#### No. 2025 / 11 / D/

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 24th day of November 2025.

RESOLUTION IN REF: APPROVAL OF ELECTRONIC PARTICIPATION IN MEETINGS
UNDER CERTAIN CIRCUMSTANCES AND ESTABLISHING A
POLICY FOR CONDUCTING MEETINGS BY ELECTRONIC MEANS

WHEREAS, Public Chapter 411, Acts of 2025, was passed by the Tennessee General Assembly during the 2025 legislative session and signed by Governor Lee on May 9, 2025; and

WHEREAS, the county legislative body of Hawkins County, wishes to opt in to <u>Tennessee Code Annotated</u>, Section 5-5-06(b), to allow electronic participation in meetings under specified circumstances and to create a policy governing the conducting of such meetings.

NOW THEREFORE BE IT RESOLVED by the county legislative body of Hawkins County, Tennessee ("governing body") that:

SECTION 1. Participation in Electronic Meetings by Officials. The governing body, pursuant to Tennessee Code Annotated § 5-5-106(b), hereby adopts the authority for its members to participate in meetings by electronic means under certain circumstances by a two-thirds (2/3) majority vote. Members of the governing body may participate in a scheduled meeting by electronic means, including, but not limited to videoconferencing or other we-based media, but only for the following reasons:

- (a.) The member of the governing body is dealing with a family or medical emergency as determined by the governing body [CHOOSE ONE OPTION TO INCLUDE AT THE END OF THE SUBSECTION:
  - **OPTION ONE:** Such determination will be made on a case-by-case basis at the start of the meeting at which the member is requesting to participate electronically.
  - **OPTION TWO:** For purposes of this resolution, the terms "family emergency and "medical emergency" are defined as: FILL IN YOUR DEFINITIONS];
- (b). The member of the governing body has been called into military service; or
- (c.) The member of the governing body is unable to attend a meeting due to inclement weather.

SECTION 2. <u>Member Requirements to Participate Electronically</u>. Any member who is absent shall only participate in a meeting through electronic means if the member meets the following requirements:

- (1) The member must be visually identified by the chair, or in their absence, the chair pro tempore or other chairman of the meeting, as required by <u>Tennessee Code Annotated</u> § 5-5-106(b)(2).
- (2) The member shall notify the chair of the member's intent to participate electronically as soon as practicable. The member shall state in the notice to the chair that the member has a family emergency, medical emergency, military emergency, and/or inclement weather condition qualifying the member for electronic participation.
- (3) The member shall have the ability to log into the virtual meeting platform using their own computer equipment. In order to speak, the member shall use their computer's microphone, a headset, or phone for sound.
- (4) The member shall keep their microphones muted unless they are actively speaking.
- (5) During the calling of the roll, the member shall unmute their microphone and announce their name as an electronic participant. The county clerk shall record this person as present for voting purposes, but not for quorum purposes.
- (6) The member shall identify themselves each time prior to speaking.

SECTION 3. <u>In-person Quorum</u>. The governing body shall not conduct a meeting that includes electronic participation unless a quorum of the governing body is present at the physical location of the meeting. No more than (20%) of the total membership of the governing body, not to exceed three (3) members, may participate electronically in each meeting.

**SECTION 4.** Annual Limitation. A member of the governing body shall not participate electronically in meetings more than (2) times per year.

**SECTION 5.** <u>Public Access</u>. (1) All meetings of the governing body conducted by the electronic means under this section must remain open and accessible to public by providing real-time, live audio or video access to the public.

(2) A clear audio or video recording of the meeting shall be made available to the public as soon as practicable following the meeting, and in no event more than two (2) business days after the meeting.

SECTION 6. <u>Public Notice</u>. In the public notice required by the <u>Tennessee Code Annotated</u> § 8-44-103 the governing body shall provide information regarding how the public can obtain real-time, live access to, or a broadcast of, the meeting, and the governing body shall provide an agenda for the meeting in such notice.

SECTION 7. Staff Facilitation of Electronic Access. The chair, or their designee, shall facilitate the Implementation of electronic access for the member by setting up appropriate equipment and providing electronic access instructions to the member no later than one (1) hour prior to the meeting, if possible, under the circumstances. In setting up and facilitating electronic access, all features allowing for live chat must be disabled.

**SECTION 8**. Effective Date. This resolution shall be effective upon passage by a two-thirds (2/3) majority vote of the governing body of Hawkins County, the public welfare requiring it.

APPROVED:	ATTEST:
County Mayor	County Clerk
Introduced By Esq. Syble Trent	ACTION: AYE NAY PASS
Seconded By Esq.	Roll Call
Date Submitted 10-20-25	Voice Vote
Marin & Cours County Clerk	Absent
Ву:	Chairman
Mayor	Mayor Action: Approved Veto

, 20

day of

Adopted this

No. 2025 / 11 /02

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 24th day of November, 2025

RESOLUTION IN REF: APPROVAL FOR A ONE TIME DONATION OF \$15,000

FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE TO SECOND HARVEST FOOD BANK OF

NORTHEAST TENNESSEE

WHEREAS, the federal SNAP funding is currently on hold due to a government shut down; and

WHEREAS, Hawkins County has many residents that depend on SNAP benefits to feed themselves and their families; and

*WHEREAS*, Hawkins County already contributes \$2,500 to Second Harvest Food Bank of Northeast Tennessee to help combat food insecurity in our communities; and

WHEREAS, Second Harvest Food Bank of Northeast Tennessee has the existing organizational infrastructure to distribute food to those in need more efficiently than the county can do so itself.

THEREFORE BE IT RESOLVED, that Hawkins County will make an additional, one-time donation of \$15,000 from the general fund undesignated fund balance to Second Harvest Food Bank of Northeast Tennessee in an effort to help offset the food insecurity that many Hawkins County residents are currently facing.

Introduced By Esq. Josh Gillilam	ACTION: AYE NAY PASS
Seconded By Esq.	Roll Call
Date Submitted //-5-25	Voice Vote
Confity Clerk	Absent
Coduty Clerk	COMMITTEE ACTION
By:	
Chairman	
Mayor	MAYOR'S ACTION: ApprovedVeto

No. 2025 / 11 /03

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 24th day of November 2025.

**RESOLUTION IN REF:** 

LEASE OF FIRST COMMUNITY BANK (DIVISION OF TRUPOINT BANK) DRIVE THRU FOR USE BY THE HAWKINS COUNTY CLERK'S OFFICE

WHEREAS, the Hawkins County Clerk's Office has maintained a branch at the drive thru at First Community Bank on West Main Street in Rogersville for four years; and

WHEREAS, the Hawkins County Commission appreciates the willingness of First Community to have allowed the use of the building for a nominal cost; and

WHEREAS, the County Clerk's office has determined that the convenience of using the drive thru has been very welcomed by Hawkins County citizens; and

WHEREAS, the First Community Bank Board of Directors is offering continued use of the building for a charge of \$300 per month, which covers the bank's insurance and tax expenses.

**NOW THEREFORE BE IT RESOLVED** that the Hawkins County Commission gives permission to the attached annual lease for the facility for \$300 per month through 2026. This lease has been approved by the County Attorney for appropriateness.

Introduced By Esq. Tom Kern	ACTION: AYE	NAY	PASS
Seconded By Esq.	Roll Call		
Date Submitted	Voice Vote		
Mance A Cauc	Absent		
Ву:	Chairman		
Mayor	Mayor Action:	Approved	Veto

#### LEASE AGREEMENT

THIS LEASE, by and between TRUPOINT BANK, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

WHEREAS, in and for the consideration as hereinafter set, Lessor hereby leases the exclusive use and possession unto Lessee the following described premises located in Rogersville, Tennessee, to-wit: 809 West Main Street - Drive-Thru Location. Lessor may also have reasonable access to and use of the parking areas located at said address.

Lessee shall pay the sum of three hundred dollars (\$300.00) unto Lessor as rent per month with the first of said payments being due on January 2, 2026, and an additional amount due on the first day of each month thereafter for the term of this lease.

This Lease shall be effective from January 1, 2026, and shall terminate on December 31, 2026. During the term of this Lease, Lessee agrees to name Lessor as an additional insured on its General Liability Certificate with respect to said premises. Lessor or Lessee shall have the option to cancel this Lease Agreement at any time during this period by the giving of at least thirty (30) days written notice.

Lessee shall be responsible for any and all minor repairs including utilities, if the amount can be ascertained as to the leased premises. Lessor shall be solely responsible for all major repairs as well as payment of taxes and insurance.

To the extent permitted by Tennessee Law and without waiving any of the rights and privileges afforded Lessee as a governmental entity, Lessee agrees to hold Lessor harmless and/or fully indemnify same as to any cause of action which might arise as a result of Lessee's possession and use of the leased premises during the term of said Lease. Lessor warrants free and clear title to the leased premises and that Lessee will thus have superior and exclusive use and possession of said premises pursuant to this Lease.

This day of	_, 2025.
	TruPoint Bank
	Ву:
	Name:
	Title:
	HAWKINS COUNTY, TENNESSEE  By: Mark DeWitte
	County Mayor
STATE OF TENNESSEE COUNTY OF HAWKINS	
appeared, with whom I am basis of satisfactory evidence), and who, upon of TRUPOINT BANK, the with	oath, acknowledged himself/herself to be hin named bargainor, and that he/she, as such sted the foregoing instrument for the purposes
WITNESS my hand official seal at office, thisd	ay of , 2025.

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NOTARY PUBLIC
My Commission Expires:
STATE OF TENNESSEE COUNTY OF HAWKINS
Before me, a Notary Public in and for the state and county aforesaid, personally appeared MARK DEWITTE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 official seal at office, this day of, 2025.
NOTARY PUBLIC
My Commission Expires:



No. 2025 1 11 1 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24<sup>th</sup> Day of November, 2025.

RESOLUTION IN REF: APPROVAL TO SURPLUS OFFICE EQUIPMENT FROM VARIOUS OFFICES

WHEREAS, numerous county offices have multiple years of accumulated electronic, data processing, and office equipment which are no longer functioning, obsolete and beyond useful life which were purchased with county funds; and

WHEREAS, a list of equipment and offices is attached; and

NOW, THEREFORE BE IT RESOLVED approval be given to declare surplus the attached list of equipment and properly dispose or recycle said items. A record of same will be kept in the Mayor's office.

Make/Brand	Model/Description	Vin /ID No./County Tag/Serial No.	Office
Business Source	Shredder	FMDD500190	Veterans
Brother	Printer	4614444W565675	Veterans
Intel NUC7	2017 Computer	94C691154886	County Buildings
HP	Design Jet 72500 Printer	CN4718HD3N	Register of Deeds
Brother	Fax Machine MFC 7220	U61327E6J804939	Register of Deeds

Introduced By Esq.	Josh Gilliam	ACTION:	AYE	NAY	PASSED	FAILED
Seconded By Esq.		Roll Call				
Date Submitted	11-10-25	Voice Vote				
County Clerk	Maria JA Caus	Absent				
Ву:	<i>U</i>	Abstain				
Chairman:		COMMITTE	E ACTION			



No. 2025/11/ 0.5

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 24th day of November 2025.

RESOLUTION IN REF: APPROVAL TO ALLOCATE 2024 STATE OPIOID ABATEMENT FUNDS TO THE

NORTHEAST TENNESSEE REGIONAL RECOVERY CENTER'S GENERAL

**OPERATING FUND** 

WHEREAS, Hawkins County received fundin to be allocated to direct opioid abatement services and programs by March 2026; and

WHEREAS, the 2024 Opioid Abatement Funds are required to be allocated by March 2026, with a balance in the fund of \$484,429.29 as of June 30, 2025; and

WHEREAS, Hawkins County has previously approved participation with other upper east Tennessee counties in the operation of the Northeast Tennessee Regional Recovery Center (NETRRC) located in Roan Mountain, Tennessee; and,

WHEREAS, the previously approved funding for NETRRC has largely been held in reserve pending any unforeseen major expenses, and

WHEREAS, other participants in the funding of the center have agreed to provide additional funding through the opioid abatement program to be used for operating expenses so as not to deplete the funds that have been set aside, now

THEREFORE, BE IT RESOLVED that Hawkins County will invest \$50,000 in the NETRRC current program operations fund derived from the revenue received for allocation with an expiration date of March 2026, to further support the recovery of Hawkins County citizens placed in the center's programming.

Introduced By Esq. Joshua Gilliam	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted //-/0-35	Voice Vote			
County Clerk Danie	Absent _			
	COMMITTEE ACTION			
Зу:				
Chairman				



No. 2025/11/ 06

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 24th day of November 2025.

RESOLUTION IN REF: APPROVAL TO ALLOCATE 2024 STATE OPIOID ABATEMENT FUNDS TO THE HAWKINS COUNTY RECOVERY COURT FOUNDATION

WHEREAS, Hawkins County received funding to be allocated to direct opioid abatement services and programs by March 2026; and

WHEREAS, the 2024 Opioid Abatement Funds are required to be allocated by March 2026, with a balance of \$484,429.29 as of June 30, 2025; and

WHEREAS, Hawkins County would like to recognize the significant positive work being done by the Hawkins County Recovery Court Foundation; now

THEREFORE, BE IT RESOLVED that Hawkins County will invest \$50,000 in the Hawkins County Recovery Court Foundation derived from the revenue received for allocation with an expiration date of March 2026, to further support the recovery of Hawkins County citizens placed in the center's programming.

Introduced By Esq. Joshua Gilliam	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted //- /0 - 2.5	Voice Vote			
County Clerk Courses	Absent			
O	COMMITTEE ACTION			
Ву:				
Chairman				



No.2025/11/07

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24<sup>th</sup> day of November, 2025.

RESOLUTION IN REF: APPROVAL TO SURPLUS VEHICLES FROM HAWKINS COUNTY PARK DEPARTMENT

WHEREAS, Hawkins County Park Department has vehicles and equipment no longer utilized due to exhausted lifespan, deterioration or technological advances; and

WHERAS, a list of vehicles and equipment with identification numbers is below; and

THEREFORE, BE IT RESOLVED approval be given to declare said items as surplus property and permission be given to dispose of said items by sale, destruction (recycle) or transfer with a report given to Hawkins County Mayor's Office of method and location of disposition.

	YEAR	MAKE	MODEL	VIN	TYPE	MILEAGE	Department
0203	1999	Chevrolet	Pickup, Silverado 4x4	1GCEK14W7XE211407	Trucks/Vans	280,000 Miles	Parks & Recreation
0204	2005	Chevrolet	Utility Truck 2500 HS	1GCHK29U05E308584	Trucks/Vans	273,577 Miles	Parks & Recreation

Introduced By Esq. Jason Roach	ACTION:	AYE	NAY	PASSED
Seconded By Esq.	Roll Call			
Date Submitted //-/0-25	Voice Vote			
Marcia Allacción	Absent			
County Clerk				
	COMMITTEE ACTION			
Ву:				
Chairman				



No.	20251	<i>] </i>	108

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24<sup>th</sup> Day of November, 2025.

RESOLUTION IN REF: APPROVAL OF 2026 COUNTY COMMISSION MEETINGS SCHEDULE

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

THEREFORE, BE IT RESOLVED, the following schedule be adopted for the calendar year 2026.

#### 2026 Commission Meetings

January	26,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
February	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
March	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
April	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*May	18,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
June	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
July	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
August	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
September	28,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
October	26,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
November	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*December	21,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse

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

Introduced By Esq.	Nancy Barker	ACTION:	AYE	NAY	PASSED	FAILED
Seconded By Esq.		Roll Call				
Date Submitted	11-10-25	Voice Vote				
County Clerk	Marie A Cario	Absent				
Ву:		Abstain				
Chairman:		COMMITTE	E ACTION			

<sup>\*</sup> The fourth Monday in May and December of 2026 fall within the holiday schedule. Therefore, the meetings will be on the third Monday.

No. 2025/11/	09
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To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 24th day of November 2025.

RESOLUTION IN REF:

APPROVAL OF EXTENSION OF LEASE WITH TN-66 PARTNERS LLC FOR A 36-MONTH TERM OF DECEMBER 1, 2025, UNTIL NOVEMBER 30, 2028, FOR OFFICE SPACE INCLUDING UNITS 6, 12, AND 13 AT 3815 HWY 66 SOUTH IN ROGERSVILLE FOR THE UNIVERSITY OF TENNESSEE/TENNESSEE STATE UNIVERSITY AGRICULTURAL **EXTENSION OFFICE AND 4-H PROGRAM** 

WHEREAS, Hawkins County has leased space in the building formerly owned by Jonathan Lawson located at 3815 Hwy 66 South, Rogersville, TN, beginning December 1, 2020, for occupancy by the University of Tennessee/Tennessee State University (UT/TSU) Agricultural Extension Office; and

WHEREAS, the original lease for the space was amended December 1, 2022; and

WHEREAS, the current lease expires November 30, 2025; and

WHEREAS, extensive investigation into other available spaces suitable for use by the UT/TSU Extension Service of Hawkins County has not resulted in any more economical alternative; and

WHEREAS, Hawkins County wishes to extend the lease for the space beginning December 1, 2025, and expiring November 30, 2028, with an option to extend the lease for six (6) additional months on a month-to-month basis and:

WHEREAS, the rent for the space, including common area maintenance (CAM) fees will be on an incremental scale as follows:

TERM	ANNUAL RENT	MONTHLY RENT
December 1, 2025 – November 30, 2026	\$43,236	\$3,603.00
December 1, 2026 – November 30, 2027	\$44,172.78	\$3,681.06
December 1, 2027 – November 30, 2028	\$45,137.66	\$3,761.47

THEREFORE, BE IT RESOLVED that Hawkins County Mayor Mark DeWitte be authorized to sign the above-mentioned updated lease amendment, a copy of which is attached to this resolution, for the office space being used by the UT/TSU Extension Service of Hawkins County

Introduced By Esq. Jason Roach, Chair, Finance Committee	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			: 0
Date Submitted 1/-10-25	Voice Vote		-	
Mencin & Ubucios	Absent			
County Clerk				

Chairman

#### LEASE AGREEMENT

•	n .
	Parties
1	Faires

THIS LEASE (the "Lease"), dated the \_\_\_\_\_ day of November 2025 by and between TN-66 Partners LLC whose record address is 1227 Volunteer Pkwy Suite 517 Bristol TN 37620 hereinafter called "Lessor" and Hawkins County, Tennessee whose record address is 150 East Washington Street Rogersville TN 37857 hereinafter called "Lessee", WITNESSETH:

Considerations

In consideration of the rental stated below and their mutual covenants, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described herein.

3. Premises

The leased premises, hereinafter called the "Premises", are identified and described as follows: Units 6, 12 and 13 at 3815 TN-66 Rogersville TN 37857

4. Term

The term of this Lease is 36 months commencing December 1, 2025 and expiring November 30, 2028.

5. Basic Rental

Lessee agrees to pay to Lessor an annual rental, payable in advance in equal monthly installments, according to the following schedule:

- Year 1 \$6.50 per sqf (4804 sqf) per year: \$2602.17/month (\$31,226 yearly)
   CAM fees @ \$2.50 per sqf (4804 sqf) per year: \$1000.83/month (\$12,010 yearly)
- Year 2 (Year 1 +3%) \$2680.23/month (\$32,162.78 yearly)
   CAM fees @ \$2.50 per sqf (4804 sqf) per year: \$1000.83/month (\$12,010 yearly)
- Year 3 (Year 2 +3%) \$2760.64/month (\$33,127.66 yearly) CAM fees @ \$2.50 per sqf (4804 sqf) per year: \$1000.83/month (\$12,010 yearly)

All rent payments shall be made on the first day of each month, except that if the beginning or ending month is not a full calendar month, the rent for that month shall be prorated accordingly.

Lessee shall pay the first full month's rent upon delivery of this Lease to Lessor for Lessor's signature.

Payments shall be made to Lessor at 1227 Volunteer Pkwy Suite 517, Bristol, TN 37620, without demand or further notice, which is hereby expressly waived.

Beginning on the first anniversary of the Lease Commencement Date, and on each anniversary thereafter during the Term, the Monthly Rent shall increase by 3%.

6. Security Deposit

With delivery of this Lease to Lessor for Lessor's signature, Lessee shall deposit with Lessor \$\( \)\_0 as a security deposit (the "Security Deposit") for Lessee's performance of its obligations under this Lease. If Lessee is not in default at the expiration or termination of this Lease and releases the Premises to Lessor in accordance with Paragraph 12, then Lessor shall return the Security Deposit to Lessee.

7. Full Payment Without Set-Off

The total rent due upon each due date shall be paid in full to Lessor, and no set-off or counter-claims may be deducted by Lessee from the rentals due. The burden of proof of full payment shall be upon Lessee. In the event rent is not received by Lessor by the 10<sup>th</sup> of the month, a 10% penalty fee will be charged.

8. Kind of Business

Lessee shall occupy the Premises throughout the full term of the Lease and the principal business to be conducted is: Government offices, teaching

Assignment, Subletting, and This Lease may not be assigned, pledged or encumbered by Lessee, and the Premises may not be sublet, partially or fully, without prior written consent of Lessor, which consent shall not be unreasonably withheld. The term "assignment" as used herein shall

1

Transfer of Lessor's Interest

include any change or transfer in the ownership or control of Lessee. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the Lease. Fifty percent (50%) of any profit from a sublease shall be paid to Lessor when earned by Lessee.

If Lessor's interest in the Premises terminates by reason of a bona fide assignment, sale, or other transaction, Lessor, upon transfer of Lessee's Security Deposit to the new owner, will be released from all further liability to Lessee under this Lease.

 Lien for Payment of Rent Lessor shall have all of the rights provided for protection of landlord's interest under local, state, and federal law, specifically including a lien for payment of rental. To enforce such lien, Lessor may take and keep possession of all of Lessee's property and/or the contents of the Premises and may advertise and sell such property at public auction to satisfy said debt, without any process of law and in bar of redemption, provided that notice be posted on the Premises and written notice be sent by certified mail to Lessee and any known creditors claiming any interest in such property at least thirty (30) days prior to the sale date.

11. Alterations

Lessee shall make no alterations, additions, replacements or improvements to the Premises over Five Thousand Dollars (\$5,000) without the express written permission of Lessor. Any alterations, additions, replacements and improvements, as long as such are considered fixtures, made to or upon the Premises during the term of the Lease shall immediately become the property of Lessor and be considered a part of the Premises. Lessee agrees that should it make any alterations, additions, replacements or improvements to the Premises, it will not be acting as agent or servant of Lessor, and that it will promptly pay the cost or expense for same. Notwithstanding the foregoing, Lessor, at Lessor's option, may require Lessee at the end of the term to remove improvements and alterations made by Lessee and to restore the Premises to their original condition at Lessee's expense unless agreed to prior by Lessor and Lessee in writing.

However, trade fixtures, machinery and equipment installed by Lessee solely for use in its business shall remain the property of Lessee and may be removed at the expiration of the Lease, provided Lessee shall not then be in default, and provided the Premises be returned to Lessor in the condition as provided in Paragraph 12 herein.

 Delivery at End of Lease Upon termination of the Lease, by expiration of term, or otherwise, Lessee shall redeliver to Lessor the Premises in good order, repair and condition, cleared of all goods, signs and debris, and professionally cleaned and repaired to specifically include, but not necessarily be limited to, floors; overhead doors, personnel doors, and door hardware; dock bumpers and levelers; locks; electrical lights, bulbs, and ballasts; and dust, cobwebs and filth; and shall make good all damages to the Premises, ordinary wear and tear excepted, and shall remain liable for Holdover Rent until the Premises shall be returned in such order to Lessor. The Premises shall be returned in broom-clean condition, with normal wear and tear excepted. Lessee shall not be responsible for restoring or repairing any pre-existing defects or conditions. Any required repairs must be itemized and communicated in writing by Lessor within 10 business days of lease termination.

13. Lawful Use

Lessee covenants and agrees that it will observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the Premises, and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon.

 Environmental Compliance/Use Lessee warrants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought, kept or used in or about Premises by Lessee, its sublessees, agents, employees, contractors, or invitees except in commercial quantities similar to those quantities usually kept on similar premises by others in the same business or profession. Lessee shall cause all such materials to be stored, used and disposed of in compliance with all applicable federal, state and local laws, including, without limitation, laws governing Hazardous Materials. If the presence of any Hazardous Materials on, in or under the Premises caused or permitted by Lessee, its sublessees, agents, employees, contractors or invitees results in any contamination of the Premises, Lessee shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition

existing prior to the introduction of any such Hazardous Materials, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Materials on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Materials in the air, soil, surface water or ground water.

"Hazardous Materials" as such term is used in this Lease means any hazardous or toxic substances, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act as such Acts have been or are hereafter amended from time to time.

Lessee shall indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Lessee agrees to indemnify Lessor against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any release of Hazardous Materials by Lessee or Lessee's agents on the Premises during the term of this Lease. Lessee's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

Lessee shall keep the Premises and adjacent grounds, including loading docks, parking lots, and rail sidings alongside of and in the vicinity of the Premises in a good, clean, and sanitary condition and appearance, free from dirt, filth, waste, oiled rags or any flammable, dangerous or detrimental material, also from noxious or objectionable odors. If same are not maintained in this manner, Lessor may, upon giving ten (10) days written notice to Lessee during which time Lessee fails to correct the matter of which Lessor complains, take the corrective action, and the cost of same shall be borne by Lessee, which Lessee agrees to pay upon receipt of the bill for same from Lessor.

Should Lessee, or any of its successors in interest, hold over at the Premises, or any part thereof, after the expiration of the term of the Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month-to-month only, at a net monthly rental equal to one and a quarter times (125%) the rental payable for the last full month of the term of this Lease (the "Holdover Rent"). The inclusion of the preceding sentence shall not be construed as Lessor's permission for Lessee to hold over, nor shall it be construed as an option to extend this Lease. In the event Lessee shall become a Holdover tenant, all the provisions, terms and conditions of this Lease shall remain in effect during the full term of the Holdover period.

All utilities, including but not limited to heat, water, electric, gas, storm water fees, metering charges, internet, telecommunications, and any other service or utility used on the Premises, shall be paid directly by Lessee or reimbursed to Lessor if billed to Lessor. Lessee shall place all applicable utilities in its own name upon commencement of the Lease.

Unless otherwise agreed in this Lease, Lessee shall not affix or attach any signs on the Premises without consent in writing from Lessor, which shall not be unreasonably withheld, except that Lessee may employ modest signs for business identification only.

If Lessor is to make any improvements prior to Lessee's occupancy, a separate Schedule A shall be attached and initialed by each party setting out the agreed improvements; in such event, Lessor shall proceed diligently to make such improvements, and Lessee acknowledges that the Premises shall be acceptable when such improvements are substantially complete.

Lessor shall, at its own cost and expense, maintain in good repair the roof, foundations and exterior walls (not including doors, windows and floors); however, Lessor shall not be

15. Cleanliness

16. Holdover

17. Utilities

18. Signs

 Improvements to be Made, and Delivery of Premises

20. Upkeep of Premises

obligated to make any repairs of those portions of the Premises that it is obligated to maintain unless it shall be notified in writing by Lessee, and Lessor shall then have a reasonable period of time to make such repairs, provided, however that Lessee and not Lessor shall be responsible for making any such repairs occasioned by the acts or negligence of Lessee, its employees, or invitees. Lessor shall not be liable for any damage or loss occasioned by Lessor's failure to repair portions of the Premises which it had covenanted to maintain unless it shall have failed to repair the defect within a reasonable time following written demand of Lessee to make the repair.

Other than those portions for which Lessor shall be responsible as set out above, Lessee shall at its own expense keep and maintain in good repair the entire Premises including interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing inside its space, sprinkler system, electric wiring, loading dock(s), dock door(s) and dock equipment, and also including any vehicular or truck driveway or parking areas, landscaped or other areas exclusively used by Lessee. Upon receiving notice of any defect that is the responsibility of Lessee to maintain, Lessee agrees to proceed diligently to make repairs.

For HVAC only, Lessee will have an out of pocket maximum spend of \$1250 per unit per year. If attention to HVAC is needed over \$1250 per unit per year, the Lessor will use its own contractors to repair or replace as needed.

In case the Premises shall be so damaged by fire or other cause as to be rendered untenantable, Lessor shall use its best efforts to determine the extent of repairs to be done and the time required to perform them within thirty (30) days from date of said casualty. If the damage is such that repairs can be completed within one hundred twenty (120) days from commencement of said repairs, Lessor agrees to make such repairs promptly and to allow Lessee an equitable abatement in rent for such time as the Premises remain untenantable. Lessor shall use its best efforts to commence repairs within forty five (45) days from date of said casualty. If necessary repairs cannot be made within one hundred twenty (120) days from the date of commencement of such repairs, this lease may be terminated at the option of Lessor as of the date the Premises were rendered untenantable by giving written notice to the Lessee within ten (10) days of notice of the time required to perform repairs. In the event of partial loss, the rent shall be abated by a portion equal to the area rendered unfit for use against the total area. Should less than one (1) year remain before the expiration of the term of this lease and repairs cannot be completed within sixty (60) days from the date of casualty, then Lessor shall have the right to terminate this lease.

If the cost of such repairs exceeds the actual proceeds of insurance due Lessor on account of such casualty, or if Lessor's mortgagee or any ground lessor shall require that any insurance proceeds be paid to it, Lessor may terminate this Lease unless Lessee, within fifteen (15) days after demand therefore, deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available to Lessor for such purpose.

Lessor and Lessee agree, provided that such agreement does not invalidate or prejudice any policy of insurance, that, in the event the Premises or the fixtures, leasehold improvements, furniture, equipment, or merchandise therein, are damaged or destroyed by fire or other casualty which is covered by insurance of either the Lessor or the Lessee, the rights of either party, if any, against the other, or against the employees, agents, or licensees of any party with respect to such damage or destruction and with respect to any loss resulting therefrom, including the interruption of the business of any party, are hereby waived to the extent of the coverage of said insurance. Lessor and Lessee agree further that all policies of fire, extended coverage, business interruption, all risk or other insurance covering the Premises, or the contents, fixtures, equipment and improvements thereon, shall, if obtainable, contain a clause or endorsement providing in substance that the insurance shall not be prejudiced by virtue of this waiver. Any additional premiums on account thereof shall be paid by the party benefited.

21. Fire Clause

22. Waiver of Subrogation

Lessee acknowledges that Lessor will not carry insurance on improvements, furniture, furnishings, trade fixtures, equipment installed in or made for or attached to the Premises by, for, or for the benefit of Lessee, and Lessee, not Lessor, will promptly repair any damage thereto or replace same.

23. Condemnation

If all or a substantial part of the Premises are taken by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the rent and additional rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. In the event of termination of this Lease, Lessee shall have the right to remove all of its property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for tenant relocation by the condemning authority.

 Taxes and Insurance Premiums Lessor shall pay as additional rent all real estate, personal property and other ad valorem taxes, and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Premises, the land upon which the Premises is located, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, "Taxes"), including all costs associated with the appeal of any assessment of Taxes. Lessee agrees that if during the term of this Lease a capital levy or other tax be levied, assessed or imposed on the rents received by Lessor from the rents reserved herein or any part thereof, then Lessor will pay same when due.

25. Default by the Lessee

In the event Lessee fails to pay the rent as herein stipulated, or fails to comply with any of the terms and conditions of this Lease, then Lessor may continue the Lease and recover damages for such failure, or unless Lessee corrects or remedies any such failure or default within thirty (30) days or such other time limitation as may be specifically provided for elsewhere in this Lease, after Lessor has mailed written notice of same to Lessee, except that only ten (10) days notice shall be required with respect to failure to pay rent, then Lessor may elect to declare this Lease forfeited and terminated and at an end in all respects, and may, thereupon enter and take possession of said Premises for said breach and re-rent the same to such Lessee as in the discretion of Lessor may be deemed suitable and proper. Should, through no fault of Lessee, the default be unable to be cured within said thirty (30) day period, Lessee, with Lessor's written approval, shall have an additional reasonable time in which to cure said default. Should Lessor declare this Lease terminated and forfeited as aforesaid, then Lessee agrees to surrender peaceful possession of same, and Lessor may re-enter with or without legal process.

If the Lease is terminated pursuant to the preceding paragraph, Lessor shall have the right to collect an amount equal to: all expenses incurred by Lessor in recovering possession of the Premises, including reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new lessee; all past due rent which is unpaid, plus interest thereon (at the interest rate as defined in Paragraph 30); and an amount by which the entire rent for the remainder of the Term exceeds the loss of rent that Lessee proves could have been reasonably avoided. In the event of Lessee's default and termination of this Lease, Lessor shall make reasonable efforts to mitigate damages, including making commercially reasonable attempts to re-let the Premises

26. Lessor's Right of Entry

Lessor, and its agents or other representatives with 24 hours notice unless an emergency, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of examining the same or making repairs or alterations which may be necessary for the safety and preservation thereof. Lessee agrees at any time within one hundred eighty (180) calendar days before the expiration of this Lease to allow Lessor to enter upon the Premises and to affix upon any suitable part thereof a notice for reletting same, and that Lessee will not remove same and will permit all persons authorized by Lessor to view said Premises at reasonable times.

### 27. Damages and Accidents

Lessee agrees to hold harmless and indemnify Lessor from and against any liability or loss, including counsel fees incurred in good faith by the Lessor, arising out of any cause associated with Lessee's business or use of the Premises. In addition, Lessee agrees to provide at its own expense (a) commercial general liability insurance in form satisfactory to Lessor, with limits of at least Two Million and no/100 Dollars (\$2,000,000.00) for each occurrence and general aggregate for bodily injury and property damage which policy shall be made on an occurrence basis. All such policies shall name the Lessor as Additional Insured and shall contain a provision that the same may not be cancelled or changed without giving to the Lessor at least thirty (30) days written notice prior to any such change or expiration or cancellation of any such policy. Lessee shall furnish to Lessor a Certificate of Insurance of each insurance policy. Lessee agrees to provide the above coverages and guarantees such coverages will not be less than those required by Lessor. Lessee also shall carry contents coverage on its contents with a waiver of subrogation clause to Lessor.

Notwithstanding any contrary provision of this Lease, Lessee will look solely (to the extent insurance coverage is not applicable or available) to the interest of Lessor (or its successor as Lessor hereunder) in the Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease or other act or failure to act by Lessor or its successor or of Lessor's managing agent (including any beneficial owners, partners, corporations and/or other affiliated or in any way related to Lessor or such successor or managing agent).

#### 28. Non-waiver

Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the Lease, with respect to any other existing or subsequent default.

# 29. Bankruptcy or Insolvency of Lessee

In the event of the filing of any petition for bankruptcy or receivership relating to the Lessee, unless dismissed in twenty-one (21) days, or in the event of any assignment of Lessee's assets for the benefit of creditors, then Lessor shall have the right on thirty (30) days notice to terminate this Lease irrespective of whether rental payments shall then be in default.

## 30. Attorney's Fees and Interest

In the event it becomes necessary for Lessor to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, Lessee shall be liable for reasonable attorney's fees, costs and expenses incurred by Lessor, and in addition, shall be liable for interest at ten percent (10%) per annum on the sum determined to be due by reason of breach of this Lease, such interest to run from the date of breach of the Lease.

#### Quiet Possession / Subordination

In consideration of the covenants and agreements herewith contained, Lessor agrees to warrant and defend Lessee in the quiet and peaceful possession of the said Premises during the term of this Lease.

Lessee hereby agrees to subordinate its rights and interests hereunder to any future financing or mortgage arranged by Lessor at the request of Lessor. Pursuant thereof, Lessee agrees to execute any and all documents necessary to effectuate the purposes of this provision within ten (10) days of Lessor's request.

Lessee agrees, within ten (10) days after written request from Lessor, to execute and deliver to Lessor or designee of Lessor any estoppel information regarding this Lease as Lessor or its designee may reasonably request.

Notwithstanding the foregoing, Lessor agrees to obtain a commercially reasonable non-disturbance agreement from any future lender or mortgagee so that Lessee's rights under this Lease shall not be disturbed so long as Lessee is not in default.

32. Entirety of Understanding in Written Lease

It is agreed that the entire understanding between the parties is set out in the Lease and any riders which are hereto annexed, that this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and that no modification or alteration of the Lease

shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the state where the Premises are situated shall apply.

#### 33. Miscellaneous

(a) Time is of the essence in this Lease; (b) the captions, headings and paragraph titles in the Lease are for convenience purposes only and do not in any way restrict, affect or interpret the provisions of this Lease; (c) this Lease will be binding upon and inure to the benefit of the respective heirs, representatives and permitted assigns of the parties hereto; (d) Lessor is not, nor shall not become, by the provisions of this Lease, a partner or joint venturer with Lessee in the conduct of Lessee's business or otherwise; (e) LESSEE HEREBY WAIVES A JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING A MONETARY DEFAULT BY LESSEE AND/OR LESSOR'S RIGHT TO POSSESSION OF THE PREMISES.

Lessor's delivery of this Lease to Lessee shall not be deemed to be a reservation of space or an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

#### 34. Special Provisions

Provision contained wherein, Lessee does not waive and of the rights and privileges afforded Lessee as a Government Entity pursuant to Tennessee Law.

All employees of Lessee will be required to park on side or rear parking spots/lots in order to save parking for potential business clients and/or customers of the premises.

#### 35. Renewal

Lessee shall have the option to renew this Lease for one additional term of 36 months upon written notice to Lessor at least 90 days prior to the Lease expiration date. The renewal rent shall be negotiated in good faith but shall not increase by more than 5% over the final year's rent of the initial term, unless mutually agreed in writing.

Lessee shall have the right to extend this Lease for month to month after the original 36 months for up to 6 months. The extended rent shall be negotiated in good faith but shall not increase more than 5% over the final's year rent of the initial term, unless mutually agreed in writing.

LESSOR:	TN-66 Partners LLC		
Ву:		_	
Name:	Thomas Fields	_Title:	Member Manager
Date:		_	
LESSEE:			
By:	· · · · · · · · · · · · · · · · · · ·	_	
Name:	Mark DeWitte	Title:	<u>Mayor</u>
Date:			

#### RESOLUTION NO.

2025/11/10

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24th DAY OF NOVEMBER, 2025.

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

The following budget amendments are being requested as listed below:

COMMITTEE ACTION:

CHAIRMAN:

	the removing badget annotation to are be	ing requested	uo	HOLOG DOIOTT.		
Account Number	Description					
						Amended
	CHANCERY COURT	Current Budg	et			Budget
50,400,700	Increase Expenditures		_	Increase		
53400-709	Data Processing Equipment	3,000.0	00	2,000.00		5,000.00
	Decrease Expenditures/Reserve		_		Decrease	
34710	Assigned for General Government	418,698.0	$\overline{}$		(2,000.00)	
	Sub-total Expenditures/Reserve	\$ 421,698.0	_			
	The above increase in Data Processing Equip		to p	ourchase a new lap	top and docking sta	ation. The
	funding will come from the Chancery Court re	serves.	-			
			_			-
			4			
						Amended
	HCSO	Current Budge	et			Budget
	Increase Expenditures		_	Increase		
54110-140	Salary Supplements	55,000.0	00	12,800.00		67,800.00
	Increase Revenue		_	Increase		
46210	Law Enforcement Training Programs	49,000.0	0	12,800.00		61,800.00
	Sub-total Revenues	\$ 49,000.0	0 \$	12,800.00	\$ 0.00	\$ 61,800.00
	Sub-total Expenditures	\$ 55,000.00	0 \$	12,800.00	\$ 0.00	\$ 67,800.00
	The above increase in Salary Supplements is	needed to cover	pos	st certified SRO su	pplements. The fur	nding will
	come from an increase in State funding.					
			$\top$			Amended
		Current Budge	$\neg$	Increase	Decrease	Budget
		\$ 49,000.00	_			
[F	Page Totals- Expenditures/Fund Balance	\$ 476,698.00	0 \$	14,800.00	\$ (2,000.00)	\$ 489,498.00
NTRODUCED	BY: Jason Roach, Bdgt Comm. Chrmn			ESTIMATED COST		
SECONDED BY	Y:			PAID FROM		GENERAL FUND
ACTION:	AYE NAY			DATE SUBMITTED		0-25
ROLL CALL				COUNTY/CLERK:	NANCY, A. DAVIS	
OICE VOTE				BY: /// N.C.	141/2	1000
BSENT			•	/	P	

APPROVED

DISAPPROVED

#### RESOLUTION NO.

1	7 -		1.7		
2/1	25	1	111	11	
10	7	•	11'		

# TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24TH DAY OF NOVEMBER, 2025.

#### RESOLUTION IN REFERENCE: BUDGET AMENDMENT - SOLID WASTE

The followi			being requested as lis			WAS	SIE				
Account Number		Descri									
7.000dile Namber		SOLID V		Cui	rrent Budget						Amended Budget
		Increase Ex	penditure				Increase				
55732-790-WRG25	Other Eq		portations		29,140.00		261,211.00				290,351.00
		Increase F	Revenue				Increase				
46980-WRG25	Other Sta	ite Grants(Waste	Reduction)		0.00		261,211.00				261,211.00
	Sub-tota	Revenue		\$	0.00	\$	261,211.00	\$	0.00	\$	261,211.00
	Sub-total	Expenditures /	Fund Balance	\$	29,140.00	\$	261,211.00	\$	0.00	\$	290,351.00
	The above	e increase in Oth	er Equipment is neede	d to pu	ut the Waste F	Reduc	ction Grant into	the 25-	26FY bud	lget.	This
	1		y resolution 2025/06/06								
		ounty money.			-						
					-					_	
				<del>                                     </del>		_	-				
				-							
				-			-				
				-							Amended
				Curr	ent Budget		Increase	Dec	crease		Budget
	Sub-total	Revenue			0.00		261,211.00		0.00		261,211.00
	Page Tota	ls- Expenditure	s	\$	29,140.00	\$	261,211.00	\$	0.00	\$	290,351.00
INTRODUCED BY:		Jason Roach, B	dgt. Comm. Chrmn.			ES1	IMATED COS	Т			
SECONDED BY:				-		PAI	D FROM		SOL	א חו	VASTE FUND
						. , , ,	D I I (O)				MOTETOND
ACTION:		AYE	NAY			DAT	E SUBMITTE	D	11-10	D -	25
ROLL CALL			-			COI	JNTY/CLERK:	NA.	NGY A.	OAVIS	s .
VOICE VOTE	,	-		•		BY:	Maria	V2 5	4/1	1	1110
ABSENT						<u> </u>	y porte	7		100	
						4.00	NDOVED	U		D.	
COMMITTEE ACTION	ν.					APP	ROVED			DIS	SAPPROVED

CHAIRMAN:

2025/11/12

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24th DAY OF NOVEMBER, 2025.

#### RESOLUTION IN REFERENCE: BUDGET AMENDMENT - HIGHWAY CAPITAL PROJECTS FUND

1	he following budget amendments are b	eing requested as	s listed below:		
Account Number	Description				
	HIGHWAY CAPITAL PROJECTS FUND	Current Budget			Amended Budget
	Increase Expenditure		Increase		
68000-718	Motor Vehicles	168,605.00	60,000.00		228,605.00
	Decrease Expenditure/Fund Balance			Decrease	
39000	Undesignated Fund Balance	857,349.00		(60,000.00)	797,349.00
	Sub-total Fund Balance	\$ 1,025,954.00	\$ 60,000.00	\$ (60,000.00)	\$ 1,025,954.00
	The above increase in Motor Vehicles is nee	ded to purchase a d	ump truck for the	Highway Dept. 7	he funding
	will come from fund balance.	-			
					Amended
		Current Budget	Increase	Decrease	Budget
	Page Totals- Expenditures/Fund Balance	\$ 1,025,954.00	60,000.00		
INTRODUCED	BY: Jason Roach, Bdgt Comm. Chrmr	<u>1</u>	ESTIMATED COS	<u>T</u>	
SECONDED B	Y:		PAID FROM	HIGHWAY CA	PITAL PROJECTS
ACTION:	AYE NAY	-	DATE SUBMITTE	p //-/	0-25
ROLL CALL		-	COUNTY OLERK		
VOICE VOTE		-	BY: ////	icizh	alles
ABSENT		<del>.</del>		/)	
COMMITTEE A	CTION:		APPROVED		DISAPPROVED

CHAIRMAN:

### RESOLUTION NO. 2025 1 1/ 1 1.3

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24<sup>TH</sup> DAY OF NOVEMBER 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, November 24, 2025, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Vice-Chairman Budget Comm				Estimated Cost: _ Committee			
Seconded by Esq				Paid From	Fund		
ACTION:	Aye	Nay	Abstain	Date Submitted _	11-10-25		
Roll Call				County Clerk: Na	ncy A. Dayis		
Voice Vote				By: Maria	By: Marca Cercus		
Absent				<i>l</i>	)		
COMMITTEE ACTION: APP				APPROVED	DISAPPROVED		
CHAIRMAN:							

FUND: 141 GENERAL PURPOSE SCHOOL FUND

AMENDMENT NUMBER: 4
DATE: November 24, 2025

ORIGINAL BUDGET AMOUNT
PREVIOUS AMENDMENTS
TOTAL

69,117,224.00 6,552,633.83 75,669,857.83 18,000.00 75,687,857.83

REQUESTE	AMENDMENT
TOTAL	

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET				
		EXPENDITURES								
1	To budget a Ciena Gra	To budget a Ciena Grant for STEM teachers.								
		71100 REGULAR INSTRUCTION PROGRAM								
	71100-429-DONGR	Instructional Supplies and Materials	-	3,000.00		3,000.00				
	44570-DONGR	Contributions and Gifts		3,000.00						
2	To amend the Innovative School Models Grant to purchase CTE vehicles.									
		71300 VOCATIONAL EDUCATION PROGRAM, 7	TION							
	71300-730-ISM	Vocational Instruction Equipment	619,221.75		102,400.00	516,821.75				
	72710-729-ISM	Transportation Equipment	38,000.00	102,400.00		140,400.00				
				102,400.00	102,400.00					
3	To budget the State and Local Cybersecurity Grant.									
		72250 Educational Technology								
	72250-790-CYBER	Other Equipment	-	15,000.00		15,000.00				
	46990-CYBER	Other State Revenues		15,000.00						
		TOTAL EXPENDITURES		120,400.00	102,400.00					
		TOTAL REVENUES		18,000.00						

## RESOLUTION NO. 20251 11 1 14

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24<sup>TH</sup> DAY OF NOVEMBER 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, November 24, 2025, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Vice-Chairman Budget Comm				Committe	Estimated Cost:		
Seconded by Esq					Paid From		Fund
ACTION:	Aye	Nay	Abstain		Date Submitted	11-10-25	
Roll Call	-				County Clerk: Nan	cy A. Davis	
Voice Vote					By: //a/acc	2 Cau	(60)
Absent					C		
COMMITTEE ACTION: APP			APPR	OVED	DISAPPROVED	):	
		_					
CHAIRMAN:							

**FUND: 144 SCHOOL TRANSPORATION FUND** 

AMENDMENT NUMBER: 2
Date: November 24, 2025

ORIGINAL BUDGET AMOUNT PREVIOUS AMENDMENTS

TOTAL
REQUESTED AMENDMENT

TOTAL

4,836,664.00 243,974.00 5,080,638.00 32,914.00 5,113,552.00

			CURRENT			
Desc Code	ACCOUNT NO	DESCRIPTION	BUDGET	INCREASE	DECREASE	AMENDED BUDGE
		EXPENDITURES				
1	To budget insu	rance recovery funds for Bus #59 and Bus #8	0.			
		72710 TRANSPORTATION				
	72710-338	Maintenance & Repair Services-Vehicles	35,000.00	6,414.00		41,414.00
	72710-729	Transportation Equipment	500,000.00	26,500.00		526,500.00
				32,914.00	***************************************	
	49700	Insurance Recovery		32,914.00		
		TOTAL EXPENDITURES		32,914.00	•	
		TOTAL REVENUES		32,914.00		

### RESOLUTION NO. 20251 // 1 15

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 24<sup>th</sup> DAY OF NOVEMBER 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, November 24, 2025, go on record as passing this resolution.

Introduced b			am nan Budget	Estimated Cost: Committee	
Seconded by Esq				Paid From	Fund
ACTION:	Aye	Nay	Abstain	Date Submitted//-	-10-25
Roll Call				County Clerk: Nancy	A. Davis
Voice Vote				By: Marcing	1 (aus
Absent				$\mathcal{O}$	
COMMITTEE ACTION: AP				APPROVED D	ISAPPROVED
CHAIRMAN:	:				

FUND: 177 EDUCATION CAPITAL PROJECTS FUND

AMENDMENT NUMBER: 2 DATE: November 24, 2025

ORIGINAL BUDGET AMOUNT PREVIOUS AMENDMENTS TOTAL

570,013.00 369,182.30 939,195.30

REQUES TOT

ESTED AMENDMENT	10,000,000.00
TAL	10,939,195.30

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET			
Desc Code	ACCOONTING	DESCRIPTION	DODGE!	Meneral	DECILAGE	AINE VOLUME			
1	To budget the Roof and School Improvement Interfund Capital Outlay Notes, Series 2025 with no loan to be repaid as the debt will be retired from								
	the Education Debt Ser	vice Fund.							
		91300 EDUCATION CAPITAL PROJECTS							
	91300-304-CON25	Architects		500,000.00		500,000.00			
	91300-707-CON25	Building Improvements	-	9,500,000.00		9,500,000.00			
				10,000,000.00					
	48130	Contributions	-	10,000,000.00					
		TOTAL EXPENDITURES	-	10,000,000.00					
		TOTAL REVENUES		10,000,000.00					

#### CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2025/11/16

# 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 NOVEMBER 11, 2025 MEETING OF THE GOVERNING BODY:

NAME

HOME ADDRESS

**BUSINESS ADDRESS** 

	lost Ett coulon	
1 BETSY C DVE	204 FALCON DR	201 S CENTRAL AVE (ACFCU)
1. BETSY C. DYE	CHURCH HILL, TN 37642	CHURCH HILL, TN 37642
2 KRISUA HAMPRICUT	210 ROANOKE DR	210 E MAIN ST (THREAD BANK)
2. KRISHA HAMBRIGHT	SURGOINSVILLE, TN. 37645	ROGERSVILLE, TN 37857
2 LINDA HENOLEY	440 AUSTIN CIR	4966 HWY 11W, PO BOX 850 (RURAL HEALTH SERVICES)
3. LINDA HENSLEY	ROGERSVILLE, TN 37857	ROGERSVILLE, TN 37857
	515 OLD PERSIA RD	1200 W MAIN ST (HOLSTON ELECTRIC)
4. JASON MONTGOMERY	ROGERSVILLE, TN 37857	ROGERSVILLE, TN 37857
	250 ANDERSON RD	3017 W AJ HWY (LAKEWAY AUTO)
5. TIFFANY MOORE	SURGOINSVILLE, TN 37873	MORRISTOWN, TN 37814
	515 MANOR DR	210 W MAIN ST (FIRST HORIZON BANK)
6. TERRY L MORELOCK	KINGSPORT, TN 37660	ROGERSVILLE, TN 37857
	121 PINECREST RD	1717 E STONE DR (REGIONS BANK)
7. VIRGIL PEYTON	CHURCH HILL, TN 37642	KINGSPORT, TN 37660
	325 SHIPLEY RD	201 S CENTRAL AVE (ACFCU)
8. ANGELA ROBERTS	CHURCH HILL, TN 37642	CHURCH HILL, TN 37642
	127 THORPS CHAPEL RD	145 HENARDS CHAPEL RD (HENARDS CHAPEL CHURCH)
9. DONNA TRENT	ROGERSVILLE, TN 37857	ROGERSVILLE, TN 37857
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(Seal)

Clerk of the County of Hawkins, Tennessee