

RESOLUTION

No. 2021 / 01 / 01

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January 2021

**RESOLUTION IN REF: NOMINATION OF FORMER STAFF SERGEANT
JASON MOONEYHAM FOR VETERANS SERVICE
OFFICER OF HAWKINS COUNTY TENNESSEE**

WHEREAS, The Tennessee Code Annotated authorizes counties to appoint and elect certain officials when vacancies occur; and

WHEREAS, Mr. Jason Mooneyham is a former staff Sargent with 13 years' experience in the United States Army and is a competent, well qualified Veteran for the position of Veterans Service Officer; and


WHEREAS, Mr. Mooneyham's term of service shall begin February 1, 2021 at the salary of \$38,290.00.

THEREFORE, BE IT RESOLVED THAT Mr. Jason Mooneyham be nominated to serve as the Veterans Service Officer from February 1, 2021 until the third Monday of December 2024.

Introduced By Esq. Larry Clonce

Seconded By Esq. _____

Date Submitted 12-29-2020


County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

Jason Mooneyham

1345 Highway 70 North, Rogersville, Tennessee 37857

(423) 465-2593

Jmooneyham190@gmail.com

Objective: To obtain the position of Veterans Service Officer

Professional Summary: Organized and diversified professional leader with 13 years of experience with the United States Army, including direct responsibility for maintenance of agency's personnel, pay, and organization training systems. Responsible for presentations to senior managers. Motivated self-starter, who identifies areas that need improvement and develops policies and improvements to resolve deficiencies. A dedicated, adaptable team-oriented individual capable of working alone or as a member of a team, and exercises integrity in handling confidential information. Qualifications include:

Leadership and Team Building
Microsoft Office and Outlook
Employee Orientations

Performance Evaluation
Organizational Development
Maintenance Manager

Logistics Manager
Training Coordinator
Regulatory Compliance

Experience

Unexploded Ordnance Technician, 2019-present

- Conduct visual/and or detector-aided UXO and discarded military munitions
- Locate subsurface UXO and DMM by operating geophysical detection instruments
- Identify all types of military munitions
- Remove non-hazardous munitions debris and range-related debris
- Excavate subsurface UXO and DMM

Staff Sergeant, United States Army, 2007-2018

- Developed Appraisal training program for Managers of all levels resulting in 100% completion of all outstanding annual appraisals
- Maintained and reviewed all human resource related electronic files for all employees monthly
- Initiated new employee orientation program resulting in knowledgeable employees
- Drafted company training schedules and requested all training areas
- Maintained accountability and maintenance of equipment more than \$3.5 million dollars
- Revised the retention program resulting in 90% retention rate, a 60% increase that earned an Adjutant General (Senior Officer) award
- Initiated pay for over 100 employees monthly
- Responsible for health, welfare, and safety of 14 Soldiers and their families

- Mentored junior managers to be successful in management and training

Education

- United States Army Basic Leadership Course, 180 hours, 2010
- Department of the Army, American Council on Education, 35 Semester Hours
- 35 Semester hours of college
- Unexploded Ordnance Technician, 7 weeks

RESOLUTION

No. 2021 / 01 / 02

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

RESOLUTION IN REF: APPROVAL OF COMMITTEES FOR HAWKINS COUNTY TN AS PER TCA CODE

WHEREAS, the following committees are being presented for approval for Hawkins County Tennessee as per TCA Code as follows:

TCA 9-3-405

Audit

1. Syble V. Trent
2. Tom Kern
3. Danny Alvis
4. Hannah Speaks
5. Glenda Davis
6. Nancy Barker
7. Bob Edens

TCA 57-5-105

Beer Board

1. Raymond Jessie
2. Jeff Barrett
3. Danny Alvis
4. Dawson Fields
5. Mark DeWitte
6. Nancy Barker
7. Donnie Talley

TCA 68-221-1102

Environmental

1. George Bridwell
2. Tom Kern
3. Charles Housewright
4. Valerie Goins
5. Mark DeWitte
6. Larry Clonce
7. Bob Edens

TCA 8-17-101-106

Ethics

1. Ray Jessie
 2. Charles Thacker
 7. Bob Edens
- Randy Patterson
Ralph Darnell

TCA 67-5-2507

Delinquent Tax/Resale of Land

1. Syble V. Trent
2. Keith Gibson
3. Charles Housewright
4. Hannah Speaks
5. Glenda Davis
6. Larry Clonce
7. Donny Talley

Introduced By Esq.

ACTION: AYE NAY PASSED

Seconded By Esq. _

Roll Call

Date Submitted

12-30-2020

Voice Vote

County Clerk

Absent

By: _____

Committee Action _____

Chairman _____

Mayor _____

Mayor's Action: Approved _____

Veto _____

Jim Lee, County Mayor

RESOLUTION

No. 2021 / 01 / 03

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

**RESOLUTION IN REFERENCE: RESOLUTION IN SUPPORT OF DRUG DEALER
LIABILITY ACT LAWSUIT**

The Hawkins County Legislative Body meeting in regular session on the 25th day of January 2021, a quorum being present and a majority voting in the affirmative, hereby RESOLVES as follows:

WHEREAS, Hawkins County, as well as other counties in Tennessee and in surrounding states, has experienced an epidemic related to the distribution and use of opioids by its citizens that has generated critical issues and problems for Hawkins County, including but not limited to opioid addiction by Hawkins County citizens, drug overdose deaths, the birth of drug dependent babies, a rise in criminal charges convictions for the illegal sale and use of opioids as well as other crimes resulting from the opioid abuse epidemic, including but not limited to burglary, theft, and fraud, and the lost productivity of the citizens in the workplace, damage and destruction to the family unit, all resulting from the illegal sale, distribution, and use of opioids in Hawkins County;

WHEREAS, District Attorney Dan E. Armstrong is the duly elected District Attorney General for the Third Judicial District of the State of Tennessee;

WHEREAS, General Armstrong brought a lawsuit in 2017 through the firm of Branstetter, Stranch & Jennings, PLLC to recover money for Hawkins County under Tennessee's Drug Dealer Liability Act ("DDLA"), and that lawsuit is pending Hawkins County Circuit Court;

The Hawkins County Commission hereby RESOLVES that it fully supports the lawsuit, approves of the actions taken in the lawsuit thus far on its behalf, approves of the lawsuit going forward with Hawkins County as the named plaintiff, and retains District Attorney Armstrong and the law firm of Branstetter, Stranch, & Jennings, PLLC as counsel in this matter.

Upon approval of resolution 2020/01/, *also approved is the attached Retainer Agreement* between
Branstetter, Stranch, and Jennings, PLLC & District Attorney Dan E. Armstrong, Third Judicial District
for Hawkins County.

Introduced By Esq. Mark Dewitte

Seconded By Esq. _____

Date Submitted 01-05-2021


County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

RETAINER AGREEMENT

This agreement is made between Branstetter, Stranch & Jennings, PLLC, and [Insert Name], District Attorney for the [Insert] Judicial District, hereafter referred to as "Attorneys," and [Insert Name] County, Tennessee. The terms of our representation are as follows:

Services to be Rendered:

The legal services to be provided under this agreement are as follows:

1. Representation in a lawsuit relating to the opioid crisis in Tennessee, filed in [Insert] County.
2. Attorneys will make best efforts in the representation and shall adhere to the Tennessee Rules of Professional Conduct in all respects.

Cost of Services:

The costs of services to be provided under this agreement are as follows:

1. Attorneys will advance all litigation costs. Client has no obligation to reimburse attorneys for any costs of litigation, unless successful. Attorneys have the right to petition the court for the reimbursement of any costs associated with the litigation.
2. Attorneys have the right to petition the court, if successful, for attorneys' fees on the basis of fee reversal, fee shifting, or fees pursuant to a common fund. Attorneys will make every effort to avoid a contingency fee situation, but in the case of a lump sum settlement, Attorneys will be entitled to 25% of total recovery plus costs advanced in the litigation.

Risk of Legal Action:

It is impossible to predict the result of a legal action. Client recognizes that Attorneys cannot guarantee a favorable result in this case.

Client:

Firm:

Date

RESOLUTION

No. 2021 / 01 / 04

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January 2021

**RESOLUTION IN REFERENCE: APPROVAL OF SPEED LIMIT CHANGE FROM
40 MPH TO 45 MPH ON SLATE HILL ROAD IN
THE MOORESBURG COMMUNITY**

WHEREAS, The State of Tennessee allows for counties to set the speed limit on county roadways;
and

WHEREAS, the Road Committee met on December 17, 2020 and voted to change the speed limit
on the following road.


SLATE HILL ROAD FROM 40 TO 45 MPH

THEREFORE, BE IT RESOLVED that the speed limit change be approved for Slate Hill Road and
the Hawkins County Highway Department place speed limit signs on said roads.

Introduced By Esq. Dawson Fields

Seconded By Esq. _____

Date Submitted 1-6-2021


County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021 / 01 / 05

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January 2021.

**RESOLUTION IN REFERENCE: APPROVAL TO ACCEPT OWENS ROAD AS A
COUNTY ROAD**

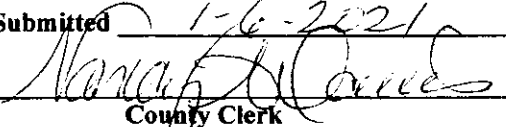
WHEREAS, on December 17, 2020 the Road Committee met and voted to recommend to the full Board of Commissioners that Hawkins County accept the road in the Mooresburg area in western Hawkins County, as a county road; and

WHEREAS, the Road Committee is recommending the road to be named "Owens Road" and intersect with Old Highway 11W extending in a northern direction for a distance of 857.17 feet with a 50-foot right-of-way through a 75 ft. cul-de-sac.

NOW THEREFORE BE IT RESOLVED that the afore mentioned road become a county road when the right-of-way deed is recorded at the Register of Deeds office by the County Attorney and that the Highway Department place road signs at the appropriate locations.

Introduced By Esq. Dawson Fields

Seconded By Esq. _____

Date Submitted 1-6-2021

County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021 / 01 / 06

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

RESOLUTION IN REF: CONFIRMATION OF APPOINTMENT AND REAPPOINTMENT OF BOARD MEMBERS FOR THE HAWKINS COUNTY E-911 BOARD APPOINTED BY THE COUNTY MAYOR

Whereas, the county legislative body wishes to provide for future commissions and future E-911 boards an attached narrative describing reasons for presenting this resolution to formally clarify the duly appointed board members, and

Whereas, the Mayor of Hawkins county desires to appoint members of the E-911 board in a manner consistent with the laws of the State of Tennessee, and

Whereas TCA code 7-86-105(b)(1) states members of the E-911 board appointed by the county mayor must be confirmed by the legislative body, and

WHEREAS, the members and terms of this board being appointed or reappointed are as follows:

For Appointment are:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Citizen	Jamie Miller	4 Years	June 30, 2024
County Citizen	Andy Stump	4 Years	June 30, 2024

WHEREAS, other members and terms already appointed are as follows:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Representative	Meredith Bachman	4 Years	June 30, 2022
County Citizen	Fred Castle	4 Years	June 30, 2021
Rogersville Police Dept	Doug Nelson	4 Years	June 30, 2021
Rescue Squad	Lynn Campbell	4 Years	June 30, 2022
TN Highway Patrol	David Good	4 Years	June 30, 2022
County Commissioner	Michael Herrell	4 Years	June 30, 2021
Law-Enforcement-Sheriff	Ronnie Lawson	4 Years	August 31, 2022
Ex-Officio Member			
County Mayor	Jim Lee	4 Years	August 31, 2022

NOW THEREFORE BE IT RESOLVED that the above names be confirmed for appointment to serve on the Hawkins County E-911 Board of Directors for the specified terms.

Introduced By Esq. Glenda Davis

Seconded By Esq. _____

Date Submitted January 8, 2020

County Clerk [Signature]

By: _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No 2021/01/07

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

RESOLUTION IN REF: APPROVAL FOR ADDITIONAL PRIOR YEAR EXPENDITURE INFORMATION BE ATTACHED TO BUDGET REQUESTS FROM NON-PROFIT ORGANIZATIONS AS PER TCA 5-9-109 THAT RECEIVES CONTRIBUTIONS FROM HAWKINS COUNTY

WHEREAS, passed by Hawkins County Commission, Resolutions 2020/08/11, appropriating funds to Non-Profit Organizations in the Fiscal Year 2020-21 Budget, identifies conditions for some organization listed that receive contributions from Hawkins County, as per TCA 5-9-109; and

WHEREAS, the Budget Committee met on December 14, 2020 and voted to recommend to the full county commission that in addition to the conditions of Resolution 2020/08/11, the following is also requested...

that as per the identified organizations on Res.2020/08/11 receiving a contribution from Hawkins County, must submit copies of the prior year's expenditures that includes copies of bank statements, canceled checks or any document that proves the expenditure. These are to be submitted to the Mayor's office with Budget Request, at the time the budget is being prepared. And no contributions will be issued until requested information is received and reviewed.

THEREFORE, BE IT RESOLVED that approval be given to request from the non-profit organizations, as per TCA 5-9-109, the additional prior year expenditure information referenced above, be attached to Budget Request.

SEE ATTACHED

Introduced By Esq. Keith Gibson

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 1-11-2021

Voice Vote _____

Nancy A. Caus
County Clerk

Absent _____

By: _____

Committee Action _____

Chairman _____

Mayor _____ Mayor's Action: Approved _____ Veto _____

Jim Lee, County Mayor

Attachment

RESOLUTION

No. 2020, 08, 11

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of
Commission in Regular Session, met this 24th day of August 2020.

RESOLUTION IN REF:

**MAKING APPROPRIATIONS TO NON-PROFIT CHARITABLE
ORGANIZATIONS OF HAWKINS COUNTY, TENNESSEE FOR THE
FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, Section 5-9-109. *Tennessee Code Annotated*, authorizes the County Legislative Body to make appropriations to non-profit charitable organizations; and

WHEREAS, the Hawkins County Board of Commissioners recognizes the various non-profit or charitable organizations located in Hawkins County have great need of funds to carry on their non-profit charitable work.

WHEREAS, funds shall herein be appropriated to promote the general and public welfare and to protect the citizens of Hawkins County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hawkins County, on this the 24th day of August, 2020.

Appropriate funds as follows: SEE ATTACHED LISTING

BE IT FURTHER RESOLVED, that all appropriations enumerated in sections 1 through 9 on the attached listing are subject to the following conditions:

1. That the non-profit charitable organization to which funds are appropriated shall file with the County Mayor's Office and the County Clerk a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with T.C.A. Section 5-9-109(c).
2. That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of the County.
3. That it is the expressed interest of the County Commission of Hawkins County providing these funds to the non-profit charitable organizations on the attached listing to be fully in compliance with the Rules of the Comptroller of the Treasury, and Section 5-9-109 of *Tennessee Code Annotated* and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon passage.

Introduced By Esq. John Metz, Budget Chairman

Seconded By Esq. Tom Kern

Date Submitted 08-10-2020

County Clerk [Signature]

By: _____

Chairman [Signature]

Mayor [Signature]
Jim Lee, County Mayor

ACTION: As Amended AYE NAY PASSED

Roll Call 21

Voice Vote _____

Absent _____

COMMITTEE ACTION

Passed

Mayor's Action: Approved _____ Veto _____

238

RESOLUTION

No. 2021 / 01 / 08

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

RESOLUTION IN REF: APPROVAL OF A FIVE YEAR LEASE AGREEMENT FOR ROCK HILL CONVENIENCE CENTER ENDING DECEMBER 31, 2025

WHEREAS, Hawkins County has leased the property that Rock Hill Convenience Center is located on from the owners of Rock Hill Grocery for several years. Hawkins County has also had a utility water agreement with them. The owners have now sold the property and the new owners wish to enter into a new lease agreement; and

WHEREAS, the new lease agreement and a utility water agreement are attached for approval ,between Hawkins County and Harshadkumar B. Patel and wife, Pushpaben Patel for an annual cost of Sixteen Hundred Dollars (\$1600.00) per year, beginning January 1, 2021 and ending December 31, 2025.

THEREFORE, BE IT RESOLVED that approval be given for the attached five year property lease agreement and utility water agreement for Rock Hill Convenience Center, beginning January 1, 2021 and ending December 2025, for an amount of Sixteen Hundred Dollars (\$1600.00) per year.

Introduced By Esq. Charlie Thacker

Seconded By Esq. _

Date Submitted 1-11-2021

County Clerk

By: _____

Chairman _____

Mayor _____

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

LEASE AGREEMENT

ROCK HILL CONVENIENCE CENTER

1635 Highway 70 N., Rogersville, TN

THIS AGREEMENT, made and entered into on this _____ day of _____, 2021 between **HARSHADKUMAR B. PATEL and wife, PUSHPABEN PATEL**, hereinafter referred to as Lessors, and **HAWKINS COUNTY, TENNESSEE**, hereinafter referred to as Lessee.

WITNESSETH: That Lessors are the owners of the hereinafter described premises and for and in consideration of the items hereinafter mentioned, Lessors do hereby lease unto the Lessee the following described premises:

SEE ATTACHED DEED FOR DESCRIPTION

Said premises are leased to Lessee for the purpose of a solid waste convenience center, known as Rock Hill Convenience Center, for a period of five (5) years, **beginning on January 1, 2021 and extending through December 31, 2025** for the annual rental amount of One Thousand Six Hundred Dollars (\$1,600), due and payable in advance of each year with the first payment to be made in January 1, 2021 and each succeeding annual payment in advance of each and every succeeding year of this Lease.

Lessee shall have the option to renew said lease at the end of said original five (5) year period for an additional five (5) year period for the rental amount of One Thousand Six Hundred Dollars (\$1,600) per year, payable in advance of each and every year for which said additional five (5) year renewal is made.

Consideration of the above described lease shall be as follows:

RENT: Lessee shall pay unto the Lessors the sum of One Thousand Six Hundred Dollars (\$1,600) per year to be paid annually at the beginning of the contract or payable monthly per year at

the rate of One Hundred Thirty-Three and 33/100 Dollars (\$133.33) per month for eleven (11) months and one (1) payment of One Hundred thirty-Three and 37/100 Dollars (\$133.37).

POSSESSION: Lessors covenant that they are the owners of the above described premises, that they have good title to same, and that they will forever warrant and defend the title against all persons whomsoever, and will put the Lessee in open and peaceful possession of the premises on the first day of the term hereof.

CONDITION OF THE PREMISES: Lessee acknowledges that it has examined the leased premises and accepts same as being in good order and repair.

ASSIGNMENT: Lessee shall not have the right or authority to sublease the premises or any part thereof, or to transfer or assign this lease without the written consent of the Lessors.

BINDING EFFECT OF SURVIVORSHIP: The covenants, terms, and conditions of this lease, or any renewals thereof, shall extend to and be binding upon the heirs, executors, administrators and successors of the respective parties, hereto, as if they were in every case named and expressed.

Lessee shall not do nor permit to be done any offensive activities so as to damage the premises or be in violation of any restrictive covenants of any subdivision, state law or city ordinance.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this the _____ day of _____, 2021.

LESSOR:

Harshadkumar B. Patel

Pushpaben Patel

LESSEE:

HAWKINS COUNTY, TENNESSEE

By: _____
Jim Lee
County Mayor

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **HARSHADKUMAR B. PATEL**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **PUSHPABEN PATEL**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the state and County aforesaid, **JIM LEE**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be **COUNTY MAYOR of HAWKINS COUNTY TENNESSEE**, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **HAWKINS COUNTY, TENNESSEE**, by himself as County Mayor.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

WARRANTY DEED

THIS INDENTURE, made this 24th day of November, 2020, between, **CHRISTINE A. HULKOW**, party of the first part, and **HARSHADKUMAR B. PATEL** and wife, **PUSHPABEN PATEL**, parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of **TEN (\$10.00) DOLLARS**, cash, and other good and valuable considerations to her in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell and convey unto the said parties of the second part the following described premises, to-wit:

Situate in Third Civil District of Hawkins County, Tennessee, lying on and to the West of Tennessee State Highway 70, Lonesome Pine Trail, being adjoined on the North, South and West by property of first parties, and on the East by said Highway, and being specifically described as follows:

THE BEGINNING point is N 39 deg. 07 min. 105.31 feet from a post at the corner of property of Elsie Bellamy and Rock Hill School property, across Highway 70 from the tract here involved and described, and thence upon starting at the BEGINNING point so found, establishing a division line between property retained by first parties and the tract here conveyed, as follows: S 82 deg. 18 min. W, 130.00 feet to an iron pin, northwestern corner of the tract here conveyed; thence continuing with the establishment of said division line, S 07 deg. 15 min E, 335.00 feet to an iron pin, southwestern corner of the tract here conveyed; thence, continuing with the establishment of the division line, N 82 deg. 18 min. E, 130.00 feet to an iron pin in the western line of Tennessee State Highway 70, southeastern corner of the tract here conveyed; thence with the western line of said Highway 70, N 07 deg. 15 min. W, 335.00 feet to the point of BEGINNING, containing 1.00 acre, more or less, and being shown on map or plat made by Murrell Weems, Surveyor, dated November 8, 1983, bearing the legend "PART OF NANCY DAVIS PROPERTY", to which map or plat reference is hereby made for description.

Being the same premises conveyed to Frances Marciniak by warranty deed of Christine A. Hulkow, dated September 3, 2009 and recorded in Book 964, page 407, Register's Office for Hawkins County, Tennessee, to which reference is hereby made. See Also quitclaim deed of Frances Marciniak to Christine Hulkow conveying a one-half undivided interest in the above premises with right of survivorship, dated March 31, 2015, recorded in Book 1158, page 109, Register's Office for Hawkins County, Tennessee, to which reference is hereby made. The said Francis Marciniak is now deceased having expired on May 6, 2018 and Christine Hulkow acquired the one-half undivided interest owned by Francis Marciniak as joint tenant with right of survivorship.

Also conveyed is the water rights as set forth in deed of record in Book 821, page 431.

Also conveyed is the building located on this property known as Rock Hill Grocery.

BEING TAX PARCEL: #063-047.01 IN THE HAWKINS COUNTY TAX ASSESSOR'S OFFICE.

This Instrument Prepared By:
PHILLIPS & HALE
210 East Main Street
Rogersville, TN 37857

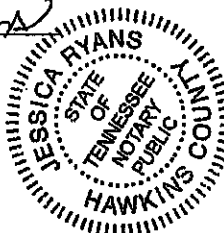
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$295,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Trustee Hecker
Affiant

Subscribed and sworn to before me this the 24 day of November, 2020.

My Commission Expires: 5/25/22

Jessica Ryans



#20-46W/CB

BK/PG: 1377/721-723

20008320

3 PGS:AL WARRANTY DEED	
JUDY BATCH: 133400	
11/24/2020 - 02:39 PM	
VALUE	295000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1081.60
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1109.60

STATE OF TENNESSEE, HAWKINS COUNTY
JUDY KIRKPATRICK
REGISTER OF DEEDS

**C O N T R A C T
FOR
UTILITY W A T E R
AT
ROCK HILL CONVENIENCE CENTER**

THIS CONTRACT, by and between **HARSHADKUMAR B. PATEL and PUSHPABEN PATEL** hereinafter referred to as "Owners" and **HAWKINS COUNTY, TENNESSEE**, hereinafter referred to as "Hawkins County", is as follows:

WHEREAS, Hawkins County operates a convenience center, known as Rock Hill Convenience Center, for the use and benefit of the citizens and residents of Hawkins County, Tennessee in the collection of disposable garbage for ultimate delivery to the landfill, and

WHEREAS, Hawkins County has determined that it is necessary for the use and benefit of the citizens and residents of Hawkins County, Tennessee that said convenience center be connected to a waterline for use of utility water, and

WHEREAS, Owners have a place of business with utility water located at or near the said convenience center and a water line has been constructed from the Owners' place of business to the Hawkins County convenience center located in the proximity thereof on Highway 70 N in Hawkins County, Tennessee. The parties agree to be equally responsible for the maintenance, upkeep and repairs as necessary of said waterline.

Hawkins County will pay unto Owners for the use of said water and waterline the annual sum of One Hundred Eighty Dollars (\$180) due and payable in advance of each year with the first payment to be made in January 1, 2021 and each succeeding annual payment in advance of each and every succeeding year of the Rock Hill Convenience Center lease. Hawkins County has the option of paying at the rate of Fifteen Dollars (\$15.00) per month for a twelve (12) month period.

Hawkins County shall have the option to renew said contract at the end of the original five (5) year period for an additional five (5) year period for the rental amount of One Hundred Eighty Dollars (\$180) per year payable in advance of each and every year for which the additional five (5) year renewal is made.

In the event the cost of utility water furnished by the Owner should be increased, Hawkins County agrees that the amount of said monthly payments shall likewise be increased or adjusted to an amount which reflects the increased cost to Owners.

TERM: The term of this contract shall be for a period of five (5) years **beginning January 1, 2021 and extending through December 31, 2025.**

IN WITNESS WHEREOF, the parties have hereunto set their hands on this the _____ day of _____, 2021.

OWNERS/LESSORS:

Harshadkumar B. Patel

Pushpaben Patel

LESSEE:

HAWKINS COUNTY, TENNESSEE

By: _____
Jim Lee
County Mayor

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **Harshadkumar B. Patel**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **Pushpaben Patel**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

STATE OF TENNESSEE:
COUNTY OF HAWKINS:

Personally appeared before me, the undersigned authority, a Notary Public in and for the state and County aforesaid, **Jim LEE**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be COUNTY MAYOR of Hawkins County, Tennessee, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of HAWKINS COUNTY, TENNESSEE, by himself as County Mayor.

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires

RESOLUTION

No. 2021 / 01 / 09

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of January, 2021.

RESOLUTION IN REF: **ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO.: N/A STATE PROJECT NO.: 37455-2422-04 COUNTY OF HAWKINS PIN NO.: 124369. AFG ROAD, BRIDGE OVER SOUTHERN RAILWAY, LM 0.45 (IA) ROUTE: AFG ROAD**

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the County Of Hawkins, Tennessee, concerning FEDERAL PROJECT NO.: N/A; STATE PROJECT NO.: 37455-2422-04; COUNTY OF HAWKINS PIN NO.: 124369.00; AFG Road, Bridge over Southern Railway, LM 0.45 (IA) Route: AFG Road

WHEREAS, the County of Hawkins has determined that the above referenced project will benefit the county and the citizens thereof; and

WHEREAS, the County of Hawkins wishes to cooperate with the State of Tennessee, Department of Transportation, in making road improvements in the County of Hawkins, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the County of Hawkins as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Hawkins County Board of Commissioners and the County of Hawkins shall fulfill all obligations concomitant thereto.

THEREFORE, BE IT RESOLVED, by the Hawkins County Board of Commissioners that this resolution is duly passed and approved this 25th day of January, 2021, and shall take affect from and after its passage.

Introduced By Esq. Dawson Fields

Seconded By Esq. _____

Date Submitted 1-11-2021

County Clerk _____

By: _____

Chairman _____

Mayor _____

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

P R O P O S A L
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF HAWKINS, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Hawkins, Tennessee, hereinafter "COUNTY", designated as Federal Project No. , State Project No. 37455-0422-04,37455-3422-04,37455-2422-04,37455-1422-04 , that is described as "AFG Road, Bridge over Southern Railway, LM 0.45 (IA) Route: AFG Road", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility

facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects

the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15 The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20__.

THE COUNTY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

INDEX OF SHEETS

TITLE SHEET	1
PROJECT COMMITMENTS	1B
TYPICAL SECTIONS	2B
TYPICAL SECTIONS AND PAVEMENT SCHEDULE	2B-1
TABULATED QUANTITIES	2E
RIGHT-OF-WAY NOTES, UTILITY NOTES AND UTILITY OWNERS	3
RIGHT-OF-WAY ACQUISITION TABLES	3A
PROPERTY MAP	3B
PRESENT LAYOUTS	4-5
RIGHT OF WAY DETAILS	4B - 5A
PROPOSED LAYOUTS	4B - 5C
PROPOSED PROFILES	4C - 5C
BUSINESS AND FIELD ENTRANCE PROFILES	6
DRAINAGE MAP	7
CULVERT SECTION	8
EROSION PREVENTION AND SEDIMENT CONTROL PLANS	9, 10 - 11A
ROADWAY CROSS SECTIONS	12 - 34
BRIDGE PLANS	B-1
NOTE: THE ALPHABETICAL LETTERS "P", "O" & "Q" ARE NOT USED IN NUMBERING OF SHEETS.	

HAWKINS

AFG ROAD, BRIDGE OVER SOUTHERN RAILWAY,
LM 0.45 (IA)

RIGHT-OF-WAY
GRADE, DRAIN, BRIDGE AND PAVE

STATE HIGHWAY NO. N/A F.A.H.S. NO. N/A

DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 8A	YES	NO
WORK ZONE SIGNIFICANCE DETERMINATION		
SIGNIFICANT	YES	NO

TENN.	YEAR	SHEET NO.
	2020	1
FED. AID PROJ. NO.		
STATE PROJ. NO.	37455-2422-04	

PROJECT LOCATION
BRIDGE ID. # 370A3520001



NO EXCLUSIONS

R.O.W.
FIELD
REVIEW

524 LEONARD BAY

BEGIN PROJECT NO. 37455-2422-04 RIGHT-OF-WAY
STA. 103+15.00

N 805080.1127 E 2912229.3008

NORTHERN SOUTHERN RAILROAD UNDERPASS
DOT #730178N
MILE POST 0059.04

END PROJECT NO. 37455-2422-04 RIGHT-OF-WAY
STA. 113+15.00

N 804435.3951 E 2912982.9800

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT ROAD SP. SV. 2 : JAY MORGAN, P.E.

DESIGNER : ERIC KIM

CHECKED BY : AUBIN CANNING

DEF NO 17455-1427-04 (DESIGN)

SCALE: 1" = 5280'

0 1 2 3 MILES

R.O.W. LENGTH	0.189 MILES
ROADWAY LENGTH	0.190 MILES
BRIDGE LENGTH	0.042 MILES
BOX BRIDGE LENGTH	0.000 MILES
BOX BRIDGE LENGTH	0.000 MILES ▲
PROJECT LENGTH	0.232 MILES

AFG ROAD

SURVEY 10-08-19	TRAFFIC DATA
ADOT SURVEY 02-06-20	ADT (2021) 189
	ADT (2041) 248
	DHV (2041) 34
	D 65 - 31
	T (ADT) 4 %
	T (DHV) 6 %
	V 35 MPH

COORDINATES ARE NAD 83(1995). ARE DATUM ADJUSTED BY THE
FACTOR OF 1.00004 AND TIED TO THE TGRN. ALL ELEVATIONS

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED

DIVISION ADMINISTRATOR

DATE

UV-2020 15:06
C:\Users\0021\OneDrive\Documents\PROJECTS\Hawkins AFG Road Bridge over Southern Railway\001 - ROW Title.sht

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	37455-2422-04	3A

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK	PAGE												
1	GUY BENNY DRINNON AND WIFE, SUZANNE R. DRINNON	055	016 07	564	525			36.932									
2	RICHARD L. JENNINGS AND WIFE, MELANIE N. JENNINGS	055	016 00	1104	171	12.006		12.006	1527 S.F.		1527 S.F.	11.971					
3	RICHARD L. CALDWELL AND WIFE, DOROTHY H. CALDWELL	055	017 00	344	578	0.345		0.345	540 S.F.		540 S.F.	0.333					
4	JEFF DOUTHAT AND WIFE, LINDA DOUTHAT	055	016 03	443	199		2.558	2.558		0.138	0.138		2.420				
5	REBECCA A. BARNETT AND HUSB. ZANE A. JOHNSON AND AUSTIN W. RHOTON	055	018 02	1866	204	0.632		0.632				0.632					
6	CHARLES K. BRIGGER	055	065 15	1258	745	2.425		2.425				2.425					
7	PATRICIA C. BOND	055	066 08	770	488	1.235		1.235				1.235					
8	AGC FLAT GLASS NORTH AMERICA, INC.	055	029 00	1010	414		357.771	357.771		553 S.F.	553 S.F.		357.758	0.391			
9	NORFOLK SOUTHERN RAILWAY	N/A	N/A											52 S.F.		0.363	0.363
10	NORFOLK SOUTHERN RAILWAY	N/A	N/A			0.247	0.116	0.363				0.247	0.116				
11	NORFOLK SOUTHERN RAILWAY	N/A	N/A														

R.O.W.
FIELD
REVIEW

SEALED BY

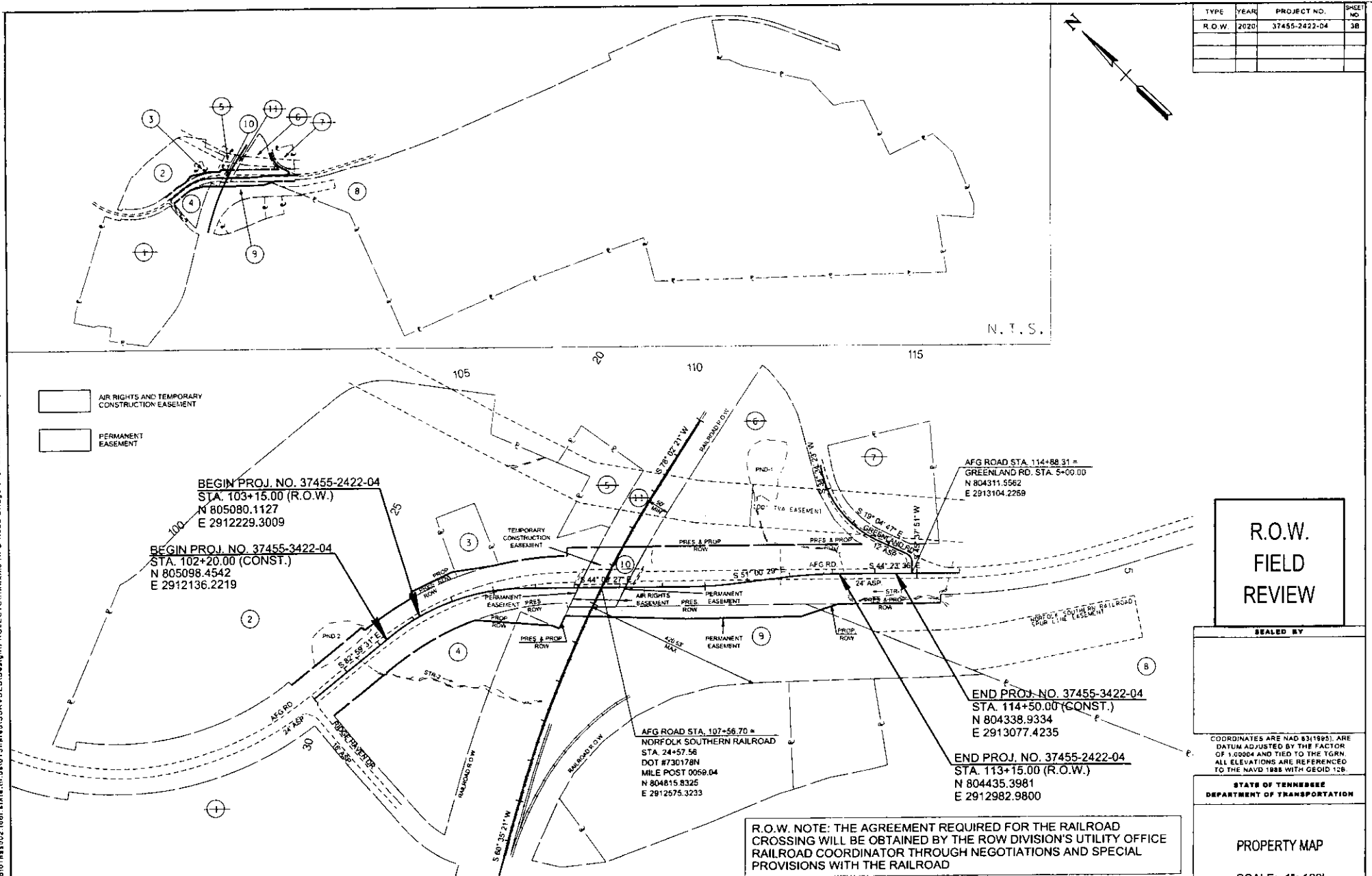
DISTURBED AREA

IN BETWEEN SLOPE LINES	1.858 (AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	0.787 (AC)
TOTAL DISTURBED AREA	2.645 (AC)
TOTAL PROJECT AREA	2.815 (AC)

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

NOV-2020 15:18
d:\01\02\02 1601 state\in\just\shred\SURV\DESIGN\PROJECTS\Hawkins AFG Road Bridge over Southern Railway\003B.dwg



UTILITY NOTE: THE 8" HIGH PRESSURE GAS LINE WAS ONLY MARKED AT THE ROAD CROSSINGS. HAWKINS COUNTY GAS UTILITY DISTRICT STATED THE GAS LINE RAN PARALLEL TO THE RAILROAD ALONG WITH A 50 FOOT GAS LINE EASEMENT. WATER LINE IS ATTACHED TO NORTHEAST SIDE OF BRIDGE.

R.O.W. NOTE: THE AGREEMENT REQUIRED FOR THE RAILROAD CROSSING WILL BE OBTAINED BY THE ROW DIVISION'S UTILITY OFFICE RAILROAD COORDINATOR THROUGH NEGOTIATIONS AND SPECIAL PROVISIONS WITH THE RAILROAD.

AFG ROAD
 PI 104+08.40
 N 805.075.4681
 E 2'9" 2'32' 21.36
 A 38' 50' 05" RTI
 D 111' 27' 33"
 R 500.00
 L 318.90
 T 176.25
 SF 0.071 P1/P1
 NORTHEAST SOUTHERN RAILROAD
 PI 25+20.34
 N 804.194.45.3
 E 2'912.415.0455
 A 17' 27' 00" RTI
 D 2' 02' 37"
 R 2,800.00
 L 852.77
 T 428.72

BEGIN PROJ. NO. 37455-2422-04
 STA. 103+15.00 (R.O.W.)
 N 805080.1127
 E 2912229.3009

RICHARD L. JENNINGS
 AND WIFE.
 MELANIE N. JENNINGS
 BEGIN PROJ. NO. 37455-3422-04
 STA. 102+20.00 (CONST.)
 N 805098.4542
 E 2912136.2219

RICHARD L. CALDWELL
 AND WIFE.
 DOROTHY H. CALDWELL

REBECCA A. BARNETT
 AND HEIRS
 ZANE A. JOHNSON
 AND
 F. AUSTIN W. RHOTON

JEFF DOUTHAT
 AND WIFE.
 LINDA DOUTHAT

GUY DENNY DRINNON AND WIFE.
 SUZANNE R. DRINNON

AFG ROAD STA. 107+56.70 =
 NORFOLK SOUTHERN RAILROAD
 STA. 24+57.56
 DOT #730178N
 MILE POST 0059.04
 N 804815.8325
 E 2912575.3233

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	37455-2422-04	6

R.O.W.
 FIELD
 REVIEW

SEALED BY

COORDINATES ARE NAD 83(1983). ARE DATUM ADJUSTED BY THE FACTOR OF 1.00004 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 12B.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

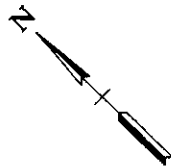
PRESENT
 LAYOUT

STA. 102+20 TO STA. 109+50

UDV-2020 15:10
 H01-nas002:doi static:na:na01:shared:surveys:design:projects:hawkins AFG Road Bridge over Southern Railway:004.aht

POINT	NORTH	EAST	ELEVATION	DESCRIPTION	STATION	OFFSET
-------	-------	------	-----------	-------------	---------	--------

\\NV-2020 13:19
010:145002.dwg STATE:IN:14501:SHARED:DESIGN:PROJECTS:HAWKINS AFG Road Bridge over Southern Railway:004B.sht

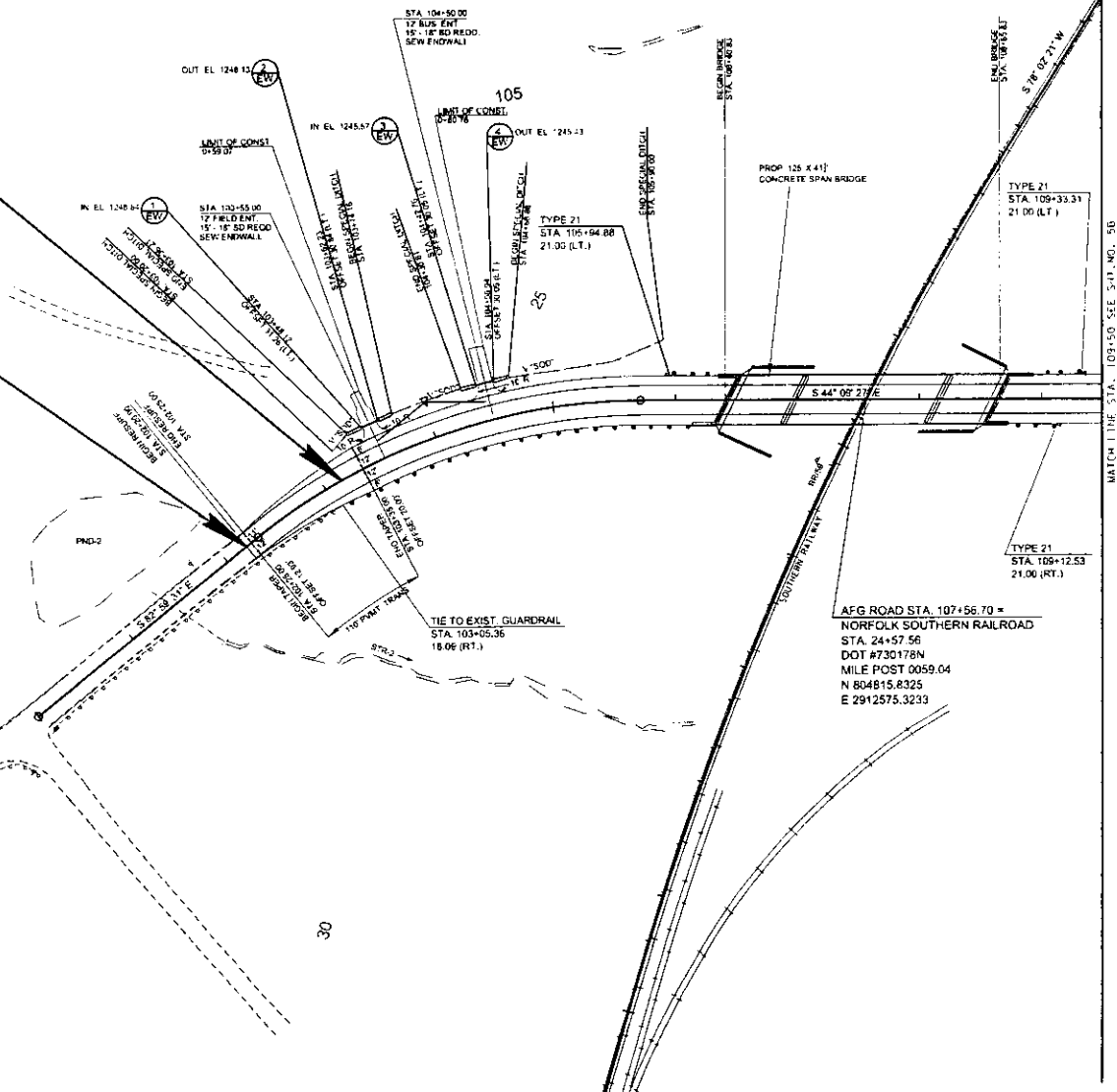


BEGIN PROJ. NO. 37455-2422-04
STA. 103+15.00 (R.O.W.)
N 805080.1127
E 2912229.3009

BEGIN PROJ. NO. 37455-3422-04
STA. 102+20.00 (CONST.)
N 805098.4542
E 2912136.2219

100

30



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	37455-2422-04	4B

R.O.W.
FIELD
REVIEW

SEALED BY

COORDINATES ARE NAD 83(1985). ARE
DATUM ADJUSTED BY THE FACTOR
OF 1.00004 AND TIED TO THE TGRN.
ALL ELEVATIONS ARE REFERENCED
TO THE NAVD 1988 WITH GEOID 12B.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

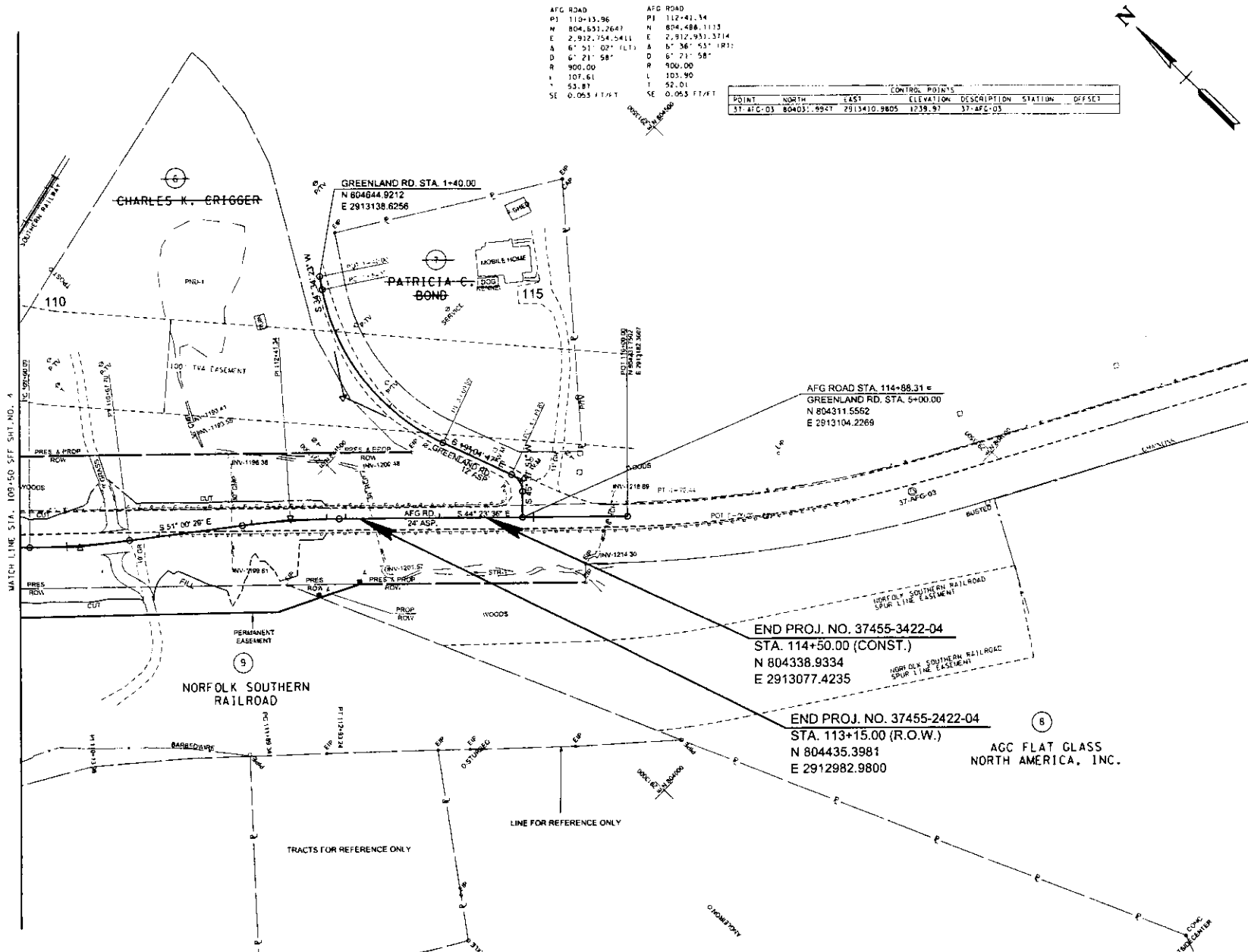
PROPOSED
LAYOUT

STA. 102+20 TO STA. 109+50
SCALE: 1" = 50'

TYPE	YEAR	PROJECT NO.	SHR. NO.
R.O.W	2020	37455-2422-04	5

AFG ROAD	AFG ROAD
PJ 110-13.96	PJ 112-41.34
N 804,651,2647	N 804,488,1133
E 2,912,754,5411	E 2,912,931,3714
A 6' 51' 02" (LT)	A 6' 36' 53" (RT)
D 6' 21' 58"	D 6' 21' 58"
R 900.00	R 900.00
L 107.61	L 103.90
S 53.87	S 52.01
SE 0.065 FT/FT	SE 0.065 FT/FT

CONTROL POINTS						
POINT	NORTH	EAST	ELEVATION	DESCRIPTION	STATION	OFFSET
37-AFC-03	80403.9947	2913410.9805	1239.97	37-AFC-03		



R.O.W.
FIELD
REVIEW

SEALED BY

END PROJ. NO. 37455-2422-04
STA. 113+15.00 (R.O.W.)
N 804435.3981
E 2912982.9800

AGC FLAT GLASS
NORTH AMERICA, INC.

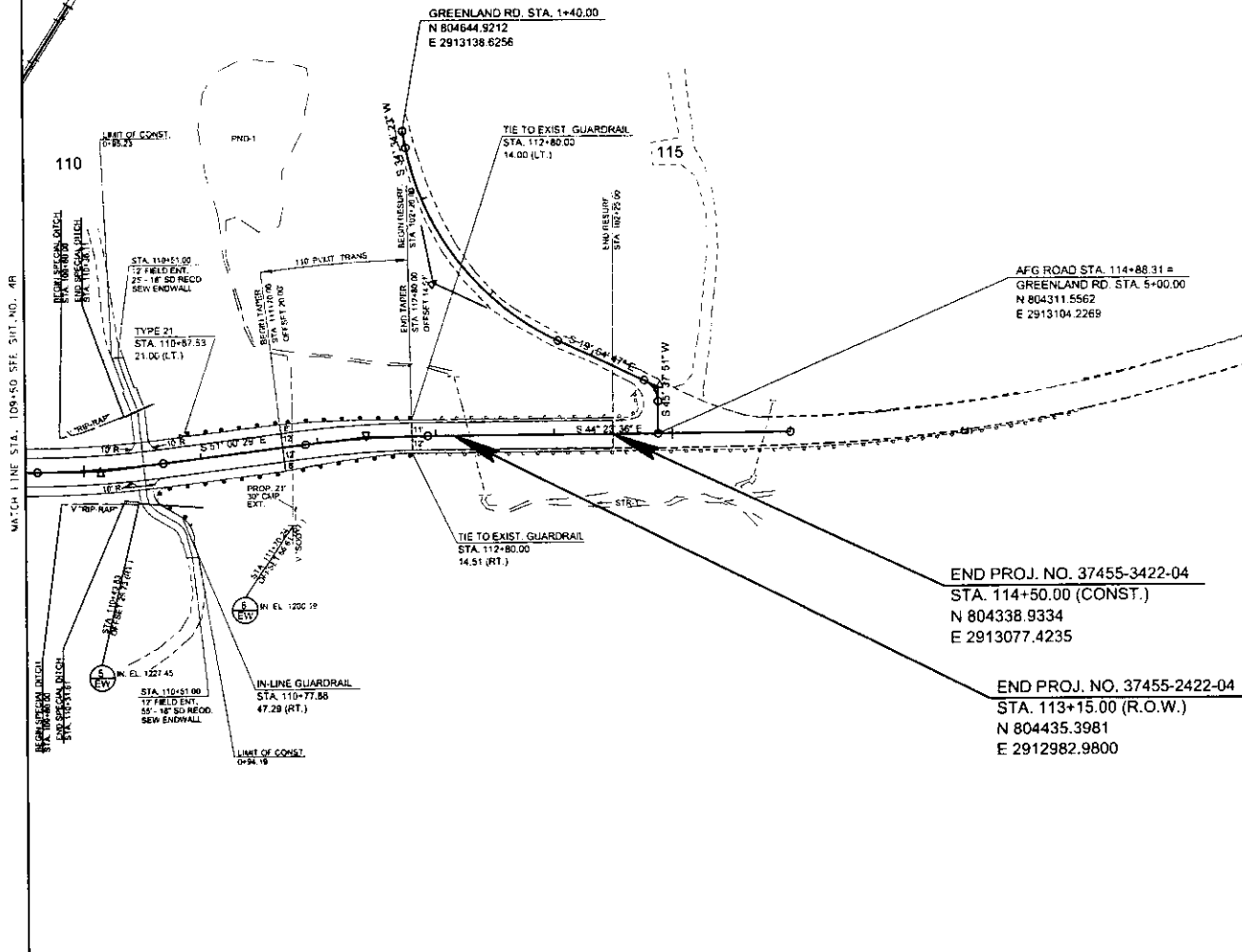
COORDINATES ARE NAD 83(1986), ARE
DATUM ADJUSTED BY THE FACTOR
OF 1.00004 AND TIED TO THE TGRN.
ALL ELEVATIONS ARE REFERENCED
TO THE NAVD 1988 WITH GEOID 126

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

PRESENT
LAYOUT

STA. 109+50 TO STA. 114+50

\\NV-0200 13.10
to01nas002 del.state.in.us\1\Shared\SURVE\Design\PROJECTS\Hawkins AFG Road Bridge over Southern Railway\005B.dgn



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	37455-2422-04	5B

R.O.W.
FIELD
REVIEW

SEALED BY

COORDINATES ARE NAD 83(1995), ARE
DATUM ADJUSTED BY THE FACTOR
OF 1.00004 AND TIED TO THE TORN.
ALL ELEVATIONS ARE REFERENCED
TO THE NAVD 1988 WITH GEOID 128.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED
LAYOUT

STA. 109+50 TO STA. 114+50
SCALE: 1"=50'

RESOLUTION NO.

2021 / 01 / 10

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF
THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS
25TH DAY OF JANUARY, 2021.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	REGISTER OF DEEDS	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51600-169	Part-time Personnel	9,000.00	4,000.00		13,000.00
	Decrease Expenditure			Decrease	
51600-106	Deputies	119,178.00		(4,000.00)	115,178.00
	Sub-total Expenditures	\$ 128,178.00	\$ 4,000.00	\$ (4,000.00)	\$ 128,178.00
The above increase in Part-time Personnel is needed to cover personnel issue in deputies line with part-time help. The funding will come from a transfer within the Register of Deeds budget.					
	TRUSTEE				
	Increase Expenditure		Increase		
52400-332	Legal Notices, Recordings and Court Costs	175.00	100.00		275.00
	Decrease Expenditure			Decrease	
52400-799	Other Capital Outlay	1,500.00		(100.00)	1,400.00
	Sub-total Expenditures	\$ 1,675.00	\$ 100.00	\$ (100.00)	\$ 1,675.00
The above increase in Legal Notices, Recordings and Court Costs is needed to cover the increased cost of mailing out notices to the general public. Funding will be covered by a transfer within the Trustee's budget.					
	PARKS AND FAIR BOARDS				
	Increase Expenditure		Increase		
56700-187	Overtime Pay	0.00	2,185.00		2,185.00
56700-189	Other Salaries & Wages (vacation pay)	0.00	2,516.00		2,516.00
	Decrease Reserve & Expenditure			Decrease	
34710	Reserved for Vacation Pay	130,806.00		(2,516.00)	128,290.00
56700-167	Maintenance Personnel	20,598.00		(2,185.00)	18,413.00
	Sub-total Expenditures & Reserve	\$ 151,404.00	\$ 4,701.00	\$ (4,701.00)	\$ 151,404.00
The above increases in Overtime Pay and Other Salaries & Wages are to cover the cost of paying a former employee their eligible annual leave and comptime owed. The funding will come from a reserve for annual leave and a transfer from within the Parks and Fair Boards budget.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures & Reserve	\$ 281,257.00	\$ 8,801.00	\$ (8,801.00)	\$ 281,257.00

INTRODUCED BY: Keith Gibson, Vice-Chairman, Bdgt. Comm.

ESTIMATED COST

SECONDED BY:

PAID FROM GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 1-11-2021

ROLL CALL

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE

BY: *Nancy A. Davis*

ABSENT

APPROVED DISAPPROVED

COMMITTEE ACTION:

CHAIRMAN:

Mayor

Mayor's Action: Approved Veto

Jim Lee

Jim Lee

Resolution No. 2021/01/ 12

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

NAME

BUSINESS ADDRESS[illegible]

Date _____