

RESOLUTION

No. 2021 / 09 / 01

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September, 2021.

**RESOLUTION IN REF: TO APPOINT MARK DEWITTE AS CHAIRMAN OF THE
HAWKINS COUNTY COMMISSION**

WHEREAS, the Chairman of the Hawkins County Commission is now due for appointment, beginning September 27, 2021; and

WHEREAS, Mark Dewitte, County Commissioner from the Fifth (5th) district is qualified to serve as Chairman of the Hawkins County Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED, that Mark Dewitte be appointed as Chairman of the Hawkins County Commission with the term being September 27, 2021 until the fourth (4) Monday in September 2022.

Introduced By Esq. Michael Herrell

Seconded By Esq. _____

Date Submitted 9-13-21

Nancy A. Cloud
County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: YES NO ABSTAIN

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021 / 09 / 02

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September, 2021.

RESOLUTION IN REF: **NOMINATION OF RICK BREWER AS CHAIRMAN OF
HAWKINS COUNTY COMMISSIONERS FOR 2021-2022
YEAR TERM**

WHEREAS, Rick Brewer has served as Chairman of the Hawkins County Commission and has all of the qualifications and knowledge to serve the members of the Hawkins County Commission as Chairman very well.

NOW, THEREFORE BE IT RESOLVED, that Rick Brewer be nominated and elected as Chairman of the Hawkins County Commission for the term beginning in September 27, 2021 and ending the 4th Monday in September, 2022

Introduced By Esq. Jeff Barrett

Seconded By Esq. _____

Date Submitted 09-13-21

Nancy D. Lewis
County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: YES NO ABSTAIN

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021 / 09 / 03

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September 2021.

RESOLUTION IN REF: APPOINTMENT OF CHAIRMAN PRO-TEMPORE OF
HAWKINS COUNTY COMMISSION JEFF BARRETT

WHEREAS, the Chairman Pro-Tempore of the Hawkins County Commission is now due for appointment, beginning September 27, 2021; and

WHEREAS, Jeff Barrett, County Commissioner for the Second (2nd) District is qualified to serve as Chairman Pro-Tempore of the Hawkins County Board of Commissioners.

NOW, THEREFORE BE IT RESOLVED, that Jeff Barrett be appointed as Chairman Pro-Tempore of the Hawkins County Commission with the term beginning September 27, 2021 until the Fourth (4th) Monday in September 2022.

Introduced By Esq. Michael Herrell

Seconded By Esq. _____

Date Submitted 09-13-21

Nancy A. Davis
County Clerk

ACTION: YES NO ABSTAIN

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021 / 09 / 04

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September, 2021.

**RESOLUTION IN REF: APPROVAL TO CHANGE ROAD NAME FROM
AFG ROAD TO CARDINAL WAY ROAD**

WHEREAS, Cardinal Glass has acquired Greenland Glass Plant from Asahi Glass; and

WHEREAS, a request has been made to the commission for a road name change as follows:

Present Road Name: AFG ROAD

New Name Requested: CARDINAL WAY ROAD

NOW, THEREFORE BE IT RESOLVED that the Hawkins County Commission take the necessary actions to give their approval to rename AFG Road to Cardinal Way Road.

Introduced By Esq. Dawson Fields

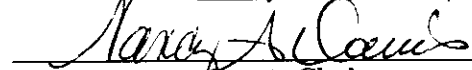
ACTION: YES NO ABSTAIN

Seconded By Esq. _____

Roll Call _____

Date Submitted 9-13-21

Voice Vote _____



County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2021/09/ 05

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September 2021.

RESOLUTION IN REFERENCE: UTILIZING STATE COVID RELIEF GRANT FUNDING FOR UPGRADE OF COUNTY RADIO SYSTEM USED BY EMERGENCY PERSONNEL

WHEREAS, in March 2021 an ad hoc committee was appointed to determine and make recommendations on the appropriate expenditures of both the state Local Government Recovery and Rebuilding Direct Appropriation Grant (LGRDA) and federal American Rescue Plan Act (ARPA) COVID stimulus funding, and

WHEREAS, that ad hoc committee at its meeting on Thursday, September 9, 2021, passed a motion to forward on to the full county commission a proposal involving expenditure of a portion of the unrestricted state LGRDA funding, and

WHEREAS, such expenditure would go toward furthering clear communications among emergency agencies and personnel in the county, thereby potentially saving lives of such personnel and county citizens experiencing emergencies requiring efficient response utilizing a radio system that more effectively covers the county, and

WHEREAS, the county EMA director has produced an implementation plan for the upgrade of our current insufficient county radio system and that plan was started with funding utilizing both general fund and a Community Block Development Grant of \$250,000, totaling \$425,000 already allocated, and

WHEREAS, additional funding is required to upgrade the initial analog system to a digital system, such system being the one recommended by studies of best signal propagation which increases the coverage across the county, now

THEREFORE, BE IT RESOLVED, that the full commission approves utilizing up to but no more than \$509,858 of the unrestricted state LGRDA funding received by the county for equipment needed to complete the first phase of an upgrade to Digital Mobile Radio (DMR) technology, provided that:

1. The commission can be assured that the money is spent only on the most efficient bid obtained for the necessary equipment that meets the requirements to complete the job in a manner that will produce a quality yet cost-effective system.
2. Requests for bids will be sent out through the Mayor's office, and the Mayor and his staff will select the vendor.
3. The commission be informed, on a monthly basis, at each of their meetings, of the progress of the project and given details of the work completed on the project during the previous month.
4. Upon completion of the project, the full commission be provided with a detailed list of expenditures of the funds.

AND THEREFORE BE IT FURTHER RESOLVED, that the County Mayor be given the authorization to sign any necessary documents regarding expenditure of the LGRDA funds and be allowed to direct the actual disbursement of such funds through the County Finance Director utilizing the necessary purchase orders and documents.

Introduced by Esq. Mark DeWitte

Seconded by Esq. _____

Date Submitted 9-13-21

ACTION:	AYE	NAY	PASSED
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Roll Call	_____	_____	_____
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Voice Vote	_____	_____	_____
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Absent	_____	_____	_____
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County Clerk

By: _____



Committee Action

Chairman _____

Mayor _____

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2021/09/06

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of September, 2021.

RESOLUTION IN REF: APPROVAL OF 5 YEAR LEASE AGREEMENT TO CHARLES WINDHAM FOR HANGER #16 FORMERLY KNOWN AS THE SUMMERS HANGER BEGINNING SEPTEMBER 27, 2021 – SEPTEMBER 26, 2026

WHEREAS, in September 2001, Hawkins County granted to James Summers a license to build a hanger at the Hawkins County Airport and hold possession for 20 years or until September 2021, at which time the hanger would become Hawkins County property. After the death of Mr. Summers in 2020, his estate reassigned the license to Charles Windham for the remainder of the term; and

WHEREAS, In April, 2021 on Resolution # 2021/04/01, Hawkins County approved a "Letter of Intent" to lease said hanger to Charles Windham for a five (5) year period, when it became county property: and

WHEREAS, on September 26, 2021 Hawkins County became owner of the said hanger known as the Summers Hanger; and

THEREFORE, BE IT RESOLVED THAT approval be given for said lease agreement to Charles Windham, for Hanger #16, known as the Summers Hanger, for a five (5) year period, beginning on September 27, 2021 and ending September 26, 2026 and for an amount of \$5,000 for the five years, to be paid at the beginning of said lease, with proceeds deposited to the General Fund and more directly designated for the airport budget, as per FAA Statement of Assurance clause in all grant language pertaining to the airport.

Introduced By Esq. Keith Gibson, Chrmn. Airport Comm

Seconded By Esq. _____

Date Submitted 09-13-21

County Clerk [Signature]

By: _____

Chairman _____

Mayor _____

Jim Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day _____, 2021 by and between HAWKINS COUNTY, TENNESSEE, hereinafter referred to as LESSOR and Charles Windham, hereinafter referred to as LESSEES.

WITNESSETH: That Lessor is the owner of the hereinafter described premises, and for and in consideration of the items hereinafter mentioned, Lessor does hereby lease unto the Lessees the following described premises:

Aviation Hangar No. 16 (Formerly known as the James Summers Hanger)

This hangar is located as described by former Exhibit A:

“The Property for the Jim Summers Hanger shall be as follows:

- A. The property occupied by the hanger.
- B. Twenty (20) feet on the West side of hanger.
- C. Fifty-five feet to the South side of the hanger.
- D. Area to the East is common area between Summers and Hathaway.”

Also attached is an aerial photo, the hanger being leased is the denoted with “#16.”

TERM: This lease agreement is for a term of five (5) years beginning September 27, 2021 and ending September 26, 2026.

RENT: Lessee shall pay unto the lessor the lump sum Five Thousand Dollars (\$5,000) to be paid at the time the lease agreement is signed. The proceeds from this lease shall be deposited to the General Fund and directly designated for the Airport’s budget to be in compliance with FAA regulations and Airport Sponsors Grant Assurances. Lessee will pay any and all utilities including all costs of installation.

POSSESSION: Lessor covenants that it is the owner of the above-described premises, that it has good title to same, and that it will forever warrant and defend the title against all persons whomsoever; and will put the Lessees in open and peaceful possession of the premises on the first day of the term hereof.

MAINTENANCE: Lessees shall be responsible for all maintenance during the term of this lease agreement with the exception of insurance related damage. Any

structural maintenance will be performed by a licensed contractor that is approved by the County Mayor's office, according to code, and at the expense of the Lessees.

INSPECTION: Lessor shall inspect said hangars at least on an annual basis, said inspection to be performed by the Hawkins County Property Manager and the Hawkins County Airport Manager, and more often during any construction to said hangars.

CONDITION OF THE PREMISES: Lessees acknowledge that

- They have examined the leased premises and acknowledge that there is no structural damage to the hangar;
- They agree to bring the damaged structure back to a safe and satisfactory condition at their expense, if structure damage occurs during their lease;
- They will maintain the up-keep of the building inside and outside (with the exception of insurance related damage) as well as the grounds at their expense;
- They agree to make no alterations or additions to the said hangars without the written consent of the Lessor;
- They agree to stay in compliance with the Hawkins County Airport's minimum standards;
- As owner of the said hangar, the Lessor will provide liability insurance on the building. As a material part of the consideration to be rendered to Lessor under the lease, Lessees do assume all risks of damage to all of their personal property located in and upon the leased space unless damage is caused by the act or omission of Lessor, its agents or employees;
- Lessees shall carry general liability insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000);
- Lessees shall provide certificates of insurance coverage and shall maintain the same in full force and effect at their cost and expense at all times during the term of the lease, insuring both the Lessees and Lessor against liability for injury to persons and damage to property occurring in or adjacent to the Lessees space. Certificate of insurance coverage shall name Lessor as an additional insured; and
- Lessees shall meet all Federal, State and local laws, rules, regulations and requirements at all times.

ASSIGNMENT: Lessees shall not have the right or authority to transfer or assign any part of the hangars described in this lease without the written consent of the Lessor. Further, said lease shall include only the airplanes belonging to the Lessees.

BINDING EFFECT OF SURVIVORSHIP: The covenants, terms, 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.

Lessees 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 Federal or State law, or city ordinance or subdivision.

Lessees shall hold harmless and/or fully indemnify Lessor from any and all causes of action which may arise as a result of this lease agreement, and their use and possession of the premises and building pursuant to this agreement.

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

LESSOR:

HAWKINS COUNTY, TENNESSEE

By:

Jim Lee,
Hawkins County Mayor

LESSEES:

Charles Windham
201 Cresswood Drive
Rogersville TN 37857

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 to do so, 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.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

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

My Commission Expires: _____

NOTARY PUBLIC

#16

59.00

59.00

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

RESOLUTION

No. 2021104101

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26nd day of April, 2021.

RESOLUTION IN REF: APPROVAL OF "LETTER OF INTENT" TO Lease Hawkins County Airport Hanger # 16 to Charles Windham

WHEREAS, Hanger # 16 was constructed in 2001 by James H. Summers, with a lease that was set to expire on September 26, 2021. Mr. Summers passed away May 15, 2020. The Estate of James H. Summers, re-assigned the remainder of the lease to Charles Windham, with approval of this County Commission on October 26, 2020. Mr. Windham desires to make upgrades to Hanger # 16, so long as he is confident that Hawkins County will extend a future a lease to him upon expiration of re-assigned lease of Mr. Summers; and

WHEREAS, the Hawkins County Airport Committee met on February 10, 2021, and recommends to the full Hawkins County Commission that a Letter of Intent be entered into under the following conditions:

1. That Mr. Charles Windham upgrades the door of the hanger, which is estimated to cost \$4,500. Upon installation of the hanger door, Mr. Charles Windham shall provide copies of the paid statement/invoice to Hawkins County Mayor's Office, prior to the execution of a new lease;
2. That Hawkins County will offer a five (5) year lease to Mr. Charles Windham to begin on September 27, 2021, following expiration of Mr. Windham's sublease from the Estate of James H. Summers;
3. That Mr. Charles Windham will pay the sum of \$5,000 for the five (5) year lease of Hawkins County Airport Hanger # 16. The sum shall be paid at the beginning of the lease;
4. That Mr. Charles Windham understands that if he chooses to not enter the five (5) year lease for any reason, he will not be reimbursed the cost of the hanger door and/or installation.

THEREFORE, BE IT RESOLVED that approval be given for the following:

1. To execute said "Letter of Intent," a copy of which is attached, and have a contract a five (5) year lease to Charles Windham with a beginning date of September 27, 2021.

Introduced By Esq. Keith Gibson, Chairman, Airport Comm.

Seconded By Esq. Valerie Goins

Date Submitted 3-25-2021

County Clerk Mary T. Davis

By: _____

Chairman Rick Brewer

Mayor's Action: Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call 19

Voice Vote _____

Absent 2

COMMITTEE ACTION

Passed

Approved ✓ Veto _____

2021109107

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

Account Number	Description				
	AIRPORT	Current Budget			Amended Budget
	Increase Expenditure		Increase		
58220-702	Airport Improvement (grants)	0.00	94,000.00		94,000.00
	Increase Revenue		Increase		
47590	Other Federal through State (Airport)	0.00	94,000.00		94,000.00
	Sub-total Expenditures	\$ 0.00	94,000.00	0.00	94,000.00
	Sub-total Revenues	\$ 0.00	94,000.00	0.00	94,000.00
	The above increase is to approve Federal monies through the State into the budget for design of taxiway and apron at the Airport. No County funds involved, including no County match. The construction match for the same project has already been approved therefore the design is a requirement.				
	CIRCUIT COURT CLERK	Current Budget			Amended Budget
	Increase Expenditure		Increase		
53120-399	Other Contracted Services	0.00	200.00		200.00
	Increase Revenue			Decrease	
53120-709	Data Processing Equipment	5,000.00		(200.00)	4,800.00
	Sub-total Expenditures	\$ 5,000.00	200.00	(200.00)	5,000.00
	The above increase in Other Contracted Services is needed to add Zoom services. Funding will come from a transfer within the Circuit budget. No new money.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 5,000.00	\$ 94,200.00	\$ (200.00)	\$ 99,000.00
	Page Totals- Revenues	\$ 0.00	\$ 94,000.00	\$ 0.00	\$ 94,000.00

ESTIMATED COST

PAID FROM GENERAL FUND

DATE SUBMITTED 9-13-21

COUNTY CLERK: NANCY A. DAVIS

BY: Andreas

APPROVED DISAPPROVED

APPROVED DISAPPROVED

Mayor's Action: Approved_____ Veto_____

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2021/09/08

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 SEPTEMBER 27, 2021 MEETING OF THE GOVERNING BODY:

NAME

HOME ADDRESS

BUSINESS ADDRESS

1. LESLIE BETHEA	2657 STANLEY VLY RD SURGOINSVILLE, TN 37873	PO BOX 1893 (MIRACLE HONESTY FOUNDATION) HIRAM, GA 30141
2. MELISSA A. CARPENTER	5198 HWY 66 N ROGERSVILLE, TN 37857	119 WASHINGTON ST (FIRST BAPTIST CHURCH, ROGERSVILLE) ROGERSVILLE, TN 37857
3. MIRANDA OMEGA FORD	607 NIGHTINGALE CT MT. CARMEL, TN 37645	4211 W STONE DR (FORD'S AUTO SALES) KINGSPORT, TN 37660
4. KRISHA HAMBRIGHT	358 LAUREN DR ROGERSVILLE, TN 37857	210 E MAIN ST (CIVIS BANK) ROGERSVILLE, TN 37857
5. BARBARA ERWIN HAUN	320 S CENTRAL AVE CHURCH HILL, TN 37642	323 E MARKET ST (KINGSPORT ARMATURE & ELECTRIC CO INC) KINGSPORT, TN 37660
6. CHASSITY JOHNSON	70 PAUL PETTIT RD MOHAWK TN 37810	105 N MAIN ST (APEX BANK) BULLS GAP, TN 37711
7. STACY JONES	6610 CARTERS VLY RD CHURCH HILL, TN 37642	8 SHERIDAN SQ STE 3 (MORGAN STANLEY) KINGSPORT, TN 37660
8. DIANNIA KESTERSON	415 N MAIN ST BULLS GAP, TN 37711	105 N MAIN ST (APEX BANK) BULLS GAP, TN 37711
9. PEGGY F. LONG	500 LEE VLY RD WHITESBURG, TN 37891	3815 HWY 66 (H&R BLOCK) ROGERSVILLE, TN 37857
10. S. LEVERN NUNLEY	434 S CENTRAL AVE CHURCH HILL, TN 37642	434 S CENTRAL AVE (SELF-RETIRED) CHURCH HILL, TN 37642
11. KARI DAVIS ROBERTS	328 COLLINS ST CHURCH HILL, TN 37642	305 MESSICK AVE (DAVIS BROTHERS ROOFING) CHURCH HILL, TN 37642
12. TERRY SMITH JR	1000 UNIVERSITY BLVD APT F44 KINGSPORT, TN 37660	1000 UNIVERSITY BLVD APT F44 (T SMITH INVESTMENTS) KINGSPORT, TN 37660
13. KENDRA WALKER	101 CIRCLE ST ROGERSVILLE, TN 37857	201 W MORRIS BLVD (REGIONS BANK) MORRISTOWN, TN 37813
14. EMILY M. WATKINS	738 SUMPSTER RD KINGSPORT, TN 37663	415 MAIN ST EAST (FARM BUREAU, SAM GRIFFITH INSURANCE) MT. CARMEL, TN 37645
15. KELIA S. WEST	375 GLEN AVE KINGSPORT, TN 37665	701 W MAIN BLVD (CHURCH HILL POST ACUTE & REHAB CNTR) CHURCH HILL, TN 37642
16. KAREN D. WILLIS	109 RIDGEVIEW DR ROGERSVILLE, TN 37857	116 W BROADWAY (ROGERSVILLE CITY SCHOOL) ROGERSVILLE, TN 37857
17. DEBRA WILSON	710 N SHERBROOKE CIR MT. CARMEL, TN 37645	309 PRESS RD (HUTCHINSON SEALING SYSTEMS) CHURCH HILL, TN 37642

(Seal)

Clerk of the County of Hawkins, Tennessee

Date