	3,625.00		(1,500.00)	2,125.00
52500-719	Office Equipment	7,650.00		(1,000.00)	6,650.00
	Sub-total Expenditures	\$ 18,925.00	\$ 2,500.00	\$ (2,500.00)	\$ 18,925.00
	The above increase in Office Supplies is needed due to rising cost of printer toners and other supplies. The funding will come from a transfer within the County Clerk budget. No new money.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 118,925.00	\$ 7,500.00	\$ (2,500.00)	\$ 123,925.00
	Page Totals- Revenues	\$ 0.00	\$ 5,000.00	\$ 0.00	\$ 5,000.00

Account Number	Description				
	COUNTY BUILDINGS	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51800-304	Architects	12,000.00	950.00		12,950.00
51800-707	Building Improvements	130,000.00	17,000.00		147,000.00
	Decrease Expenditure			Decrease	
51800-452	Utilities	270,000.00		(9,751.00)	260,249.00
51800-799	Other Capital Outlay	15,000.00		(8,199.00)	6,801.00
	Sub-total Expenditures	\$ 427,000.00	\$ 17,950.00	\$ (17,950.00)	\$ 427,000.00
	The above increase in Architect is for the ADA ramp and parking. The increase in Building Improvements is for HVAC replacement. The funding will come from transfers within the County Buildings Budget. No new money.				
	HEALTH DEPARTMENT				
	Increase Expenditure		Increase		
55110-335	Maintenance and Repair Services-Buildings	8,000.00	10,000.00		18,000.00
55110-499	Other Supplies and Materials	5,950.00	4,000.00		9,950.00
55110-599	Other Charges	4,000.00	1,000.00		5,000.00
55110-799	Other Capital Outlay	20,000.00	5,000.00		25,000.00
	Decrease Expenditure			Decrease	
55110-336	Maintenance and Repair Services-Equipment	5,000.00		(3,000.00)	2,000.00
55110-355	Travel	4,250.00		(2,500.00)	1,750.00
55110-399	Other Contracted Services	70,000.00		(2,000.00)	68,000.00
55110-413	Drugs and Medical Supplies	6,000.00		(4,000.00)	2,000.00
55110-790	Other Equipment	10,000.00		(8,500.00)	1,500.00
	Sub-total Expenditures	\$ 133,200.00	\$ 20,000.00	\$ (20,000.00)	\$ 133,200.00
	The above increases are needed to cover the cost of increasing home visitations, replacement of HVAC unit and installation of concrete pad at the Church Hill Health Dept. The funding will come from transfers within the Health Department's budget. No new money.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 560,200.00	\$ 37,950.00	\$ (37,950.00)	\$ 560,200.00

2025.04.10

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE

Account Number	Description				
	Solid Waste	Current Budget			Amended Budget
	Increase Expenditure		Increase		
55732-791	Other Construction	0.00	125,000.00		125,000.00
	Decrease Expenditure / Fund Balance			Decrease	
39000	Undesignated Fund Balance	4,002,178.00		(125,000.00)	3,877,178.00
	Sub-total Expenditures / Fund Balance	\$ 4,002,178.00	\$ 125,000.00	\$ (125,000.00)	\$ 4,002,178.00
	The above increase is needed to support the completion of Convenience Center 66 per Solid Waste Committee Meeting on April 3rd. The increase will come from undesignated fund balance.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 4,002,178.00	\$ 125,000.00	\$ (125,000.00)	\$ 4,002,178.00

ESTIMATED COST

PAID FROM SOLID WASTE FUND

DATE SUBMITTED 04-14-25

COUNTY CLERK: NANCY A. DAVIS

BY: Melanie H. Adams

10/10/2019

APPROVED ☒ DISAPPROVED ☐

RESOLUTION NO.

2025/04/11

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
28th DAY OF APRIL, 2025.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - HIGHWAY FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	HIGHWAY	Current Budget			Amended Budget
	Increase Expenditure		Increase		
62000-405	Asphalt-Liquid	550,000.00	102,000.00		652,000.00
62000-409	Crushed Stone	425,000.00	54,200.00		479,200.00
62000-499	Other Supplies and Materials	6,000.00	800.00		6,800.00
63100-351	Rentals	3,500.00	1,500.00		5,000.00
63100-418	Equipment and Machinery Parts	100,000.00	25,000.00		125,000.00
63100-433	Lubricants	20,000.00	2,200.00		22,200.00
63100-499	Other Supplies and Materials	4,000.00	3,067.00		7,067.00
	Increase Revenue		Increase		
49700	Insurance Recovery	0.00	31,767.00		31,767.00
	Decrease Expenditure			Decrease	
62000-143	Equipment Operators	353,520.00		(82,000.00)	271,520.00
62000-147	Truck Drivers	284,040.00		(2,000.00)	282,040.00
62000-351	Rentals	35,000.00		(5,000.00)	30,000.00
62000-438	Pipe	85,000.00		(10,000.00)	75,000.00
62000-443	Road Signs	15,000.00		(3,000.00)	12,000.00
63100-142	Mechanics	152,664.00		(25,000.00)	127,664.00
63100-336	Maintenance and Repair Services - Equipment	17,000.00		(11,000.00)	6,000.00
63100-353	Towing Services	1,800.00		(800.00)	1,000.00
63100-424	Garage Supplies	10,000.00		(4,000.00)	6,000.00
63100-450	Tires and Tubes	50,000.00		(9,000.00)	41,000.00
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 2,112,524.00	\$ 188,767.00	\$ (151,800.00)	\$ 2,149,491.00
	Page Totals- Revenue	\$ 0.00	\$ 31,767.00	\$ 0.00	\$ 31,767.00

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

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM HIGHWAY FUND

ACTION: AYE _____ NAY _____

DATE SUBMITTED 04-14-25

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: 

ABSENT _____

APPROVED _____

DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Page 2

Account Number	Description				
	Highway	Current Budget			Amended Budget
	Decrease Expenditure			Decrease	
63100-790	Other Equipment	6,000.00		(2,200.00)	3,800.00
63100-799	Other Capital Outlay	3,000.00		(3,000.00)	0.00
	Sub-total Expenditures	\$ 9,000.00	0.00	(5,200.00)	3,800.00
	The above increases on page 1 and 2 are requested by the Road Superintendent to more accurately reflect expenses within the fiscal year. The increases will come from transfers as well as an increase in revenue within the Highway Fund.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 9,000.00	\$ 0.00	\$ (5,200.00)	\$ 3,800.00
	Page Totals- Revenues	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		Current Budget	Increase	Decrease	Amended Budget
	Grand Total- Expenditures	\$ 2,121,524.00	\$ 188,767.00	\$ (157,000.00)	\$ 2,153,291.00
	Grand Total- Revenues	\$ 0.00	\$ 31,767.00	\$ 0.00	\$ 31,767.00

2025 / 04 / 12

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL CAPITAL PROJECTS FUND

Account Number	Description				
	GENERAL ADMIN PROJECTS	Current Budget			Amended Budget
	Increase Expenditures		Increase		
91110-707	Building Improvements (roof annex)	0.00	474,120.00		474,120.00
	Decrease Expenditures/Fund Balance			Decrease	
39000	Unassigned Fund Balance	1,891,472.00		(474,120.00)	1,417,352.00
	Sub-total Expenditures/Fund Balance	\$ 1,891,472.00	\$ 474,120.00	\$ (474,120.00)	\$ 1,891,472.00
	The above increase in Building Improvements is to replace the roof on the annex. The funding will come from unassigned fund balance.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures/Fund Balance	\$ 1,891,472.00	\$ 474,120.00	\$ (474,120.00)	\$ 1,891,472.00

ESTIMATED COST _____

PAID FROM GEN. CAPITAL PROJECTS FUND

DATE SUBMITTED 04-14-25

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy D. Jones

2

DISAPPROVED

CHAIRMAN:

RESOLUTION NO. 2025 / 04 / 13

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF APRIL 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, April 28, 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 04-14-25

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: 6
 Date: April 28, 2025

ORIGINAL BUDGET AMOUNT	66,877,215.00
PREVIOUS AMENDMENTS	9,540,597.36
TOTAL	76,417,812.36
REQUESTED AMENDMENT	36,207.99
TOTAL	76,454,020.35

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1		To budget the copier lease for the CTE department.				
		71300, 72230 CARRER AND TECHNICAL EDUCATION PROGRAM				
	72230-399	Other Contracted Services	-	500.00		500.00
	71300-730	Vocational Instruction Equipment	18,200.00		500.00	17,700.00
2		To budget insurance recovery funds and to reallocate funds to cover the deductible and the remainder of the expense.				
		71300, 72230 CARRER AND TECHNICAL EDUCATION PROGRAM				
	72230-599	Other Charges	-	1,957.99		1,957.99
	71300-730	Vocational Instruction Equipment	17,700.00		680.00	17,020.00
				1,957.99	680.00	
	49700	Insurance Recovery	-	1,277.99		1,277.99
3		To make appropriations to rent a bobcat for site work for Ag barn.				
		71300 CARRER AND TECHNICAL EDUCATION PROGRAM				
	71300-399	Other Contracted Services	500.00	1,500.00		2,000.00
	71300-730	Vocational Instruction Equipment	17,200.00		1,500.00	15,700.00
4		To amend the Coordinate School Health budget.				
		72120 HEALTH SERVICES				
	72120-524-CSH	Inservice/Staff Development	2,000.00	1,500.00		3,500.00
	72120-355-CSH	Travel	600.00	400.00		1,000.00
	72120-499-CSH	Other Supplies and Materials	2,000.00	2,900.00		4,900.00
	72120-599-CSH	Other Charges	15,393.76		4,800.00	10,593.76
				4,800.00	4,800.00	
5		To budget a donation for ATEAM.				
		71150 ALTERNATIVE INSTRUCTION PROGRAM				
	71150-599-ATEAM	Other Charges	1,396.00	100.00		1,496.00
	44570-ATEAM	Contributions and Gifts	500.00	100.00		600.00
6		To budget donations for the Family Resource Center.				
		73300 COMMUNITY SERVICES				
	73300-499-FRCDON	Other Supplies and Materials	12,589.00	600.00		13,189.00
	44570-FRCDON	Contributions and Gifts	3,500.00	600.00		4,100.00
7		To budget a donation for the Grow Your Own grant.				
		72210 REGULAR INSTRUCTION PROGRAM				
	72210-599-GYO	Other Charges	26,346.00	2,500.00		28,846.00
	44570-GYO	Contributions and Gifts		2,500.00		2,500.00
8		To budget donations for Employee of the Year celebration.				
		72520 HUMAN SERVICES/PERSONNEL				
	72520-599-TOY	Other Charges	1,606.00	1,550.00		3,156.00
	44570-TOY	Contributions and Gifts		1,550.00		1,550.00
9		To correct the revenue code for the salary equity funds.				
		46590 OTHER STATE EDUCATION FUNDS, 46990 OTHER STATE REVENUES				
	46590	Other State Education Funds	-	596,507.00		596,507.00
	46990	Other State Revenues	596,507.00		596,507.00	-
10		To budget TVA School Uplift Program Grant for Bulls Gap, Surgoinsville Elementary, and Surgoinsville Middle.				
		76100 REGULAR CAPITAL OUTLAY				
	76100-707-TVAUP	Building Improvements	-	20,000.00		20,000.00
	76100-790-TVAUP	Other Equipment	-	10,000.00		10,000.00
				30,000.00		
	44570-TVAUP	Contributions and Gifts		30,000.00		30,000.00
		TOTAL EXPENDITURES		13,507.99	7,480.00	
		TOTAL REVENUES		602,534.99	596,507.00	

RESOLUTION NO. 2025/04/1.4

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF APRIL 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, April 28, 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 <u>04-14-25</u>
Roll Call _____	County Clerk: Nancy A. Davis
Voice Vote _____	By: <u>Nancy A. Davis</u>
Absent _____	
COMMITTEE ACTION:	APPROVED DISAPPROVED
_____	_____ _____

CHAIRMAN: _____

FUND: 143 CENTRAL CAFETERIA FUND
 AMENDMENT NUMBER: 2
 DATE: April 28, 2025

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

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To reallocate funds to attend conferences.					
		73100 FOOD SERVICE				
	73100-451	Uniforms	6,450.00		1,258.00	5,192.00
	73100-422	Food Supplies	1,900,000.00		3,000.00	1,897,000.00
	73100-524	Inservice/Staff Development	10,000.00	4,258.00		
				4,258.00	4,258.00	
		TOTAL EXPENDITURES		4,258.00	4,258.00	
		TOTAL REVENUES		-		

RESOLUTION NO. 2025 / 04 / 15

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF APRIL 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, April 28, 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 04-14-25

Roll Call _____ _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____ _____

By: Nancy A. Davis

Absent _____ _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: _____

FUND: 144 SCHOOL TRANSPORATION FUND

AMENDMENT NUMBER: 4

Date: April 28, 2025

ORIGINAL BUDGET AMOUNT	4,670,502.00
PREVIOUS AMENDMENTS	160,248.69
TOTAL	4,830,750.69
REQUESTED AMENDMENT	19,247.16
TOTAL	4,849,997.85

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1		To budget insurance recovery funds for Bus #79.				
		72710 TRANSPORTATION				
	72710-338	Maintenance & Repair Services-Vehicles	96,582.36	19,247.16		115,829.52
	49700	Insurance Recovery		19,247.16		
		TOTAL EXPENDITURES		19,247.16	-	
		TOTAL REVENUES		19,247.16		

RESOLUTION NO. 2025 / 04 / 1.6

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 28th DAY OF APRIL 2025.

RESOLUTION IN REF: EDUCATION CAPITAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Education Capital 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, April 28, 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 04-14-25

Roll Call _____ _____ _____

County Clerk, Nancy A. Davis

Voice Vote _____ _____ _____

By: Nancy A. Davis

Absent _____ _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: _____

FUND: 177 EDUCATION CAPITAL PROJECTS FUND
 AMENDMENT NUMBER: 1
 DATE: April 28, 2025

ORIGINAL BUDGET AMOUNT	1,175,082.00
PREVIOUS AMENDMENTS	
TOTAL	1,175,082.00
REQUESTED AMENDMENT	30,656.63
TOTAL	1,205,738.63

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
1		To budget insurance recovery funds for damages to Mooresburg Elementary School.				
		91300 EDUCATION CAPITAL PROJECTS				
	91300-707	Building Improvements	1,095,082.00	30,656.63		1,125,738.63
	49700	Insurance Recovery	-	30,656.63	-	30,656.63
		TOTAL EXPENDITURES	-	30,656.63		-
		TOTAL REVENUES		30,656.63		

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2025/04/17

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

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

NOTARY PUBLIC APPROVAL DURING THE APRIL 28, 2025 MEETING OF THE GOVERNING BODY:

NAME

HOME ADDRESS

BUSINESS ADDRESS

1. REBECCA A. BAKER	214 BROOKS LANDING CIR ROGERSVILLE, TN 37857	107 E MAIN ST, STE 221 (HAWKINS CO. INDUSTRIAL DEVELOPMENT BOARD) ROGERSVILLE, TN 37857
2. ABIGAIL L. COWARD	120 SUNRISE MEADOW COURT MOUNT CARMEL, TN 37645	207 MOCKINGBIRD LANE (TRUIST BANK) JOHNSON CITY TN 37601
3. TINA K. DUNN	PO BOX 895 CHURCH HILL, TN 37642	PO BOX 820, MAIN ST (FIRST COMMUNITY BANK OF EAST TN) ROGERSVILLE, TN 37857
4. RACHEL HORTON	251 W CANEY CREEK RD ROGERSVILLE, TN 37857	200 N DEPOT ST (HAWKINS CO BOARD OF EDUCATION) ROGERSVILLE, TN 37857
5. MICHAEL ALLEN LAWS	215 GRANDVIEW ST MOUNT CARMEL, TN 37645	166 MAIN ST W (EASTMAN CREDIT UNION) MOUNT CARMEL, TN 37645
6. DEIDREA LIPE	3359 GOSHEN VLY RD ROGERSVILLE, TN 37857	201 PARK BLVD (HAWKINS CO HEALTH DEPARTMENT) ROGERSVILLE, TN 37857
7. JESSICA L. MORGAN	536 CEDAR ST MOUNT CARMEL, TN 37645	201 E NEW ST (APPALACHIAN COMMUNITY FEDERAL CREDIT UNION) KINGSPORT, TN 37660
8. MELISSA GAIL REYNOLDS	1018 HWY 31 MOORESBURG, TN 37811	1277 HWY 11W (LAKEWAY DENTAL CENTER) BEAN STATION, TN 37708
9. MICHAEL A. RIGNEY	211 ROGAN RD ROGERSVILLE, TN 37857	211 ROGAN RD (SELF) ROGERSVILLE, TN 37857
10. JACOB ROSE	130 GRANDVIEW ST CHURCH HILL, TN 37642	728 W MAIN BLVD (MWRAA) CHURCH HILL, TN 37642
11. KRISTIN YVONNE SURBER	127 VAN HILL EST GREENEVILLE, TN 37745	127 VAN HILL EST (ROCKHOUSE MUSIC ALLIANCE) GREENEVILLE, TN 37745
12. WENDY L. THEOBALD	420 WESTFIELD AVE CHURCH HILL, TN 37642	420 WESTFIELD AVE (SELF) CHURCH HILL, TN 37642
13. MICHAEL WALKER	210 LINCOLN AVE CHURCH HILL, TN 37642	728 W MAIN BLVD (MICHAEL WALKER REALTY & AUCTION) CHURCH HILL, TN 37642
14. JONATHAN WARD	537 WILSON ST CHURCH HILL, TN 37642	134 E MAIN BLVD (U.S. BANK) CHURCH HILL, TN 37642
15. MISTY T. WILLIAMS	131 BROOKS RD ROGERSVILLE, TN 37857	4307 HWY 66S (RURAL HEALTH SERVICES CONSORTIUM INC) ROGERSVILLE, TN 37857

(Seal)

Clerk of the County of Hawkins, Tennessee

Date