

RESOLUTION

No. 2026/05/ 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 18th day of May 2026.

RESOLUTION IN REF: APPROVING A SETTLEMENT AGREEMENT WITH HOLSTONCONNECT, LLC AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE SAME

WHEREAS, Hawkins County has been presented with a proposed Settlement Agreement and Release of Claims with HolstonConnect, LLC; and

WHEREAS, the settlement concerns franchise fees Hawkins County claims it is entitled to receive, pursuant to the Competitive Cable and Video Services Act, for video services HolstonConnect, LLC provided within Hawkins County between 2019 and 2025; and

WHEREAS, the proposed Settlement Agreement provides for payment in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00); and

WHEREAS, based upon the information presented to it, including the amount of franchise fees claimed by Hawkins County, the Board finds that the proposed settlement payment represents a favorable and appropriate resolution of the matter.

NOW, THEREFORE, BE IT RESOLVED by the Hawkins County Board of Commissioners, meeting in regular session on this 18th day of May 2026, as follows:

1. The Settlement Agreement and Release of Claims between Hawkins County and HolstonConnect, LLC, attached hereto as Exhibit A, is hereby approved.
2. The County Mayor is hereby authorized to execute the Settlement Agreement and Release of Claims on behalf of Hawkins County.
3. The County Mayor and outside counsel retained by Hawkins County are authorized to take any further action reasonably necessary to carry out the terms of the Settlement Agreement and other related agreements previously approved by the Hawkins County Board of Commissioners.
4. The County Clerk is authorized and directed to certify this Resolution, or the minutes reflecting its adoption, as evidence of the Board's approval of the Settlement Agreement and authorization for the County Mayor to execute the same.
5. This Resolution shall take effect immediately upon its passage.

Introduced By Esq. Nancy BARKER
 Seconded By Esq. _____
 Date Submitted 5-4-26

 County Clerk

ACTION: **AYE** **NAY** **PASSED**
 Roll Call _____
 Voice Vote _____
 Absent _____

COMMITTEE ACTION

By: _____

 Chairman _____

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “Agreement”) is made and entered into by and between **HolstonConnect, LLC** (“HolstonConnect”) and **Hawkins County** (“Hawkins”) (collectively, the “Parties”) as of the later of (a) the date on which this Agreement has been executed by both Parties and (b) the date on which HolstonConnect receives the materials described in Section 2(c) below (the “Effective Date”).

RECITALS

WHEREAS, the Town of Bulls Gap filed a Petition for Declaratory Judgment against HolstonConnect, LLC, Hamblen County, Hawkins County, the City of Morristown, the Town of Rogersville, the Town of Surgoinsville, and the City of Church Hill (collectively, the “Co-Defendants”), pending in the Chancery Court for Hawkins County, Tennessee, Case No. 2024-CH-84 (the “Action”);

WHEREAS, Bulls Gap (and those joining) sought, among other things, a declaration that HolstonConnect is a “video service provider” as defined by the Competitive Cable and Video Services Act, Tenn. Code Ann. § 7-59-301, *et seq.*, and sought from HolstonConnect payment of alleged franchise fees owed in connection with HolstonConnect’s provision of video services under its HolstonTV service;

WHEREAS, HolstonConnect denies any wrongdoing or liability to Hawkins;

WHEREAS, the Parties, together with other parties to the Action, participated in a mediation and desire to compromise and settle Hawkins’ claims against HolstonConnect and any related disputes arising from the Action; and

WHEREAS, the Parties desire to set forth the full terms of their settlement in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties, releases, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation. The foregoing recitals are incorporated herein by reference as if fully set forth herein.

2. Governing Body Approval; Effective Date; Conditions Precedent. Hawkins represents and warrants that its Board of County Commissioners has duly authorized, approved, and ratified the execution, delivery, and performance of this Agreement and the settlement contemplated hereby, that such approval was taken at a duly called meeting in accordance with applicable law, and that no further action, approval, appropriation, or authorization is required for this Agreement to constitute the valid and binding obligation of Hawkins. As a condition precedent to the Effective Date and to HolstonConnect’s obligation to make the Settlement Payment, Hawkins shall deliver to HolstonConnect:

- (a) a fully executed original or counterpart of this Agreement;
- (b) a Stipulation of Dismissal with Prejudice and a proposed Order of Dismissal with Prejudice, each in form reasonably acceptable to HolstonConnect, executed by counsel for Hawkins and suitable for filing in the Action; and
- (c) a certified copy of the minutes, resolution, or other official action of the Board of County Commissioners evidencing approval of this Agreement or the settlement contemplated hereby and authorizing the County Mayor executing this Agreement on behalf of Hawkins. The Effective Date shall not occur unless and until HolstonConnect has received all items described in this Section 2.

3. Settlement Payment. Subject to the occurrence of the Effective Date, HolstonConnect shall pay to Hawkins the total sum of Two-hundred Forty Thousand Dollars (\$240,000.00) (the "Settlement Payment") within fourteen (14) days after the Effective Date. The Settlement Payment shall be paid in good and available funds pursuant to written payment instructions provided separately by Hawkins' counsel. The Settlement Payment shall be deemed made when received by Hawkins in good and available funds.

4. Dismissal of Claims and Disposition of Action. Within three (3) business days after Hawkins' receipt of the Settlement Payment, Hawkins shall cause the Stipulation of Dismissal with Prejudice to be filed in the Action and shall take all actions reasonably necessary to dismiss with prejudice any and all claims asserted by Hawkins against HolstonConnect in the Action. Hawkins represents that, except for the Action, there are no pending lawsuits, charges, administrative proceedings, or other claims by Hawkins against HolstonConnect in any court, tribunal, or agency arising from or relating to the subject matter of the Action.

5. Attorneys' Fees, Mediator's Fees, and Court Costs. Each Party shall bear its own attorneys' fees and expenses incurred in connection with the matters addressed in this Agreement, including the Action, settlement negotiations, and preparation of this Agreement. HolstonConnect shall pay all mediator's costs and fees attributable to the Action, as well as any court costs.

6. No Admission of Liability. This Agreement is a compromise of disputed claims. HolstonConnect denies and continues to deny all wrongdoing, liability, and damages alleged or asserted by Hawkins. Neither this Agreement nor any payment or undertaking made pursuant to it shall constitute or be construed as an admission by HolstonConnect of any liability, fault, or wrongdoing.

7. Release by Hawkins. In consideration of the promises and payment described herein, Hawkins, on behalf of itself and its present and former officials, officers, employees, agents, representatives, attorneys, successors, and assigns, fully and forever releases and discharges HolstonConnect and its parent entities, subsidiaries, affiliates, divisions, members, managers, officers, directors, employees, agents, representatives, attorneys, insurers, reinsurers, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, suits, liabilities, losses, damages, costs, expenses, and obligations of every kind, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity, that Hawkins ever had, now has, or may claim to have as of the date Hawkins executes this Agreement,

arising out of or relating in any way to the Action or to the facts, transactions, occurrences, communications, dealings, contracts, attempted contracts, or other matters between Hawkins and any of the Released Parties occurring on or before the date Hawkins executes this Agreement (the "Released Claims"). Hawkins understands and agrees that the Released Claims include claims based on facts that may later be discovered to be different from or in addition to those now known or believed to exist. Notwithstanding the foregoing, the Released Claims do not include any claim to enforce this Agreement or any claim arising from breach of this Agreement or fraud or intentional misrepresentation in connection with the authority, approval, execution, or performance of this Agreement.

8. No Assignment. Each Party represents and warrants that it has not assigned, transferred, or purported to assign or transfer any claim released by this Agreement.

9. Non-Disparagement; Required Disclosures. The Parties agree that they shall not knowingly make or publish false and disparaging statements about the other concerning the matters resolved by this Agreement. This Section does not prohibit truthful statements required by law; statements made in response to subpoenas, court orders, public records requests, or audit or regulatory inquiries; statements made in public meetings or public records in the ordinary course of county governance; or statements by counsel in connection with the Action or enforcement of this Agreement.

10. Further Assurances. The Parties shall execute and deliver such further documents and take such further actions as may be reasonably necessary to effectuate the intent and purposes of this Agreement.

11. Amendment. This Agreement may be amended only by a written instrument expressly referring to this Agreement and executed by authorized representatives of both Parties.

12. Default; Enforcement; Fees. A Party's failure to perform any material obligation under this Agreement shall constitute a default. In any action or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs incurred in connection with such enforcement action, in addition to any other relief awarded.

13. Voluntary Agreement; Counsel. Each Party acknowledges that it has read this Agreement in its entirety, understands its terms, has had the opportunity to consult with legal counsel of its choosing, and enters into this Agreement voluntarily and without reliance on any promise or representation not expressly set forth herein.

14. Governing Law and Venue. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict-of-laws principles. Any action to enforce or interpret this Agreement shall be brought exclusively in a court of competent jurisdiction located in Hawkins County, Tennessee.

15. Construction. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party by reason of authorship.

16. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law, and the invalid or unenforceable provision shall be enforced to the maximum extent permissible.

17. Waiver. No waiver of any breach or provision of this Agreement shall be effective unless in writing, and no waiver shall be deemed a waiver of any prior, concurrent, or subsequent breach.

18. Third-Party Rights. Except for the Released Parties as expressly identified in Section 7, this Agreement is solely for the benefit of the Parties and does not confer any rights or remedies upon any other person or entity.

19. Ownership of Claims. Each Party represents and warrants that it is the sole and rightful owner of the claims, if any, being released by it under this Agreement and that no other person or entity is entitled to assert such claims on its behalf, except as expressly set forth herein.

20. Court Approval. Except as expressly provided in Section 2 regarding board approval and delivery of approval materials, this Agreement is not subject to approval by any court and shall become effective only upon the Effective Date.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes all prior or contemporaneous oral or written negotiations, communications, and understandings relating to that subject matter.

22. Authority to Execute. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized and empowered to execute and deliver this Agreement on behalf of that Party. Without limiting the foregoing, Hawkins further represents and warrants that the signatory below has been duly authorized by official action of the Board of County Commissioners reflected in the materials delivered pursuant to Section 2(c). Hawkins waives any defense based on lack of authority inconsistent with the approval materials delivered under Section 2(c).

23. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically, including by PDF, shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

[Signatures follow on next page]

HOLSTONCONNECT, LLC

By: _____

_____ Dated

Print Name: _____

Its: _____

HAWKINS COUNTY

By: _____

_____ Dated

Print Name: _____

Its: _____

EXHIBIT A

Certified Council/Board Minutes, Resolution, or Other Official Action

To be attached if available at execution, or otherwise delivered pursuant to Section 2(c), and in either event are a condition precedent to the Effective Date.

100621033.v1



RESOLUTION

No. 2026/05/ 02

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 18th day of May, 2026.

RESOLUTION IN REF: AUTHORIZING HAWKINS COUNTY TO APPLY FOR AND ACCEPT IF GRANTED A THDA GRANT FOR 2026 HOME FUNDS IN THE AMOUNT OF \$750,000 WITH NO MATCH REQUIRED

WHEREAS, Hawkins County recognizes the need for housing rehabilitation for low income residents within the County; and

WHEREAS, the County desires to provide these services to their residents, including residents of the municipalities within the County; and

WHEREAS, the Hawkins County Commission understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low income persons.

NOW, THEREFORE, BE IT RESOLVED, that the Hawkins County Commission does hereby authorize the County Mayor to file an Application for 2026 HOME funds with THDA in the amount of \$750,000. There are no county funds required to match the program.

BE IT FURTHER RESOLVED that the Hawkins County Commission does hereby authorize the County Mayor to sign any and all documents, contracts, assurances, and forms of compliance necessary to effectuate the completion and submittal of the application and that the First Tennessee Development District administer this grant application and grant funds on behalf of the County, and to accept the grant if awarded.

Introduced By Esq. Nancy Barker

Seconded By Esq. _____

Date Submitted 5-4-26

Nancy Barker
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____



RESOLUTION

No. 2026/05/ 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 18th day of May 2026.

RESOLUTION IN REF: APPROVAL TO RETAIN THE SOUTHERN ENVIRONMENTAL LAW CENTER AS CO-COUNCIL WITH OUR INSURANCE COMPANY'S ATTORNEY TO DEFEND, PRO BONO, THE LAWSUIT FILED AGAINST HAWKINS COUNTY BY EXOTICRIDGE LLC.

WHEREAS, ExoticRidge Crypto Company, LLC, has brought suit against Hawkins County, filed with the United States District Court for the Eastern District of Tennessee, for not allowing them and other future crypto mining and data center operations to locate inside the county limits ; and

WHEREAS, the county's insurance company, the Davies Group, has appointed attorney Jeffrey Ward of Greeneville, to defend against potential monetary judgements in the suit. The Southern Environmental Law Center (SELC) is proposing to defend the county against the non-monetary claims asserted in the lawsuit, and;

WHEREAS, SELC has offered its services to Hawkins County on a pro-bono agreement as described in the attached Retainer Memorandum Agreement, now

THEREFORE, BE IT RESOLVED that the offer extended by SELC is accepted by the Hawkins County Commission, and County Mayor Mark DeWitte is authorized to sign the Retainer Memorandum Agreement.

Introduced By Esq. ROBBIE PALMER

Seconded By Esq. _____

Date Submitted 05-04-26

County Clerk [Signature]

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RETAINER MEMORANDUM AGREEMENT

To: The Honorable Mark DeWitte, Mayor of Hawkins County, TN
From: George Nolan, Tennessee Office Director, Southern Environmental Law Center
Re: Terms of Representation re ExoticRidge Crypto Company lawsuit
Date: April 28, 2026

I. Introduction

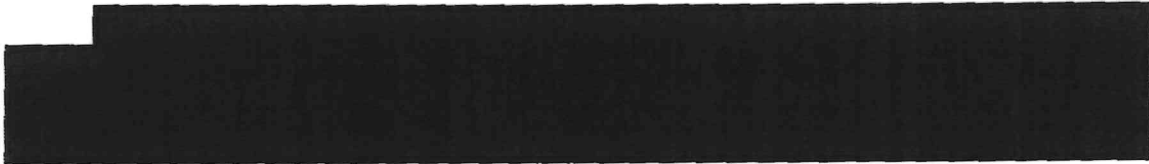
This retainer memorandum agreement (“Agreement”) sets forth the terms under which the Southern Environmental Law Center (“SELC”) will undertake representation of Hawkins County, Tennessee (“Client”) regarding the lawsuit filed against Client by ExoticRidge Crypto Company LLC in the U.S. District Court for the Eastern District of Tennessee, docket number 2:26-cv-64 (the “Lawsuit”). The purpose and goal of this representation is to defend Client’s right to regulate or ban crypto-mines and data centers within its boundaries (i.e., to defend Client against the non-monetary claims asserted in the Lawsuit).

Please review this memorandum carefully, and, if acceptable, please sign and return a copy to us at your earliest convenience.

II. Nature and Purpose of the Matter

The purpose of this representation will be to assist in the defense of Client in the Lawsuit, specifically to uphold and vindicate Client’s right to regulate environmentally harmful land uses, including by using the County Powers Act, to regulate or ban crypto-mines and data centers within Client’s boundaries. Client’s insurance carrier has retained attorney Jeffrey Ward to defend Client in the Lawsuit, and SELC will assist Mr. Ward as co-counsel. The adverse parties are ExoticRidge Crypto Company LLC and its members.

SELC anticipates assisting Mr. Ward in the litigation of constitutional, environmental, and other issues as agreed with Mr. Ward. SELC’s defense of Client will be focused on and limited to assisting Mr. Ward in connection with the claims against Client for declaratory and injunctive relief. Mr. Ward will have sole responsibility for defending client against claims for compensatory damages and other monetary relief.



████████████████████ This representation is further limited to district court proceedings in the Lawsuit and does not include an obligation to participate in appellate proceedings in a higher court. A new agreement would be required for SELC to continue representation in event of an appeal.

This agreement is subject to approval by SELC's Litigation Approval Committee and will become effective upon that approval.

III. Terms Related to SELC's Representation of Client

A. Scope of the Representation

SELC will represent Client in connection with the Lawsuit as described above. SELC will not advocate any position which, in SELC's opinion, is not well-supported in law and fact.

B. Client Representative

Client agrees that the following individual will be its representative for purposes of this representation:

Hon. Mark DeWitte, Mayor of Hawkins County

PHONE: _____

EMAIL: _____

The representative shall be responsible for receiving all communications from SELC and transmitting all communications from Client to SELC regarding this representation. It shall be the responsibility of the representative to ensure that communications from SELC are promptly transmitted to other Client personnel, where appropriate, and that all communications to SELC are authorized. SELC agrees to keep the representative informed of all significant developments regarding the representation and to provide copies of all pleadings and papers filed upon request.

The representative is authorized to make decisions on behalf of Client as may be required. Client understands that there may be strategic litigation decisions, excluding settlement, that cannot wait until Client's decision-making body meets again and that the representative named above has the authority to make binding decisions for Client.

C. Client Assistance

Client agrees to provide such assistance to SELC as may be necessary in gathering and analyzing information in Client's possession for use in SELC's representation of Client and in providing information or documents in Client's possession.

D. Settlement Offers and Major Strategy Decisions

The conduct of this representation is subject to the general supervision and control of the Client. Client will be consulted on major strategy decisions, including settlement of any claims, but SELC, in consultation with Mr. Ward, will make day-to-day decisions on issues of legal tactics. No settlement proposal will be offered or accepted on behalf of Client without its advance consent. The purpose of and goals for engaging in this representation, as described above, will be the major factor in Client's consideration of any settlement offer. Client will consider the recommendations of SELC in reaching its decisions.

E. Budget and Allocation of Costs

SELC charges no fees for its attorney time. SELC also does not bill for its regular office expenses such as telephone charges, photocopying, postage, and travel. Defending Client in the Lawsuit may entail additional expenses such as court costs, court reporter fees, deposition costs, expert fees, or consultant fees ("Additional Litigation Expenses"). SELC expects that Client's insurance company will pay such Additional Litigation Expenses in accordance with Client's insurance policy, and SELC shall have no obligation to incur such Additional Litigation Expenses.

F. Publicity, Public Statements, and Social Media

Client agrees to work with SELC to develop a joint press strategy regarding the Lawsuit. Press contacts concerning the details and status of the Lawsuit will be handled by SELC in coordination with Client and Mr. Ward. Client is encouraged to continue public education efforts and to generate public support for its prohibition of cryptocurrency mines and data centers, but agrees to avoid discussion of specific steps, strategies taken, and legal issues in the case. Questions on such topics should be referred to SELC.

In addition, Client agrees to first confer with SELC before any contact or communication with members of local or national press regarding any other aspect of the Lawsuit.

Because publications of certain material could affect the outcome of the Lawsuit, Client agrees to share with SELC all publications, including official Client publications as well as those proposed by individual staff members, that could potentially be seen by opposing counsel (including websites, web pages, blog posts, mass emails distributed to donors and/or members, newsletters, press statements or releases, and Facebook, Instagram, Tik Tok or other social media posts) regarding the Lawsuit and seek SELC's approval before publishing that information. Except for social media posts, for which Client will give SELC at least 4 hours to review a draft of the proposed post, Client will give SELC at least one full business day to review a draft of any proposed publication.

G. Client Communications with Opposing Parties and Relevant Government Officials

Client agrees to first confer with SELC before any contact or communication with opposing counsel, opposing parties, or representatives of opposing parties, as well as any related government officials regarding the Lawsuit or otherwise within the scope of this Agreement. Any such contact made without conferring with SELC could hinder the litigation efforts.

IV. Litigation Hold

Client acknowledges its obligation not to destroy any document or information possibly related to this matter, and Client hereby agrees to retain in a retrievable format any documents or information currently in its possession or that comes into its possession. Client has identified employees, officers, County Commissions and other board members, decision-makers, agents, contractors, and other representatives likely to be in possession of documents and information related to this matter, and Client will issue any necessary "hold" notices to those individuals to assure documents are retained and not destroyed. This expressly includes, but is not limited to, paper files, electronic documents, emails, text messages, and other digital content and communications (e-blasts, Twitter posts, blogs, and Facebook posts).

V. Amendments

This Agreement may be amended or modified only in a writing signed by representatives of Client and SELC.

VI. Entire Contract

This Agreement constitutes the entire contract for legal services between Client and SELC.

VII. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Copies or facsimiles of this Agreement shall have the same force and effect for all purposes as the original.

VIII. Termination

A. Termination by Client

Client shall have the right to terminate representation under this Agreement for any reason, upon written notice to SELC. Client also remains obligated to preserve any documents, including emails, hard copies of documents, and electronic copies of documents, related to this case.

B. Termination by SELC

SELC may terminate this Agreement consistent with applicable Rules of Professional Responsibility.

IX. Governing Law

This Agreement shall be construed, interpreted, and governed by the laws of the State of Tennessee.

X. Warranty of Authorization

The person signing this Agreement on behalf of Client warrants that they are authorized by their organization to do so and have secured all approvals necessary to discharge Client's obligations pursuant to this Agreement.

Signed:

Hon. Mark DeWitte
Mayor of Hawkins County

Date:

Signed:

George Nolan, Director of Tennessee Office
Southern Environmental Law Center

Date:



RESOLUTION

No. 2026/05/ 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 18th day of May 2026.

RESOLUTION IN REF: APPROVAL OF CONTRACT BETWEEN ETSU AND HAWKINS COUNTY FOR FORENSIC SERVICES

WHEREAS, Hawkins County is using the Quillen College of Medicine, Division of Forensic Pathology at ETSU for forensic services and has for several years; and

WHEREAS, ETSU has presented each county using their services with a 3-year contract. Said contract is attached.

THEREFORE, BE IT RESOLVED that the contract with ETSU for forensic services be approved contingent upon autopsies being performed within 2 days of arrival with the exception of arrival on a weekend; and upon receiving and investigative report within the state mandated 90-day period; and

THEREFORE, BE IT FURTHER RESOLVED that Mark DeWitte, County Mayor is authorized to sign said agreement.

Introduced By Esq. Nancy Barker
Seconded By Esq. _____
Date Submitted 05-04-26
Nancy Barker
County Clerk

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

COMMITTEE ACTION

By: _____
Chairman _____

AGREEMENT

Between

East Tennessee State University

And

Hawkins County, Tennessee

This Agreement is made and entered into as of the 1st day of July 2026, by and between Hawkins County (“County”) and East Tennessee State University, a state-owned university, on behalf of its Quillen College of Medicine, Division of Forensic Pathology, operating at the William L. Jenkins Forensic Center (“ETSU”).

I. SCOPE OF SERVICES:

1. ETSU shall, within 90 days of contract execution:

- i. Provide consulting services to the County medical examiner and death investigators 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and direct case disposition during the term of the contract.
- ii. Maintain National Association of Medical Examiners (“NAME”) Accreditation.
- iii. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies and procedures.
- iv. Dispatch a medical investigator employed by ETSU to select death scenes (i.e. homicides, infant/child deaths, and unusual circumstances) upon request.
- v. Provide autopsies for County upon request of the county medical examiner, district attorney general and anyone authorized by the county medical examiner or district attorney general or by law to order an autopsy.
- vi. Provide all building maintenance necessary for the William L. Jenkins Forensic Center (“WLJFC”).
- vii. Provide information technology support to WLJFC.
- viii. Provide initial and continuing forensic training to county medical investigators, and county medical examiners at the forensic center.

- ix. Provide quarterly reports to County Mayor's Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency with prevalent malfeasance.

2. County shall, within 90 days of contract execution:

- i. Notify ETSU, verbally and in writing, of anticipated changes in current on-scene medical investigator and or county medical examiner personnel.
- ii. Notify the county medical investigators, and county medical examiner that all cases reported to the medical examiner's office may be discussed with ETSU staff while County officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. ETSU will make qualified recommendations for case disposition to be considered at the discretion of the County Medical Examiner.
- iii. Ensure that county medical investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and WLJFC standard operating procedures.
- iv. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann. § 38-7-101 – 38-7-119 and WLJFC standard operating procedures.
- v. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy and procedures by review of quarterly report produced by ETSU.
- vi. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and are able to transport the body directly from the scene to the forensic center.
- vii. Replenish disposable items for the field medical death investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
- viii. Ensure that the on-scene medical death investigators have access to computer and digital camera.

- ix. Ensure that the on-scene medical death investigators have the capacity to call the forensic center while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (i.e. dispatch).
- x. Ensure that the on-scene medical death investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

II. CONTRACT TERM AND TERMINATION:

1. This Agreement is for a period of 36 Months commencing on July 1, 2026, and expiring on June 30, 2029. Parties shall commence performance of execution of this Agreement on or before July 1, 2026.
2. This Agreement may be immediately terminated by an party upon the occurrence of the following events:
 - i. A court of competent jurisdiction determines that the Agreement violates any law of regulation; or
 - ii. The loss or suspension of any license, accreditation or authorization that is required in order for a party to perform its obligations under this Agreement.
3. Notwithstanding any other provision in this agreement, this Agreement may be terminated by a party without cause upon 180 days written notice.
4. ETSU may immediately terminate the Agreement if County fails to perform its obligations under this agreement in a timely or proper manner. Notwithstanding the foregoing provision, County shall not be relived of liability to ETSU for damages sustained by virtue of any breach of this agreement.

III. PAYMENT TERMS AND CONDITIONS:

1. Maximum Liability. The payment rates in Section III. 2 shall constitute the entire compensation due ETSU per month. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by ETSU.

The maximum liability represents available funds for payment to ETSU and does not guarantee payment of any such funds to ETSU under this Agreement unless ETSU performs said work outlined in Section I.1. of this Agreement. Upon performance in accordance with Section I.1., ETSU shall be paid in accordance with the payment rates detailed in section III.2.

2. **Payment Methodology.** ETSU shall be compensated based on the payment rates herein for services provided.
 - i. ETSU's compensation shall be contingent upon the satisfactory completion of service defined in section I.1.
 - ii. ETSU shall be compensated for service-based Payment Schedule hereto attached in Exhibit A.

IV. **GENERAL PROVISIONS:**

1. **Modification and Amendment.** This Agreement may be modified only by a written amendment executed and approved by all parties hereto in accordance with applicable Tennessee laws and regulations.
2. **Prohibition of Joint Venture.** The parties shall not engage in a joint venture with each other as a result of this agreement. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction of the manner of method by which the other transacts its business affairs or provides its usual services.
3. **Legal Compliance.** The parties hereto agree to act in compliance in all material respects with all applicable federal, state and local laws, including applicable regulations, administrative orders, which shall specifically include: 42 U.S.C. § 1395nn (the "Stark Law"), 31 U.S.C. § 3729 (the "False Claims Act"), or any similar provision relating to kickbacks, illegal referrals, illegal billings, privacy, and applicable regulations relating to health care, the health care industry, the provision of health care services, third-party reimbursements and public health and safety.
4. **Liability.** Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgements resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Tennessee Claims Commission and liability shall be limited in accordance with the provisions of Tennessee law.
5. **Cooperation.** Each party agrees to cooperate with and assist each other Party with any complaints or investigations arising out of or in connection with the services provided under this Agreement. Nothing in this Agreement shall be construed to prevent any

employee or part from testifying at an administrative hearing, deposition or in court in response to lawful subpoena.

- 6. Nondiscrimination: Parties shall comply with federal and state laws which prohibit discrimination against individuals because of race, creed, color, sex, religion, age, national origin, disability or veteran status.
- 7. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, an if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

Hawkins County:
 Hawkins County Mayor's Office
 150 E. Washington, Suite 2- *Street*
 Rogersville, TN 37857


ETSU:
 East Tennessee State University
 Quillen College of Medicine
 Finance and Administration
 PO Box 70420
 Johnson City, TN 37614-0569
 ATTN: Rusty Lewis, Executive Associate Dean/Finance and Administration

- 8. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee.

In consideration of the terms and conditions above, the undersigned execute this Agreement for the purpose of binding the Parties to the Provisions of the Agreement.

East Tennessee State University:

Hawkins County, Tennessee:

Signed by:			
By: 	Date: 04/02/2026 1:59:57 PM EDT	By: Thomas Harrison	Date: _____
7DCAB2DCCAGAA4B6... Kimberly McCorkle, Senior Vice President of Academics		<i>Mark DeWitte</i> Mark DeWitte	

PAYMENT SCHEDULE

HAWKINS COUNTY

July 1, 2026 – June 30, 2027		
Service Description	Monthly Amount	Annual Amount
Medical Examiner	\$0	\$0
Forensic Services	\$13,738.08	\$164,854
Total Payment	\$13,738.08	\$164,854

July 1, 2027 – June 30, 2028		
Service Description	Monthly Amount	Annual Amount
Medical Examiner	\$0	\$0
Forensic Services	\$16,403.00	\$196,836
Total Payment	\$16,403.00	\$196,836

July 1, 2028 – June 30, 2029		
Service Description	Monthly Amount	Annual Amount
Medical Examiner	\$0	\$0
Forensic Services	\$19,585.17	\$235,022
Total Payment	\$19,585.17	\$235,022

8596,712



RESOLUTION

No. 2026 / 05 / 05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 18TH day of May, 2026.

RESOLUTION IN REF: APPROVAL OF AMBULANCE LIEN RELEASE

WHEREAS, Hawkins County presently holds a lien on a 2022 Ford F-450 remount ambulance, VIN No. 1FDUF4HT7NEC35684, presently in the possession of Hawkins County Emergency Medical Services; and

WHEREAS, repairs for mechanical issues to the ambulance are excessive and not fiscally prudent; and

WHEREAS, selling the ambulance would be more advantageous; and

THEREFORE, BE IT RESOLVED approval be given to authorize the County Mayor to sign all lien release documents and related instruments to sell the above stated ambulance.

Introduced By Esq. Jason Roach
Seconded By Esq.
Date Submitted 05-04-26
County Clerk Nancy L. Davis
By:
Chairman:

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

TO THE HONORABLE MARK DEWITTE , CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18TH DAY OF MAY, 2026.

RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2025 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2025-26 FY BUDGETS

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

WHEREAS, the June 30, 2025 audit was released in February 2026, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2025 - 2026 FY Budget, and

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

Fund	Estimated 6/30/25 Fund Balances and Reserves on the 2025-2026 FY Budget Document	Actual 6/30/25 Fund Balances and Reserves after Closing Accounting Records for the 2024-2025 FY	Difference
General	\$ 15,140,552	\$ 15,800,996	\$ 660,444
Solid Waste	4,356,290	4,363,932	7,642
Drug Control	692,602	732,519	39,917
Other Spec. Rev. (ARPA)	22,390	-	(22,390)
Highway	2,150,698	2,229,400	78,702
General Debt Service	1,642,322	1,562,972 **	(79,350)
Special Debt Service	269,238	269,372	134
Education Debt Service	15,173,921	14,673,195 **	(500,726)
General Capital Projects	1,890,223	2,019,437	129,214
Highway Capital Projects	280,317	282,568	2,251

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

** Amounts reflect a timing issue associated with audit adjustments.

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2025 fund balances and reserves be recognized and amended for the approved 2025 - 26 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

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

SECONDED BY: _____

ACTION: AYE _____ NAY _____

ROLL CALL _____

VOICE VOTE _____

ABSENT _____

COMMITTEE ACTION: _____

DATE SUBMITTED 05-04-26

COUNTY CLERK: NANCY A. DAVIS

BY: Nancy A. Davis

APPROVED _____ DISAPPROVED _____

CHAIRMAN: _____

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18TH DAY OF MAY 2026.

RESOLUTION IN REFERENCE: AMENDMENT OF JUNE 30, 2025 ESTIMATED FUND BALANCES AND RESERVES ON APPROVED 2025-26FY BUDGETS

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

WHEREAS, the June 30, 2025 audit was released in February 2026, and

WHEREAS, some closing entries and/or adjustments were not included in the approved 2025 - 2026FY Budget, and

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

<u>Fund</u>	<u>Estimated 6/30/25 Fund Balances and Reserves on the 2025-26 FY Budget Document</u>	<u>Actual 6/30/25 Fund Balances and Reserves after Closing Accounting Records for the 2024-2025 FY</u>	<u>Difference</u>
General Purpose School	\$ 10,057,728	\$ 8,024,088	\$ (2,033,640)
Central Cafeteria	4,356,987	4,572,575	\$ 215,588
Transportation	1,685,808	1,826,162	\$ 140,354
Education Capital Projects Fund	952,364	75,746	\$ (876,618)

NOW THEREFORE BE IT RESOLVED THAT the above actual June 30, 2025 fund balances and reserves be recognized and amended for the approved 2025 - 26 FY budgets for the purpose of meeting audit requirements. No general ledger entries for any fund will be required from this resolution.

INTRODUCED BY: Josh Gilliam
Vice-Chair Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE NAY ABSTAIN

DATE SUBMITTED 05-04-26

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____

DISAPPROVED _____

CHAIRMAN: MARK DEWITTE

BY: _____

RESOLUTION NO. 2026 / 05 / 11

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18th DAY OF MAY 2026.

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, May 18, 2026, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam
Vice-Chairman Budget Committee

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay Abstain

Date Submitted 05-04-26

Roll Call _____ _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____ _____

By: Nancy A. Davis

Absent _____ _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: _____

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 8
 DATE: May 18, 2026

ORIGINAL BUDGET AMOUNT	69,117,224.00
PREVIOUS AMENDMENTS	7,301,931.62
TOTAL	76,419,155.62
REQUESTED AMENDMENT	521,987.00
TOTAL	76,941,142.62

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To amend the budget due to changes in personnel, medical insurance increases, retirements, and under-estimated line items.					
		VARIOUS DEPARTMENTS				
	71100-116	Teachers	22,409,217.00		100,000.00	22,309,217.00
	71100-128	Homebound Teachers	139,255.00	315.00		139,570.00
	71100-163	Educational Assistants	1,266,250.00		60,000.00	1,206,250.00
	71100-189	Other Salaries & Wages	350,200.00	55,000.00		405,200.00
	71100-201	Social Security	1,679,035.72		200,000.00	1,479,035.72
	71100-204	Pensions	1,519,215.53	174,685.00		1,693,900.53
	71100-206	Life Insurance	47,019.00		1,000.00	46,019.00
	71100-207	Medical Insurance	3,576,308.00	302,904.00		3,879,212.00
	71100-212	Employer Medicare	392,624.65		60,000.00	332,624.65
	71100-217	Retirement - Hybrid Stabilization	113,969.60	13,790.00		127,759.60
	71100-399	Other Contracted Services	640,800.00		210,000.00	430,800.00
	71150-201	Social Security	18,749.00		2,000.00	16,749.00
	71150-207	Medical Insurance	51,630.00	13,640.00		65,270.00
	71150-399	Other Contracted Services	1,170.00	800.00		1,970.00
	71150-432	Library Books/Media	1,000.00		1,000.00	-
	71150-449	Textbooks-Bound	3,000.00		3,000.00	-
	71200-171	Speech Pathologist	202,687.00		4,139.00	198,548.00
	71200-189	Other Salaries & Wages	56,864.00		15,439.00	41,425.00
	71200-204	Pensions	277,371.40	4,300.00		281,671.40
	71200-217	Retirement - Hybrid Stabilization	20,896.40	7,000.00		27,896.40
	71300-116	Teachers	1,891,779.00	101,731.00		1,993,510.00
	71300-189	Other Salaries & Wages	38,181.00	4,389.00		42,570.00
	71300-201	Social Security	119,658.00		3,000.00	116,658.00
	71300-204	Pensions	111,858.00	34,704.00		146,562.00
	71300-206	Life Insurance	3,360.00	150.00		3,510.00
	71300-207	Medical Insurance	361,010.00	15,214.00		376,224.00
	71300-217	Retirement - Hybrid Stabilization	11,300.00	980.00		12,280.00
	71300-336	Maintenance and Repair Services-Equipment	8,000.00		4,800.00	3,200.00
	71300-399	Other Contracted Services	-	25,000.00		25,000.00
	71300-429	Instructional Supplies and Materials	25,000.00		20,935.00	4,065.00
	72110-204	Pensions	22,505.00	1,111.00		23,616.00
	72110-207	Medical Insurance	73,653.00		1,631.00	72,022.00
	72110-217	Retirement - Hybrid Stabilization	1,150.00	520.00		1,670.00
	72120-204	Pensions	59,322.00	7,430.00		66,752.00
	72120-207	Medical Insurance	250,826.00		8,967.00	241,859.00
	72120-217	Retirement - Hybrid Stabilization	3,800.00	1,537.00		5,337.00
	72130-161	Secretary(s)	53,600.00	1,068.00		54,668.00
	72130-207	Medical Insurance	336,107.00	93,945.00		430,052.00
	72210-105	Supervisor/Director	320,533.00	11,900.00		332,433.00
	72210-129	Librarians	834,485.00	158,700.00		993,185.00
	72210-189	Other Salaries & Wages	705,641.00	121,247.00		826,888.00
	72210-201	Social Security	119,857.00		17,000.00	102,857.00
	72210-204	Pensions	109,833.00	15,583.00		125,416.00
	72210-206	Life Insurance	2,954.00	129.00		3,083.00
	72210-207	Medical Insurance	336,960.00	45,381.00		382,341.00
	72210-212	Employer Medicare	28,031.00		2,800.00	25,231.00
	72210-217	Retirement - Hybrid Stabilization	2,500.00	193.00		2,693.00
	72220-124	Psychological Personnel	162,154.00	3,602.00		165,756.00
	72220-206	Life Insurance	872.00	16.00		888.00
	72220-207	Medical Insurance	9,236.00		3,618.00	5,618.00
	72230-189	Other Salaries & Wages	20,000.00		3,400.00	16,600.00
	72230-201	Social Security	7,043.00		460.00	6,583.00

	72230-204	Pensions	6,300.00	257.00		6,557.00
	72230-207	Medical Insurance	6,886.00	3,393.00		10,279.00
	72230-212	Employer Medicare	1,647.00		130.00	1,517.00
	72230-524	Inservice/Staff Development	500.00		400.00	100.00
	72250-189	Other Salaries & Wages	428,019.00	8,502.00		436,521.00
	72250-204	Pensions	37,641.00	3,102.00		40,743.00
	72250-207	Medical Insurance	64,060.00		3,000.00	61,060.00
	72250-217	Retirement - Hybrid Stabilization	3,000.00	367.00		3,367.00
	72250-399	Other Contracted Services	160,000.00		13,471.00	146,529.00
	72250-524	Inservice/Staff Development	10,000.00	4,500.00		14,500.00
	72310-206	Life Insurance	24,000.00		9,000.00	15,000.00
	72310-207	Medical Insurance	515,000.00	40,855.00		555,855.00
	72310-510	Trustee's Commission	275,000.00		30,000.00	245,000.00
	72320-189	Other Salaries & Wages	26,200.00		10,000.00	16,200.00
	72320-207	Medical Insurance	24,770.00	530.00		25,300.00
	72410-104	Principals	1,351,581.00	34,900.00		1,386,481.00
	72410-136	Assistant Principals	1,112,800.00		10,000.00	1,102,800.00
	72410-161	Secretary(s)	639,500.00		10,000.00	629,500.00
	72410-189	Other Salaries & Wages	349,140.00	11,620.00		360,760.00
	72410-201	Social Security	214,335.00		10,000.00	204,335.00
	72410-207	Medical Insurance	744,375.00		24,000.00	720,375.00
	72510-201	Social Security	22,977.00		1,700.00	21,277.00
	72510-204	Pensions	26,682.00		300.00	26,382.00
	72510-207	Medical Insurance	72,359.00		8,000.00	64,359.00
	72510-212	Employer Medicare	5,374.00		400.00	4,974.00
	72510-217	Retirement - Hybrid Stabilization	-	300.00		300.00
	72520-105	Supervisor/Director	96,667.00	9,295.00		105,962.00
	72520-161	Secretary(s)	40,600.00	1,500.00		42,100.00
	72520-201	Social Security	8,511.00	326.00		8,837.00
	72520-204	Pensions	8,420.00	105.00		8,525.00
	72520-207	Medical Insurance	13,772.00	3,925.00		17,697.00
	72520-212	Employer Medicare	1,990.00	77.00		2,067.00
	72610-166	Custodial Personnel	1,826,004.00		25,000.00	1,801,004.00
	72610-189	Other Salaries & Wages	40,000.00		6,730.00	33,270.00
	72610-201	Social Security	1,115,692.00		12,000.00	1,103,692.00
	72610-204	Pensions	139,806.00		5,000.00	134,806.00
	72610-206	Life Insurance	6,195.00		600.00	5,595.00
	72520-207	Medical Insurance	326,189.00	6,400.00		332,589.00
	72610-212	Employer Medicare	27,057.00		2,000.00	25,057.00
	72610-217	Retirement - Hybrid Stabilization	10,200.00	330.00		10,530.00
	72620-167	Maintenance Personnel	937,880.00	19,300.00		957,180.00
	72620-204	Pensions	83,163.00	570.00		83,733.00
	72620-207	Medical Insurance	175,653.00	24,740.00		200,393.00
	73300-189	Other Salaries & Wages	72,780.00	6,009.00		78,789.00
	73300-204	Pensions	5,095.00	420.00		5,515.00
	73300-207	Medical Insurance	15,686.00	3,500.00		19,186.00
	73400-163	Educational Assistants	71,000.00	720.00		71,720.00
	73400-204	Pensions	20,328.40	3,586.00		23,914.40
	73400-207	Medical Insurance	59,579.00	6,535.00		66,114.00
	73400-355	Travel	-	400.00		400.00
	73400-399	Other Contracted Services	-	2,300.00		2,300.00
	39000	Unassigned Fund Balance	-		429,483.27	
				1,415,328.00	1,334,403.27	
	46596-PPL	Paid Parental Leave	-	80,924.73		
2	To budget district embedded dual enrollments with TCAT Morristown.					
		71300 VOCATIONAL EDUCATION PROGRAM				
	71300-399-TCAT	Other Contracted Services	-	6,000.00		6,000.00
	44990-TCAT	Other Local Revenues	-	6,000.00		6,000.00
3	To amend the budget for the purchase of graduation supplies.					
		71300 VOCATIONAL EDUCATION PROGRAM				
	71300-429	Instructional Supplies and Materials	64,500.00		140.00	64,360.00
	71300-599	Other Charges	-	140.00		140.00

4	To budget funds received for the Youth Risk Behavior Survey for VHS classroom supplies				
		71100 REGULAR INSTRUCTION PROGRAM			
	71100-429	Instructional Supplies and Materials	263,701.00	1,800.00	265,501.00
	46990	Other State Revenues		1,800.00	1,800.00
5	To budget a portion of the ETSU Gear Up grant.				
		72130 STUDENT SUPPORT, 72710 TRANSPORTATION			
	72130-599-GEAR	Other Charges	-	1,000.00	1,000.00
	72710-146-GEAR	Bus Drivers	-	675.00	
	72710-201-GEAR	Social Security	-	45.00	
	72710-204-GEAR	Pensions	-	60.00	
	72710-212-GEAR	Employer Medicare	-	10.00	
	72710-217-GEAR	Retirement - Hybrid Stabilization	-	10.00	
				1,800.00	
	47990-GEAR	Other Direct Federal	-	1,800.00	1,800.00
6	To budget donations received for Family Resource Center.				
		73300 COMMUNITY SERVICES			
	73300-499-FRC-DON	Other Supplies and Materials	19,723.54	1,979.00	21,702.54
	44570-FRC-DON	Contributions and Gifts	13,839.54	1,979.00	15,818.54
		TOTAL EXPENDITURES & FUND BALANCE		1,427,047.00	1,334,543.27
		TOTAL REVENUES		92,503.73	

RESOLUTION NO. 2026/05/12

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 18TH DAY OF MAY 2026.

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, May 18, 2026, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Estimated Cost: _____
Vice-Chairman Budget Committee

Seconded by Esq. _____ Paid From _____ Fund

ACTION: Aye Nay Abstain Date Submitted 05-04-26

Roll Call _____ County Clerk: Nancy A. Davis

Voice Vote _____ By: Nancy A. Davis

Absent _____

COMMITTEE ACTION: APPROVED DISAPPROVED

CHAIRMAN: _____

FUND: 144 SCHOOL TRANSPORTATION FUND
 AMENDMENT NUMBER: 4
 Date: May 18, 2026

ORIGINAL BUDGET AMOUNT	4,836,664.00
PREVIOUS AMENDMENTS	299,085.24
TOTAL	5,135,749.24
REQUESTED AMENDMENT	500.00
TOTAL	5,136,249.24

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1	To amend the budget due to under-estimated accounts and changes in personnel.					
		72310 BOARD OF EDUCATION, 72710 TRANSPORTATION				
	72310-510	Trustee's Commission	80,000.00	5,000.00		85,000.00
	72710-162	Clerical Personnel	98,693.00	6,500.00		105,193.00
	72710-217	Retirement - Hybrid Stabilization	9,525.00	2,000.00		11,525.00
	72710-399	Other Contracted Services	18,000.00	42,000.00		60,000.00
	72710-442	Propane Gas	70,000.00	75,000.00		145,000.00
	72710-207	Medical Insurance	392,869.00		130,500.00	262,369.00
				130,500.00	130,500.00	
2	To budget insurance recovery funds for Bus #106.					
		72710 TRANSPORTATION				
	72710-338	Maintenance & Repair Services-Vehicles	63,611.24	500.00		64,111.24
	49700	Insurance Recovery		500.00		
		TOTAL EXPENDITURES		131,000.00	130,500.00	
		TOTAL REVENUES		500.00		

