

RESOLUTION

No. 2018 / 06 / 01

Corrected

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25th day of June, 2018.

RESOLUTION IN REF: RE-APPOINTMENT OF PHIL BARRETT AND KERRY JACKSON TO THE HAWKINS COUNTY INDUSTRIAL BOARD FOR A SIX YEAR TERM

WHEREAS, the Industrial Committee met on March, 2018 and voted unanimously to recommend that the following persons be re-appointed to the Hawkins County Industrial Board for a six year term beginning April 1, 2017 and ending March 31, 2023,

Phil Barrett
1869 Hickory Cove Road
Rogersville TN 37857

Kerry Jackson
323 W. Lane St
Church Hill TN 37642

THEREFORE, BE IT RESOLVED THAT Phil Barrett and Kerry Jackson be re-appointed to the Industrial Board with the term of office being six (6) years beginning in April 1, 2017 and ending March 31, 2023.

Introduced By Esq. John Metz

Seconded By Esq. _____

Date Submitted July 9 2018

County Clerk Nancy A. Davis

By: Cynthia Rutledge DC.

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

NO. 2018 / 07 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 23rd day of July 2018.

RESOLUTION OF REF: TO EXCLUDE PROPERTY OWNERS (65 YEARS OF AGE AND OLDER AND QUALIFIED DISABLED PROPERTY OWNERS) WHO ARE ACTIVELY ON THE STATE OF TENNESSEE TAX RELIEF PROGRAM FROM \$40-WHEEL TAX THAT WAS IMPLEMENTED OCTOBER 2017

WHEREAS, any Hawkins County property owner, at the time of their vehicle registration renewal or upon initial registration of a vehicle in the property owners name, that has met the criteria for tax relief through the State of Tennessee Tax Relief Program, will be exempt from paying the additional \$40-wheel tax imposed in October 2017. Property owner/registered vehicle owner must be verified via a yearly list provided by the state of Tennessee to the Hawkins County Trustee's office and must show a valid ID at the time of renewal or initial registration. This reduction of the wheel tax applies to one vehicle per household, per year; and

WHEREAS, those who qualify for tax relief and are not on the annual report to the Trustee's office will not be included in the current year tax exemption; and

WHEREAS, this wheel tax exemption will begin in October 2018 for vehicle renewals and registrations and will not be retroactive to any prior month. No refunds will be given by the Hawkins County Clerk's office if the vehicle owner fails to ask for the exemption prior to renewal or registration of their vehicle. Renewals will only be exempt from the \$40-wheel tax from October 2018 forward. No credit will be given from prior months.

NOW, THEREFORE BE IT RESOLVED that property owners (65 years of age and older and qualified disabled property owners) who are actively on the State of Tennessee Tax Relief Program be exempt from the \$40-wheel tax that was implemented October 2017.

INTRODUCED BY: Mike Herrell & Fred Castle

ACTION: AYE NAY PASSED

SECONDED BY: _____

ROLL CALL: _____

DATE SUBMITTED: July 9, 2018

VOICE VOTE _____

Nancy A. Davis
HAWKINS COUNTY CLERK

ABSENT _____

BY: Cynthia Rutledge DC.

COMMITTEE ACTION: _____

CHAIRMAN: MELVILLE BAILEY

RESOLUTION

No. 2018 / 07 / 02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23rd day of July, 2018.

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

WHEREAS, TN Code Anno 7-86-105 states that the local board is to be appointed by the County Mayor and confirmed by the County Commission; and

WHEREAS the members and terms of this board being appointed or re-appointed are as follows:

For Appointment are:

<u>Representative</u>	<u>Name</u>	<u>Term</u>	<u>Term</u>
County Representative	Michael Gillespie	4 Years	July 1, 2018- June 30, 2022

For Re-Appointment are:

Emergency Medical	Beth Metz	4 Years	July 1, 2018 - June 30, 2022
EMA Director	Gary Murrell	4 years	July 1, 2018 - June 30, 2022

WHEREAS, other members and terms are as follows:

County Citizen	Andrew Bradley	4 Years	July 1, 2017 - June 30, 2021
County Commissioner	Bob Palmer	4 Years	July 1, 2017 - June 30, 2021
Fireman's Association	Jim Klepper	4 Years	July 1, 2017 - June 30, 2021
County Citizen	Tony Fugate	4 Years	July 1, 2016 - June 30, 2020
County Citizen	Lawrence Wheeler	4 Years	July 1, 2016 - June 30, 2020
Law Enforcement -Sheriff (to be the elected official)	Ronnie Lawson	4 Years	September 1, 2014 - August 31, 2018 term will coincide with elected term of office
Ex-Officio Member County Mayor	Melville Bailey	4 Years	September 1, 2014- August 31, 2018 term will coincide with elected term of office

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

Introduced By Esq. Glenda Davis

Seconded By Esq. _____

Date Submitted July 9, 2018

County Clerk Glenda Davis

By: Cynthia Pledge

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2018 07 103

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23rd day of July, 2014.

RESOLUTION IN REF: APPROVAL TO EXTEND LEASE OF HANGERS NO. 2, 3, 4 & 5, TO DR. HAPPY SMITH, JEFF JACKSON, JAMES H. SUMMERS, AND BOB HUDDLESTON FOR AN ADDITIONAL FIVE (5) YEARS, EXPIRING JULY 31, 2024

WHEREAS, in July of 2014, Out-Of-Order Resolution # 2014/07/01, Hawkins County granted a five (5) year lease for Hangers 2, 3, 4, & 5 at the Hawkins County Airport. Said lease amount was Twenty Thousand Dollars (\$20,000) and was leased to the following:

Hanger No. 2 - Dr. Happy Smith,
Hanger No. 4 - James H. Summers

Hanger No. 3 - Jeff Jackson
Hanger No. 5 - Bob Huddleston

WHEREAS, on May 25, 2018 the Airport Committee voted to extend the afore-mentioned lease that will expire on July 31, 2019, for another five (5) years. The rate of the new lease will be Twenty Four Thousand (\$24,000), with the proceeds deposited to the General Fund and more directly designated for the Airport budget as per FAA Statement of Assurance clause in all grant language pertaining to the airport.

THEREFORE, BE IT RESOLVED THAT the attached Five (5) year lease agreement be approved for Hanger No. 2, 3, 4, & 5 to Dr. Happy Smith, Jeff Jackson, James H. Summers, and Bob Huddleston for a lump sum of \$24,000, with lease expiring July 31, 2024.

Introduced By Esq. Stacy Vaughan, Chrmn. Airport Comm

Seconded By Esq. _____

Date Submitted July 9, 2018

County Clerk Dancy A Davis

By: Cynthia Rutledge

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day _____, 2018 by and between HAWKINS COUNTY, TENNESSEE, hereinafter referred to as LESSOR and JAMES H. SUMMERS, JEFF G. JACKSON, BOB HUDDLESTON and DR. HAPPY SMITH, hereinafter referred to as LESSEES.

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

- Aviation Hangar No. 2 (Smith)
- Aviation Hangar No. 3 (Jackson)
- Aviation Hangar No. 4 (Summers)
- Aviation Hangar No. 5 (Huddleston)

These hangars are connected under one roof, formerly known as the Elam Hangar, and located on the east side of the Hawkins County Airport property.

The premises to be leased are the present actual location of the above described Hangars No. 2, 3, 4, and 5 (formerly known as the Elam Hangar), and fifty (50) feet on the north and south sides extending parallel therefrom, and subject to the use of the fifty (50) feet on the north side by Hangar No. 1 (formerly the Crockett/Waldo Hangar) by owners or their invitees, heirs or assigns if necessary in order to reach this hangar. There is a common area located on the east side of said Hangars No. 2, 3, 4, and 5 and on the west side of said Hangars No. 2, 3, 4, and 5 which is subject to the use of Hangar #1, their invitees, heirs or assigns. Airplanes, automobiles or any other motor vehicles may be parked in the common area but cannot block this area so as to prevent passage through same or be a nuisance to the detriment of other hangar owners or occupants. A drawing of the aforesaid is further attached as "Exhibit B".

Said premises are currently leased to Lessees for the purpose of housing their private airplanes for a period of five (5) years, beginning on August 1, 2014 and extending through July 31, 2019. The Lessor is in agreement to extend the current lease for an additional five (5) years through July 31, 2024.

Consideration of the above described lease shall be as follows:

RENT: Lessees shall pay unto the lessor the lump sum of Twenty-Four Thousand Dollars (\$24,000) to be paid at the time the lease agreement is signed. The proceeds from this lease shall be deposited to the General Fund and directly designated for the Airport's budget to be in compliance with FAA regulations and Airport Sponsors Grant Assurances. Lessees will pay any and all utilities including all costs of installation.

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

MAINTENANCE: Lessees shall be responsible for all maintenance during the term of this lease agreement with the exception of insurance related damage. Any structural maintenance will be performed by a licensed contractor that is approved by the County Mayor's office, according to code, and at the expense of the Lessees.

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

CONDITION OF THE PREMISES: Lessees acknowledge that

- they have examined the leased premises and acknowledge that there is structural damage to the hangar,
- they agree to bring the damaged structure back to a safe and satisfactory condition at their expense,
- they will maintain the up-keep of the building inside and outside (with the exception of insurance related damage) as well as the grounds at their expense,
- they agree to make no alterations or additions to the said hangars without the written consent of the Lessor,
- they agree to stay in compliance with the Hawkins County Airport's minimum standards,
- as owner of the said hangar, the Lessor will provide liability insurance on the building. As a material part of the consideration to be rendered to Lessor under the lease, Lessees do assume all risks of damage to all of their personal property located in and upon the leased space unless damage is caused by the act, neglect, fault or omission of Lessor, its agents or employees.
- Lessees shall carry general liability insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000).

- Lessees shall provide certificates of insurance coverage and shall maintain the same in full force and effect at their cost and expense at all times during the term of the lease, insuring both the Lessees and Lessor against liability for injury to persons and damage to property occurring in or adjacent to the Lessees space. Certificate of insurance coverage shall name Lessor as an additional insured.
- Lessees shall meet all Federal, State and local laws, rules, regulations and requirements at all times.

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

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

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

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

IN WHITNESS WHEREOF, the parties have hereunto set their hands on this the

_____ day of _____, 2018.

LESSOR:

HAWKINS COUNTY, TENNESSEE

By: _____
Melville Bailey,
Hawkins County Mayor

LESSEES:

James H. Summers

Jeff G. Jackson

Bob Huddleston

Dr. Happy Smith

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

WITNESS my hand an official seal at office in Hawkins County, Tennessee this the _____ day of _____, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ Day of _____, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ Day of _____, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ Day of _____, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE:

COUNTY OF HAWKINS:

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

WITNESS my hand and official seal at office in Hawkins County, Tennessee, this the _____ Day of _____, 2018.

My Commission Expires:

NOTARY PUBLIC

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
Resolution No. 2018/07/04
AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

NOTARY PUBLIC APPROVAL DURING THE JULY 23, 2018 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS
1. BRENDA J. ALLEN	108 GOAN CIRCLE ROGERSVILLE, TN. 37857	SELF - RETIRED ROGERSVILLE, TN. 37857
2. FRANCIS WILLIAM BESSETTE	258 EVERHART RD. ROGERSVILLE, TN. 37857	SELF - RETIRED ROGERSVILLE, TN. 37857
3. EMILY BRAUHAM	415 WEBSTER VALLEY RD. ROGERSVILLE, TN. 37857	(FCB) FIRST COMMUNITY BANK ROGERSVILLE, TN. 37857
4. JESSIE D. CARNEY	125 BEAL ST. ROGERSVILLE, TN. 37857	CHRISTIAN-SELLS FUNERAL HOME ROGERSVILLE, TN. 37857
5. CHRIS E. CHRISTIAN	116 SPINDLETOP DR. ROGERSVILLE, TN. 37857	CHRISTIAN-SELLS FUNERAL HOME ROGERSVILLE, TN. 37857
6. STEVEN R. CLARK	554 OLD HICKORY DR. MT. CARMEL, TN. 37645	CREDIT ACCEPTANCE CORPORATION MT. CARMEL, TN. 37645
7. LESLIE SIMMONS CRUMLEY	119 PEAVLER RD. ROGERSVILLE, TN. 37857	FIRST TENNESSEE BANK ROGERSVILLE, TN. 37857
8. COURTNEY GOSS	209 PARK AVE. CHURCH HILL, TN. 37642	CASH EXPRESS, LLC. MT. CARMEL, TN. 37645
9. JESSICA D. HENSLEY	111 OLD HWY. 66 ROGERSVILLE, TN. 37857	HAWKINS COUNTY TRUSTEE ROGERSVILLE, TN. 37857
10. STACY L. HICKMAN	110 PILOT CIRCLE ROGERSVILLE, TN. 37857	TABCO INC. SURGOINSVILLE, TN. 37873
11. KATHRYN JOHNSON	160 HOLSTON TERRACE DR. ROGERSVILLE, TN. 37857	SELF ROGERSVILLE, TN. 37857
12. JESSICA L. MORGAN	259 OLD STAGE RD. ROGERSVILLE, TN. 37857	CHRISTIAN-SELLS FUNERAL HOME ROGERSVILLE, TN. 37857
13. BRENT D. MULLINS	417 EVERGREEN ST. CHURCH HILL, TN. 37642	HOMETRUST BANK KINGSPORT, TN. 37660
14. DIANA PHIPPS	413 W. MAIN BLVD. CHURCH HILL, TN. 37642	LEGAL WRITERS, INC. ABINGDON, VA. 24210
15. JAMES P. SELLS	210 DOBSON DR. ROGERSVILLE, TN. 37857	CHRISTIAN-SELLS FUNERAL HOME ROGERSVILLE, TN. 37857
16. MICHAEL D. STICE	1072 WELLINGTON BLVD. KINGSPORT, TN. 37660	HOLMES & STICE PLC KINGSPORT, TN. 37664
17. ANNASTASIA R. WEBB	245 WEBB RD. ROGERSVILLE, TN. 37857	HAWKINS COUNTY SHERIFF'S OFFICE ROGERSVILLE, TN. 37857
18. CHERI A. WHITE	390 RIVER RD. CHURCH HILL, TN. 37642	EASTMAN CREDIT UNION KINGSPORT, TN. 37662

(Seal)

 Clerk of the County of Hawkins, Tennessee

Date