

RESOLUTION

No. 2020 1 09 101

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2020.

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

Whereas, the office of Chairman Pro-Tempore of the Hawkins County Commission is due to be filled; and

Whereas, Commissioner Jeff Barrett has the qualifications to carry out the duties of this office.

Now therefore be it resolved, that Jeff Barrett be appointed as Chair Pro-Tempore of the Hawkins County Commission beginning September 28, 2020.

Introduced By Esq. Raymond Jessee

Seconded By Esq. _____

Date Submitted 08-31-2020
Nancy S. Lewis
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2020 / 09 / 02

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2020.

RESOLUTION IN REF: RE-APPOINTMENT OF RICK BREWER AS CHAIRMAN OF COUNTY COMMISSION

Whereas, the Chairman of the Hawkins County Commission is now due for appointment; and

Whereas, Rick Brewer, County Commissioner from the Seventh (7) district is qualified and has Previous experience as Chairman of the Hawkins County Board of Commissioners, and has previous Experience as Mayor of Bean Station.

Now, therefore be it resolved, that Rick Brewer, Hawkins County Commissioner, be re-appointed as Chairman of the Hawkins County Commission with the term being from September 28, 2020 until The fourth (4) Monday in September 2021.

Introduced By Esq. Jeff Barrett

Seconded By Esq. _____

Date Submitted 09-01-2020 _____

Nancy L. Davis
County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2020 / 09 / 03

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2020.

RESOLUTION IN REFERENCE: APPROVAL OF ONE-TIME HAZARD PAY DUE TO COVID-19, FOR ALL EMPLOYEES OF THE HAWKINS COUNTY GENERAL FUND, SOLID WASTE AND HIGHWAY DEPARTMENT

Whereas, many Hawkins County Offices have been directly affected by the Covid-19/Corona Virus. Some offices have had as many as 25% of their staff test positive and others offices have had to require all employees to be tested for their safety as well as the safety of the citizens they serve. Numerous employees have been required to quarantine awaiting test results while possibly exposing their families, and

Whereas, there is a need to treat all Hawkins County General Fund, Solid Waste & Highway Department employees equally and recognize their risk in day to day interactions with the citizens of this county. Recognizing that every employee working with the general public can be exposed at any time even though they have taken extra precautions to limit exposure to this virus, and

Whereas, at the August 24, 2020 Commission meeting, Resolution 2020-08-12 was amended and passed to include a one-time hazard pay of \$1000 for all full time employees of the Hawkins County Sheriff's Department and a one-time hazard pay of \$500 for all part time employees of the Hawkins County Sheriff's Department to be paid from the Governor's Local Government Support Grant.

Therefore, be it resolved that employees of Hawkins County General Fund, Solid Waste and Highway Department that were employed during the dates of March 1, 2020 thru July 31, 2020 receive a one-time hazard pay bonus. All full-time employees will receive \$1000 and all part time employees will receive a \$500 hazard pay bonus to be paid in addition to their regular pay. The funding will come from the Governor's Local Government Support Grant with any additional funding needed to come from the undesignated fund balance. This hazard pay bonus has already been approved for the Hawkins County Sheriff's Department and will not be included again in this resolution.

Introduced By Esq. Tom Kern

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 09-08-2020

Voice Vote _____

Nancy D. Lewis County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

MOTION TO AMEND

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS
COUNTY BOARD OF COMMISSIONERS IN Regular SESSION MET
THIS 24th DAY OF August 2020.

RESOLUTION IN RE: 2020/08/12

BE IT RESOLVED THAT CAME Hannah Speaks AND MADE A
MOTION TO AMEND RESOLUTION TO include a one-time
Stimulus hazard pay to the
full-time employees of the
Sheriff's Dept of \$1,000.00 from
the Governor's Support Grant
and \$500.00 to part-time
employees of the Sheriff's Dept.

WHICH RESOLUTION # 2020/08/12 WAS DULY SECONDED BY
Glenda Davis AND ON CALL A VOTE WAS TAKEN AND IT WAS VOTED
20 TO 1 THAT AMENDED RESOLUTION # 2020/08/12 BE AMENDED
ON THIS 24th DAY OF August 2020.

Nancy A. Davis CR
COUNTY CLERK

MOTION MADE BY: Hannah Speaks
MOTION SECONDED BY: Glenda Davis

Date:

COUNTY COMMISSION ROLL CALL VOTE

2020/08/12

Resolution: 2020/08/12 - Amendment

Motion		
1st	Hannah Speaks	Passed
2nd	Glenda Davis	

COMMITTEE MEMBERS

	Name	Yes	No	Abstain	Other
1	Thacker		✓		
2	Clonce	✓			
3	Kern	✓			
4	Jessee	✓			
5	Speaks	✓			
6	DeWitte	✓			
7	Herrell	✓			
8	Fields	✓			
9	Barrett	✓			
10	Barker	✓			
11	Housewright	✓			
12	Edens	✓			
13	Davis	✓			
14	Vaughan-Trent	✓			
15	Metz	✓			
16	Bridwell	✓			
17	Gibson	✓			
18	Goins	✓			
19	Talley	✓			
20	Brewer	✓			
21	Alvis	✓			

Passed

20

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RESOLUTION

No. 2020 / 09 / 04

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2020.

**RESOLUTION IN REFERENCE: AMENDMENT TO RESOLUTION 2014-02-01
ESTABLISHING AN AUDIT COMMITTEE FOR
HAWKINS COUNTY**

WHEREAS, the Hawkins County Board of Commissioners established an Audit Committee by Resolution 2014-02-01 on February, 24, 2014 and,

WHEREAS, Resolution 2014-02-01 was approved by the Comptroller of the Treasury before being presented to the legislative body, per letter dated January 13, 2014, copy attached, and

WHEREAS, an Amendment to Resolution 2014-02-01 has been presented to the Comptroller of the Treasury and that office will not take exception to that action, per attached email from Jim Arnette, Director, Comptroller of the Treasury's Office dated August 8, 2019.

THEREFORE, Resolution 2014-02-01 is hereby Amended to include Section 5 (A) (1) which states:

"T.C.A. 5-9-109 Requires non-profits receiving contributions from the County to submit and file annual financial reports with the County Clerk. The Audit Committee shall have access to and review all supporting documents which may be needed to verify said annual financial reports from any non-profit organization that desires or receives financial assistance from the county legislative body. Such review shall be performed prior to the beginning of the yearly County Commission Budget hearings and the results of such review reported to the Budget Committee."

THEREFORE BE IT RESOLVED, that this Amendment to Resolution 2014-02, be approved and the Mayor's Office will forward a copy of this to the Comptroller of the Treasury's Office.

- **SEE ATTACHED RESOLUTION 2014-02-01**
- **LETTER DATED JANUARY 13, 2014**
- **LETTER DATED AUGUST 01, 2019**
- **EMAIL CORRESPONDENCE DATED AUGUST 08, 2019**

Introduced By Esq. Jeff Barrett

Seconded By Esq. _____

Date Submitted 09-09-2020

Nancy H. Claus
County Clerk

By: _____

Chairman _____

Mayor _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2019 / 08 / 09

To the HONORABLE MICHAEL J. HARRELL, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of August, 2019.

**RESOLUTION IN REFERENCE: AMENDMENT TO RESOLUTION 2014-02-01
ESTABLISHING AN AUDIT COMMITTEE
FOR HAWKINS COUNTY**

Whereas, the Hawkins County Board of Commission established an Audit Committee by Resolution 2014-02-01 on February 24, 2014, and

Whereas, Resolution 2014-02-01 was approved by the Comptroller of the Treasury before being presented to the legislative body, per letter dated January 13, 2014, copy attached, and

Whereas, an Amendment to Resolution 2014-02-01 has been presented to the Comptroller of the Treasury and that office will not take exception to that action, per attached email from Jim Arnette, Director, Comptroller of the Treasury's Office dated August 8, 2019.

Therefore, Resolution 2014-02-01 is hereby Amended to include Section 5 (A) (1) which states:

"T. C. A. 5-9-109 Requires non-profits receiving contributions from the County to submit and file annual financial reports with the County Clerk. The Audit Committee shall have access to and review all supporting documents which may be needed to verify said annual financial reports from any non-profit organization that desires or receives financial assistance from the county legislative body. Such review shall be performed prior to the beginning of the yearly County Commission Budget hearings and the results of such review reported to the Budget Committee."

Therefore, Be It Resolved that this Amendment to Resolution 2014-02-01, be approved and the County Mayor's Office will forward a copy of this to the Comptroller of the Treasury's Office.

**SEE ATTACHED RESOLUTION 2014-02-01, LETTER DATED JANUARY 13, 2014,
LETTER DATED AUGUST 01, 2019, AND EMAIL CORRESPONDENCE DATED
AUGUST 08, 2019**

Introduced By Esq. Jeff Barrett

Seconded By Esq. Michael Herrell

Date Submitted 8-12-19

Nancy L. Ours
COUNTY CLERK

By: _____

Chairman Mark J. Herrell

[Signature]

ACTION:	AYE	<u>Aye</u>	<u>Nay</u>
		NAY	PASSED
ROLL CALL	<u>2</u>	<u>18</u>	_____
VOICE VOTE	_____	_____	_____
ABSENT	<u>1</u>	_____	_____

Committee Action Failed

RESOLUTION

No. 2014/ 02 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of February, 2014.

RESOLUTION IN REF: ESTABLISHING AN AUDIT COMMITTEE FOR HAWKINS COUNTY

Whereas, as a component of the Three Star matrix for 2014, each county participating, must establish an Audit Committee. Tennessee Code Annotated 9-3-405 provides the guidelines for establishing a committee and a sample resolution has been provided to the counties by the Comptroller's Office for adapting to their county. The deadline for establishing the committee is February 28, 2014;

Whereas, the Comptroller of The Treasury must approve the county's resolution before being presented to the legislative body. Please find attached the approval letter.

Therefore, Be It Resolved that approval of the attached resolution Establishing An Audit Committee be approved and the County Mayor's office will forward to the Comptroller of the Treasury's office.

SEE ATTACHED RESOLUTION

Introduced By Esq. Gary Hicks

Seconded By Esq. _____

Date Submitted 2/10/14

A. Canell Jenkins
County Clerk

By: _____

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

**RESOLUTION TO ESTABLISH AN AUDIT COMMITTEE
FOR HAWKINS COUNTY**

WHEREAS, *Tennessee Code Annotated* (T.C.A.) Section 9-3-405, encourages county governments to establish an independent Audit Committee, and provides that the Tennessee Comptroller of the Treasury (Comptroller) may require an Audit Committee in counties that (1) are in noncompliance with the accounting and financial reporting standards required by the Governmental Accounting Standards Board or (2) have recurring findings from the annual audit for three or more consecutive years that are determined by the Comptroller's office to be a material weakness in internal control or material noncompliance with government auditing standards; and

WHEREAS, the Comptroller and the Government Finance Officers Association of the United States and Canada recommends that all county governments establish an Audit Committee as a best practice and to assist the County Commission in the oversight of the public funds and financial reporting process; and

WHEREAS, the Hawkins County Commission realizes the need, especially in today's current environment of fewer available resources, for increased transparency and accountability of public funds, and that the County Commission is ultimately responsible for ensuring that management is meeting its internal control and financial reporting responsibilities; and

WHEREAS, the County Commission finds it to be in the best interests of Hawkins County to establish an Audit Committee;

NOW THEREFORE BE IT RESOLVED by the County Commission of Hawkins County, meeting this 27 day of January, 2014, that:

SECTION 1. Pursuant to the provisions of T.C.A. § 9-3-405, the County Commission of Hawkins County does hereby establish an Audit Committee to provide independent review and oversight of the county's financial reporting processes and the county's internal controls, a review of the external auditor's report and follow up on management's corrective action, and compliance with laws, regulations, and ethics.

SECTION 2. The Audit Committee will consist of five (5) members to be comprised of three (3) County Commissioners from the Budget committee, and two (2) citizens of Hawkins County. To insure the committee's independence and effectiveness, no Audit Committee member will be an elected official (with the exception of elected county commissioners), employee, spouse of an official/employee, or person that commingles assets with an official/employee of Hawkins County. The members of the Audit Committee shall be appointed by the County Commission to staggered two (2) year terms. To establish staggered terms, the initial members of the committee shall be appointed so that the county commissioners serve two (2) year terms and the citizens will serve a one (1) year term. Thereafter all members shall be appointed to serve two (2) year terms.

SECTION 3. Meetings of the Audit Committee shall be held in accordance with the provisions of T.C.A. § 9-3-405. Meetings shall be subject to the open meetings provisions of T.C.A. Title 8, Chapter 44, except that upon a majority vote of those members in attendance for the public portion of a meeting, the Audit Committee may hold confidential, nonpublic executive sessions to discuss the following items as authorized in T.C.A. § 9-3-405:

- (1) Items deemed not subject to public inspection under T.C.A. §§ 10-7-503 and 10-7-504, and all other matters designated as confidential or privileged;
- (2) Current or pending litigation and pending legal controversies;
- (3) Pending or ongoing audits or audit related investigations;
- (4) Information protected by federal law; and
- (5) Matters involving the reporting of illegal, improper, wasteful, or fraudulent activity under T.C.A. § 9-3-406, where the informant has requested anonymity.

The Audit Committee will follow Roberts Rules of Order. Each year at its first meeting, the committee will elect a chairman, vice-chairman, and secretary. Meeting agendas will be prepared by the chairman and provided in advance to members along with appropriate briefing materials. Minutes of the Audit Committee meetings will be filed in the Office of the County Mayor and County Clerk.

SECTION 4. The committee shall have access to the services of a financial expert, either through a committee member or an outside party engaged by the committee for this purpose. Such financial expert should, through both education and experience, and in a manner specifically relevant to the county government sector, possess (1) an understanding of generally accepted accounting principles and financial statements; (2) experience in preparing or auditing financial statements of comparable entities; (3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; (4) experience with internal accounting controls; and (5) an understanding of Audit Committee functions.

SECTION 5. The duties and responsibilities of the Audit Committee are:

(a) To carefully review, upon completion of the county's annual audit, all audit findings in audit report and consult with the external auditors regarding any irregularities and deficiencies disclosed in the annual audit. The Audit Committee is empowered to meet with management to discuss audit findings and/or disagreements with the external auditors. The committee should satisfy itself that appropriate and timely corrective action has been taken by management to remedy any identified weaknesses. The committee should determine what corrective action, if any, should be recommended to the County Commission.

(b) To consider the effectiveness of the internal control system, including information technology security and control, review the effectiveness of the system for monitoring compliance with laws and regulations, and review the process for communicating the county's ethics policies to county personnel and monitoring compliance therewith.

(c) To establish a process by which employees, taxpayers, or other citizens may confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions of T.C.A. § 9-3-406.

(d) To annually present a written committee report detailing how it discharged its duties and any committee recommendations to the full County Commission.

SECTION 6. The Audit Committee will be adequately funded to carry out the duties and responsibilities as set out in this Resolution and under applicable law.

SECTION 7. This resolution creating the duties and responsibilities of the Audit Committee has been submitted to the Comptroller prior to approval by this legislative body, and this resolution conforms with the report issued by the Comptroller.

Adopted this ____ day of _____, 20 ____.

APPROVED:

County Mayor

ATTEST

County Clerk

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STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
DEPARTMENT OF AUDIT
DIVISION OF LOCAL GOVERNMENT AUDIT
SUITE 1500
JAMES K. POLK STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7841

January 13, 2014

The Honorable Melville Bailey
Hawkins County Mayor
150 East Washington Street, Suite 2
Rogersville, Tennessee 37857

Dear Mayor Bailey:

We have reviewed the draft audit committee resolution that has been presented to our office. The resolution closely adheres to the template resolution created by our office and the County Technical Assistance Service. Therefore, the Hawkins County resolution includes the essential components of an audit committee. The resolution adequately defines the responsibilities and duties of the audit committee regarding the review of county financial statements and reports; internal controls; compliance with various laws and regulations; and ethics.

Do not hesitate to contact our office if you have any questions regarding the audit committee. Please send us a signed copy of the resolution once it is adopted by the county commission.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Arnette, Jr.", written in a cursive style.

James R. Arnette, Jr.
Director

cc: Bryan Burklin, Audit Manager

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August 1, 2019

State of Tennessee

Comptroller of the Treasury

Attention : Jim Arnette

Mr. Arnette,

My name is Jeff Barrett and I am a County Commissioner from Hawkins County, Tennessee. I would like to bring before my County Commission a proposed amendment to our resolution that established an Audit Committee for Hawkins County on February 24th, 2014.

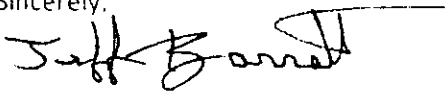
I would like to add the following paragraph designated as Section 5(a)(1) to our resolution number 2014-02-01.

" T.C.A. 5-9-109 requires non-profits receiving contributions from the County to submit and file annual financial reports with the County Clerk. The Audit Committee shall have access to and review all supporting documents which may be needed to verify said annual financial reports from any non-profit organization that desires or receives financial assistance from the county legislative body. Such review shall be performed prior to the beginning of the yearly County Commission Budget hearings and the results of such review reported to the budget committee."

Pending approval from the Comptroller of the Treasury of the proposed amendment and addition of section 5(a)(1) as stated above, to resolution no. 2014-02-01, I would introduce it at the next County Commission meeting.

Would you please review the enclosed documents and let me know if your office will approve of the amendment.

Sincerely,



Jeff Barrett, Hawkins County Commissioner

111 Parkview Street

Church Hill, Tennessee 37642

Phone # 423-754-3710

bennyjbarrett@gmail.com

B. Jeff Barrett

From: Jim Arnette <Jim.Arnette@cot.tn.gov>
Sent: Thursday, August 08, 2019 9:59 AM
To: B. Jeff Barrett
Cc: bennyjbarrett@gmail.com; Bryan Burklin; Mark Treece
Subject: RE: Scan from P1212 - Warehouse---PROPOSED AMENDMENT TO AUDIT COMMITTEE RESOLUTION
Attachments: Scan 001.pdf

Mr. Barrett,

Our office has reviewed the proposed amendment to the Hawkins County audit committee resolution. We believe the focus of the audit committee should be on the results of the county's annual financial audit, ensuring that officials have implemented corrective action plans to remedy any identified weaknesses, and confirming the county has an effective system of internal controls. The verification of annual financial reports submitted to the county by non-profits is not typically a function of a county audit committee. It would appear that the Budget Committee should be responsible for ensuring that financial reports or audit reports from non-profits are filed and meet the Budget Committee's satisfaction.

With that said, if the Hawkins County Commission votes to approve the amendment to the audit committee resolution, our office will not take exception to that action. We would request a signed copy of the amended resolution be sent to our office.

Thank you for bringing this matter to our attention.

Sincerely,

Jim Arnette
Director
Comptroller of the Treasury
Division of Local Government Audit
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243
Office: 615.401.7841
Fax: 615.741.6216
E-mail: Jim.Arnette@cot.tn.gov



-----Original Message-----

From: B. Jeff Barrett <jbarrett@hcgas.com>

RESOLUTION

No. 2020 / 09 / 105

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September, 2020.

RESOLUTION IN REF: APPROVAL FOR CHAIRMAN OF COUNTY COMMISSION TO APPOINT COMMITTEES OF COUNTY COMMISSION

WHEREAS TCA 103 allows the county mayor to either serve as chairman of county commission or opt to not serve; and

WHEREAS, in September of 2018, County Mayor Jim Lee, opted to not serve as chairman of county commission and Resolution 2018/09/01 was approved electing Michael Herrell as chairman. The resolution passed with an amendment which gave the county mayor the authority to select members for committees of county commissioners; and

WHEREAS the Rules of Order states that the Chairman of County Commission will appoint the committees of county commission.

THEREFORE, BE IT RESOLVED that Resolution 2018/09/01 be rescinded and approval be given for the chairman of county commission appoint committees of county commission as stated in the Rules of Order.

Introduced By Esq. Michael Herrell ACTION: AYE NAY PASSED

Seconded By Esq. Roll Call _____

Date Submitted 09-09-2020 Voice Vote _____

Nancy Davis Absent _____
County Clerk

By: _____ Committee Action _____

Chairman _____

Mayor _____ Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2020 / 09 / 106

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2020.

RESOLUTION IN REFERENCE: TO REQUIRE TWO (2) SIGNATURES OF APPROVAL ON ALL CHECKS WRITTEN BY NON-PROFIT ORGANIZATIONS RECEIVING COUNTY CONTRIBUTIONS

WHEREAS, Many Non-Profit Organizations receive Contributions from Hawkins County on a yearly basis, and

WHEREAS, Hawkins County Board of Commissioners desire that such Contributions be used for the benefit of the Citizens of Hawkins County and in an effort to maintain accountability and transparency of such Contribution Funds and how they are spent and for what purpose, The Hawkins County Board of Commissioners shall go on record as to require Two (2) Signatures of approval on all checks written by Not-for-Profit Organizations that receive Funds from Hawkins County via way of County Contributions.

FUTHERMORE, The Hawkins County Board of Commissioners directs that such Notification be sent out to all Not-for-Profit Organizations by the Hawkins County Mayor via certified mail and such requirement as stated above goes into effect immediately up receipt of said notification. In the event that such Certified mail is not received by a Not-for-Profit Organization, then delivery and notification shall be attempted to be made by the Hawkins County Sheriff's Department.

Introduced By Esq. Jeff Barrett

ACTION: AYE NAY PASSEB

Seconded By Esq. _____

Roll Call _____

Date Submitted 09-14-2020

Voice Vote _____

County Clerk

Nancy A. Lewis

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR'S ACTION: Approved _____ Veto _____

RESOLUTION

No. 2020 / 09 / 07

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September, 2020.

RESOLUTION IN REF: APPROVAL TO UPGRADE AND RE-NEW THE LEASE FOR A POSTAGE METER AND SCALES FROM PITNEY BOWES FOR THE HEALTH DEPARTMENT AT CHURCH HILL

WHEREAS, the Pitney Bowes postage meter, machine and scales lease at the Church Hill Health Department has expired and needs to be renewed; and

WHEREAS, the machine suitable for this office, the months and cost of the lease agreement is as follows:

- Send Pro C200 Series
60 months
\$56.91 per month (including maintenance & software updates)
5 lb. electronic scale

THEREFORE, BE IT RESOLVED THAT approval be given for the afore-mention postage meter and scale to be leased from Pitney Bowes for the Church Hill Health Department.

Introduced By Esq. Keith Gibson , V-Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 09-14-2020

County Clerk Nancy J. Cauds

By: _____

Chairman _____

Mayor _____

Jim Lee, Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

RESOLUTION

No. 2020 / 09 / 08

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September 2016.

RESOLUTION IN REF: APPROVAL OF STATUTORY BONDS FOR ASSESSOR OF PROPERTY BEGINNING SEPTEMBER 1, 2020 AND ENDING AUGUST 31, 2024

WHEREAS, the State of Tennessee requires that certain County public officials hold Official Statutory Bonds in accordance with the provisions of Title 8, Chapter 19, Tennessee Code Annotated, and

WHEREAS, the statutory bond for the Assessor of Property of Hawkins County, in the amount of Fifty Thousand Dollars (\$50,000), is required to be approved by County Commission and duly signed and recorded by the applicable officials before being forwarded to the Hawkins County Clerk's Office, and

WHEREAS, attached is a copy of said bond.

NOW, THEREFORE, BE IT RESOLVED THAT the statutory bond for the Assessor of Property of Hawkins County, in the amount of Fifty Thousand Dollars (\$50,000), be approved by the Hawkins County Board of Commissioners as required by Tennessee Code Annotated

Introduced By Esq. Keith Gibson
Seconded By Esq. _____
Date Submitted 09-14-2020
[Signature]
County Clerk
By: _____
Chairman _____

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



SURETY'S BOND NO. LSM0400849

STATE OF TENNESSEE
COUNTY OF Hawkins
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Assessor of Property

KNOW ALL MEN BY THESE PRESENTS:

That Jeff Thacker of Church Hill (City or Town),
County of Hawkins Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of Fifty Thousand and 00/100 Dollars
(\$50,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Assessor of Property
of and for Hawkins
County for the 4 year term beginning on the 1st day of September, 2020, and ending on the 31st day of
August, 2024.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Jeff Thacker, Principal, shall:
1. Faithfully perform the duties of the office of Assessor of Property
of Hawkins County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands
during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in
such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the
successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain
in full force and effect.

WITNESS our hands and seals this 1st day of September, 2020.

WITNESS-ATTEST:

PRINCIPAL: Jeff Thacker

SURETY:
RLI Insurance Company

by: _____
Attorney in Fact

COUNTERSIGNED BY:

Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, of the State and County aforesaid, personally appeared Jeff Thacker, to me known (or
proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this _____ day of _____,
My Commission Expires: _____

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this _____ day of _____, _____.
My Commission Expires: _____

Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____ County, on this _____ day of _____, _____ County Executive/Mayor of _____

Signed: _____

County Executive/Mayor

CERTIFICATION:

I, _____ County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, _____, and entered upon the minutes thereof.

Signed: _____

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____

Judge of the _____ Court of and for said
County on this _____ day of _____, _____

**SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS**

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, _____

Signed: _____

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0400849

Know All Men by These Presents:

That RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Michael Trout in the City of Johnson City, State of Tennessee, its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Jeff Thacker
Obligee: TN Comptroller of Treasury Dept of Audit Div County Audit
Type Bond: County Public Official
Bond Amount: \$50,000.00
Effective Date: September 1, 2020

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of September, 2020.



RLI Insurance Company
B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 1st day of September, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 1st day of September, 2020.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



RESOLUTION

2020-09-09

To the HONORABLE Rick Brewer Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 21st day of September, 2020.

RESOLUTION IN REF: APPROVAL OF RENEWAL OF STATUTORY BOND FOR SEVENTH DISTRICT CONSTABLE FOR TERM OF OFFICE BEGINNING SEPTEMBER 1, 2018 AND ENDING AUGUST 31, 2022

WHEREAS, the State of Tennessee requires that certain County public officials hold Official Statutory Bonds in accordance with the provisions of Title 8, Chapter 19, Tennessee Code Annotated, an

WHEREAS, the following bond renewal is required to be approved by County Commission and duly signed and recorded by the applicable officials before being filed in the County Clerk's Office:

Elected August 2, 2018
Constable – District 7, Tony Robinson \$ 8,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 1 year renewal of the statutory bond of the above official be approved by the Hawkins County Board of Commissioners as required by Tennessee Code Annotated. Renewal period is September 1, 2020 until August 31, 2021.

Introduced By Esq. Bob Edens

Seconded By Esq. _____

Date Submitted 09-14-2020

Nancy J. Davis
County Clerk

By: _____

Chairman _____

Mayor _____
Jim Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____



SURETY'S BOND NO. LSM0700702

STATE OF TENNESSEE
COUNTY OF Hawkins
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Tony L Robinson of Bulls Gap (City or Town),
County of Hawkins Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the
full amount of Eight Thousand Dollars And No Cents Dollars
(\$ 8,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Constable
County for the _____ year term beginning on the 1st day of September, 2020, and ending on the 31st day of
August, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Tony L Robinson, Principal, shall:
1. Faithfully perform the duties of the office of Constable
of Hawkins County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's
hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records
required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over
to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to
remain in full force and effect.

WITNESS our hands and seals this 3rd day of June, 2020.

WITNESS-ATTEST:

Christine Lester Christian

PRINCIPAL:

Tony L Robinson

SURETY:
RLI Insurance Company

by: B. W. Davis
Barton W. Davis Attorney In Fact

COUNTERSIGNED BY:

N/A
Tennessee Resident Agent



(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

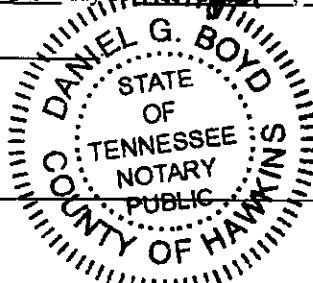
STATE OF Tennessee
COUNTY OF Hawkins

Before me, a Notary Public, of the State and County aforesaid, personally appeared Tony L Robinson, to me known (or

proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 29 day of August, 2020

My Commission Expires: June 29, 2022



[Signature]
Notary Public

(over)

ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barton W. Davis with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 3rd day of June, 2020.

My Commission Expires:
03-24-2024



Catherine D. Glover

Catherine D. Glover

Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____.

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____.

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0700702

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, its regularly elected Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Tony L. Robinson
Obligee: Tn Comptroller Of Treasury Dept Of Audit Div County Audit
Type Bond: County Public Official
Bond Amount: \$ 8,000.00
Effective Date: September 1, 2020

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of June, 2020.



RLI Insurance Company

By Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 3rd day of June, 2020.

RLI Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

RESOLUTION

No. 2020109110

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September, 2020.

RESOLUTION IN REF: ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO.: STP-70(29) STATE PROJECT NO.: 37012-4229-04 COUNTY OF HAWKINS PIN NO.: 128725.00 Near LM 16.8 (Slope Stabilization) February 2019 Flood) Route: SR70

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the County Of Hawkins, Tennessee, concerning Federal Project No.: STP-70(29) State Project No.: 37012-4229-04 County Of Hawkins Pin No.: 128725.00 near LM 16.8 (Slope Stabilization) February 2019 Flood) Route: SR70; and

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

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

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

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

THEREFORE, BE IT RESOLVED, by the Hawkins County Board of Commissioners that this resolution is duly passed and approved this 28th day of September, 2020, and shall take affect from and after its passage.

Introduced By Esq. Charlie Thacker

Seconded By Esq. _____

Date Submitted 09-14-2020

County Clerk Nancy A. Lewis

By: _____

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF HAWKINS, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Hawkins, Tennessee, hereinafter "COUNTY", designated as Federal Project No. STP-70(29), State Project No. 37012-4229-04 , that is described as "near LM 16.8 (Slope Stabilization) (February 2019 Flood) Route: SR-70", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the DEPARTMENT's use thereof.

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

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

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

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

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

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

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

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

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

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

THE COUNTY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

Index Of Sheets
SEE SHEET NO. 1A

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

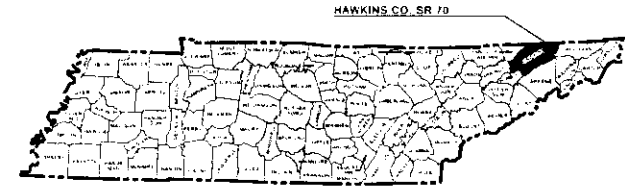
WORK ZONE SIGNIFICANCE DETERMINATION		
SIGNIFICANT	YES	NO X

TENN.	YEAR	SHEET NO.
	2019	1
FED. AID PROJ. NO.	STP-70(29)	
STATE PROJ. NO.	37012-4226-04 (CONST.)	

HAWKINS

SR 70: NEAR LM 16.8 (SLOPE STABILIZATION)
(FEBRUARY 2019 FLOOD)

CONSTRUCTION
PAVE, WALL CONSTRUCTION, AND SLOPE REPAIRS
STATE HIGHWAY NO. 70 F.A.H.S. NO.



NO EXCLUSIONS

37012-4226-04
END PROJECT NO. STP-70(29) CONSTRUCTION
STA. 106+00.00
N 804352.6176 E 2842667.7499

PROJECT OF LIMITED SCOPE

37012-4226-04
BEGIN PROJECT NO. STP-70(29) CONSTRUCTION
STA. 102+00.00
N 804331.7617 E 2843044.0454

SPECIAL NOTES

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

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

TDOT ROAD SP. SV. 2: JAY MORGAN, PE

DESIGNER: REGION 1 PROJECT DEVELOPMENT CHECKED BY: STEPHANIE WALLIS

P.E. NO. 37012-4225-04 (DESIGN)

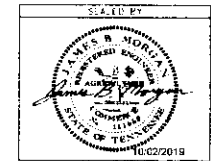
PIN NO. 128725.00



SCALE: 1" = 5280' 0 1 2 3 MILES

R.O.W. LENGTH	00.000 MILES
ROADWAY LENGTH	00.075 MILES
BRIDGE LENGTH	00.000 MILES
BOX BRIDGE LENGTH	00.000 MILES
BOX BRIDGE LENGTH	00.000 MILES ▲
PROJECT LENGTH	00.075 MILES

▲ Not Included in the project length (Non Riding Surface)



APPROVED: *Paul D. Degges*
PAUL D. DEGGES, CHIEF ENGINEER
DATE: _____
APPROVED: *Clay Bright*
CLAY BRIGHT, COMMISSIONER

SURVEY 06-27-19	TRAFFIC DATA
	ADT (2019) 1418
	ADT (2039) 1978
	DHV (2039) 15
	D 65 - 35
	T (ADT) %
	T (DHV) %
	V 45 MPH

COORDINATES ARE NAD 83(1985), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0008 AND TIED TO THE TORN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 128

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
APPROVED: _____ DATE: _____
DIVISION ADMINISTRATOR

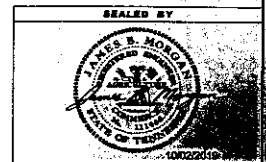
02-OCT-2019 10:31 \\s6010\hna002\jdot\file in\us10\Shared\SURVEY\DESIGN\PROJECTS\Hawkins_Slide_SR70_16_8\001.dgn

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2019	STP-70(29)	3A

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK	PAGE												
1	PORTIA GIBSON AND GAROLYN G. COURTNEY	050	008-00	427	897		44.838	44.838				44.838					
2	NEAL RICHARD BOYD, JR.	037	016-00	246	866		90.673	90.673				90.673					

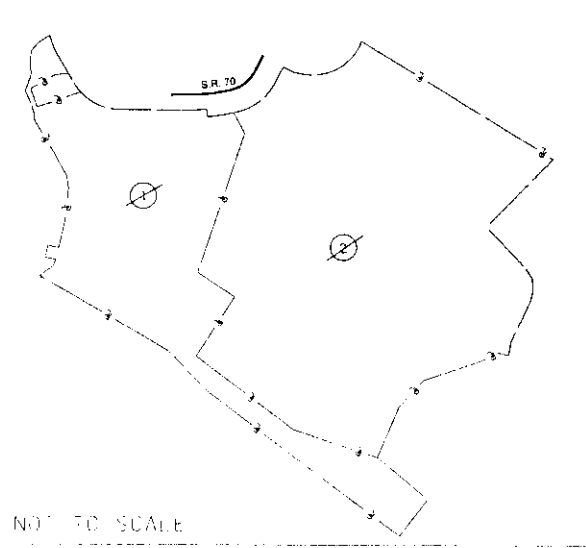
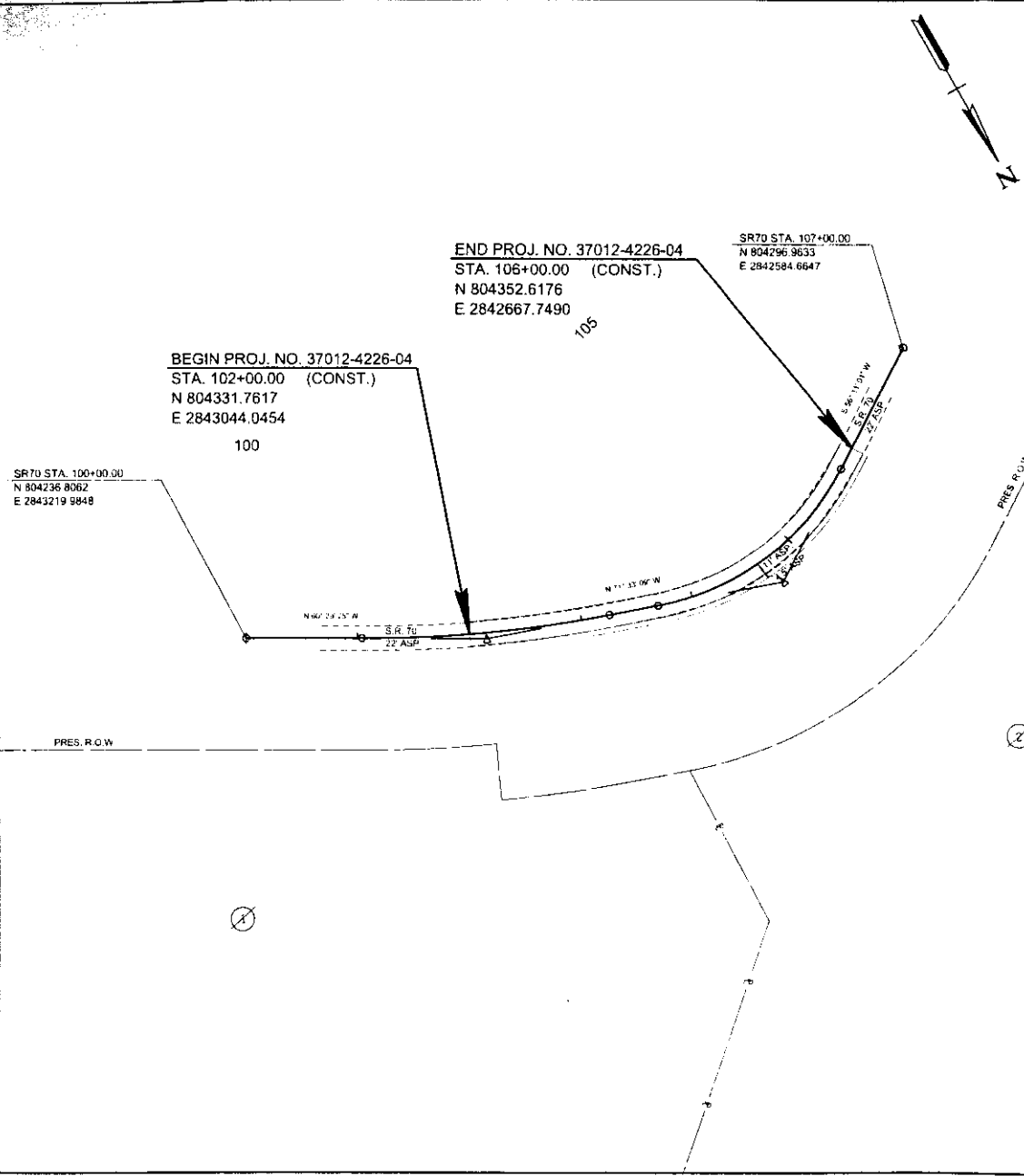
DISTURBED AREA	
IN BETWEEN SLOPE LINES	0.180 (AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	0.118 (AC)
TOTAL DISTURBED AREA	0.298 (AC)



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2019	STP-70(23)	38



02-OCT-2019 16:41 \\hd01\es002\dot.state.in.us\GIS\Shared\SURVEYS\DESIGN\PROJECTS\Hawkins Slope SR-70 1d.R-003B.snt

SEALED BY

10/02/2019

COORDINATES ARE NAD 83(1983) ARE DATUM ADJUSTED BY THE FACTOR OF 1.00008 AND TIED TO THE TBM. ALL ELEVATIONS ARE REFERENCED TO THE NAVD '88 WITH GEOID 12B.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPERTY MAP
STA. 102+00 TO STA. 106+00
SCALE: 1"= 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST	2019	STP-70(29)	4



END PROJ. NO. 37012-4226-04
 STA. 106+00.00 (CONST.)
 N 804352.6176
 E 2842667.7490

BEGIN PROJ. NO. 37012-4226-04
 STA. 102+00.00 (CONST.)
 N 804331.7617
 E 2843044.0454

SR70 STA. 100+00.00
 N 804296.8062
 E 2843219.9848

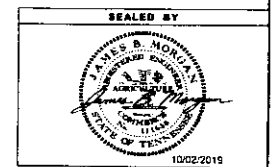
SR70 STA. 107+00.00
 N 804296.9633
 E 2842584.6647

PRES. R.O.W.

NEAL RICHARD BOYD, JR.

PORTIA GIBSON AND CAROLYN G. COURTNEY

NOTE: SLOPE LINES ARE FOR ESTIMATING PURPOSES ONLY. THE ACTUAL SLOPE LINES WILL DEPEND ON WALL TYPE AND THE MEANS AND METHODS OF THE CONTRACTOR.



COORDINATES ARE NAD 83, 1985, ARE DATUM ADJUSTED BY THE FACTOR OF 1.00008 AND TIED TO THE TGN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 128

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 102+00 TO STA. 106+00
 SCALE: 1"= 50'

CURVE 1 SR70
 PI 102+14.85
 N 804,582.0566
 E 2,841,052.9683
 Δ 11° 03' 44" 11"
 D 47° 59' 53"
 H 1,196.00
 L 221.26
 T 110.97

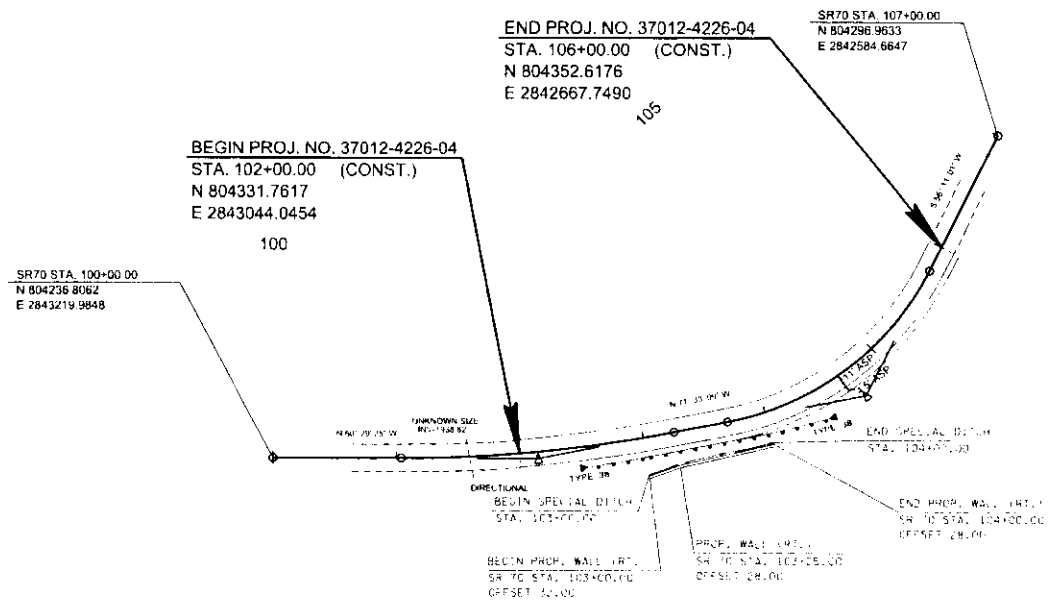
CURVE 2 SR70
 PI 104+85.68
 N 804,427,2864
 E 2,842,779,2144
 Δ 52° 15' 50" 11"
 D 28° 54' 40"
 H 230.00
 L 209.80
 T 112.93

CONTROL POINTS

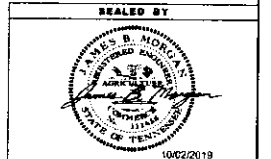
PC NO.	NORTH	EAST	ELEV.	STATION	OFFSET
13	804302.1079	2843114.4510	1946.85	101+06.57	14.70 INT.
13	804330.9503	2842792.0306	1924.41	104+02.33	28.19 INT.
14	804354.6737	2842681.4964	1917.22	105+05.07	26.92 INT.

02-OCT-2019 18:35 \\hp01nas002\l01.stb in:\s03\Share\SURVEILDESIGN\PROJECTS\Hawkins Slide SR-70 16 R1004.dwg

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST.	2019	STP-70(29)	4B



NOTE: SPECIAL DITCH WILL BE DESIGNED BY THE CONTRACTOR AS PART OF THE RETAINING WALL DESIGN.



COORDINATES ARE NAD 83 (1983), ARE DATUM ADJUSTED BY THE FACTOR OF 1.00005 AND TIED TO THE IGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEDD 12B.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT
STA. 102+00 TO STA. 106+00
SCALE: 1"= 50'

02-OCT-2019 18:36 \\ccl01nsd02\del.sta in usd\Shared\SU\DESIGN\PROJECTS\Hewkins Slide SR-70 18-B-00048.spl

RESOLUTION

No. 2020 / 09 / 11

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 28th day of September, 2020.

RESOLUTION IN REF: ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO.: STP-66(54) STATE PROJECT NO.: 37006-4241-04 COUNTY OF HAWKINS PIN NO.: 128645.00 M19R1_C375SR_ER_Slide_Repair_Hawkins_SR66_LM24 Route: SR-66 (Slope Stabilization)

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the County Of Hawkins, Tennessee, concerning Federal Project No.: STP-66(54) State Project No.: 37006-4241-04 County Of Hawkins Pin No.: 128645.00 M19R1_C375SR_ER_Slide_Repair_Hawkins_SR66_LM24 Route: SR-66 (Slope Stabilization)

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

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

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

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

THEREFORE, BE IT RESOLVED, by the Hawkins County Board of Commissioners that this resolution is duly passed and approved this 28th day of September, 2020, and shall take affect from and after its passage.

Introduced By Esq. Charlie Thacker

Seconded By Esq. _____

Date Submitted 09-14-2020

County Clerk Nancy L. Davis

By: _____

Chairman _____

Mayor _____

Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE COUNTY OF HAWKINS, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Hawkins, Tennessee, hereinafter "COUNTY", designated as Federal Project No. STP-66(54), State Project No. 37006-4241-04 , that is described as "M19R1_C37SR_ER_Slide_Repair_Hawkins_SR66_LM24 Route: SR-66 (Slope Stabilization)", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the DEPARTMENT's use thereof.

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

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

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

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

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

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

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

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

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

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

THE COUNTY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	3A
CONST.	2019	STP-66(54)	3A

SR-86 HAWKINS CO.
 37006-4241-04 (R.O.W.)
 37006-4242-04 (CONST.)

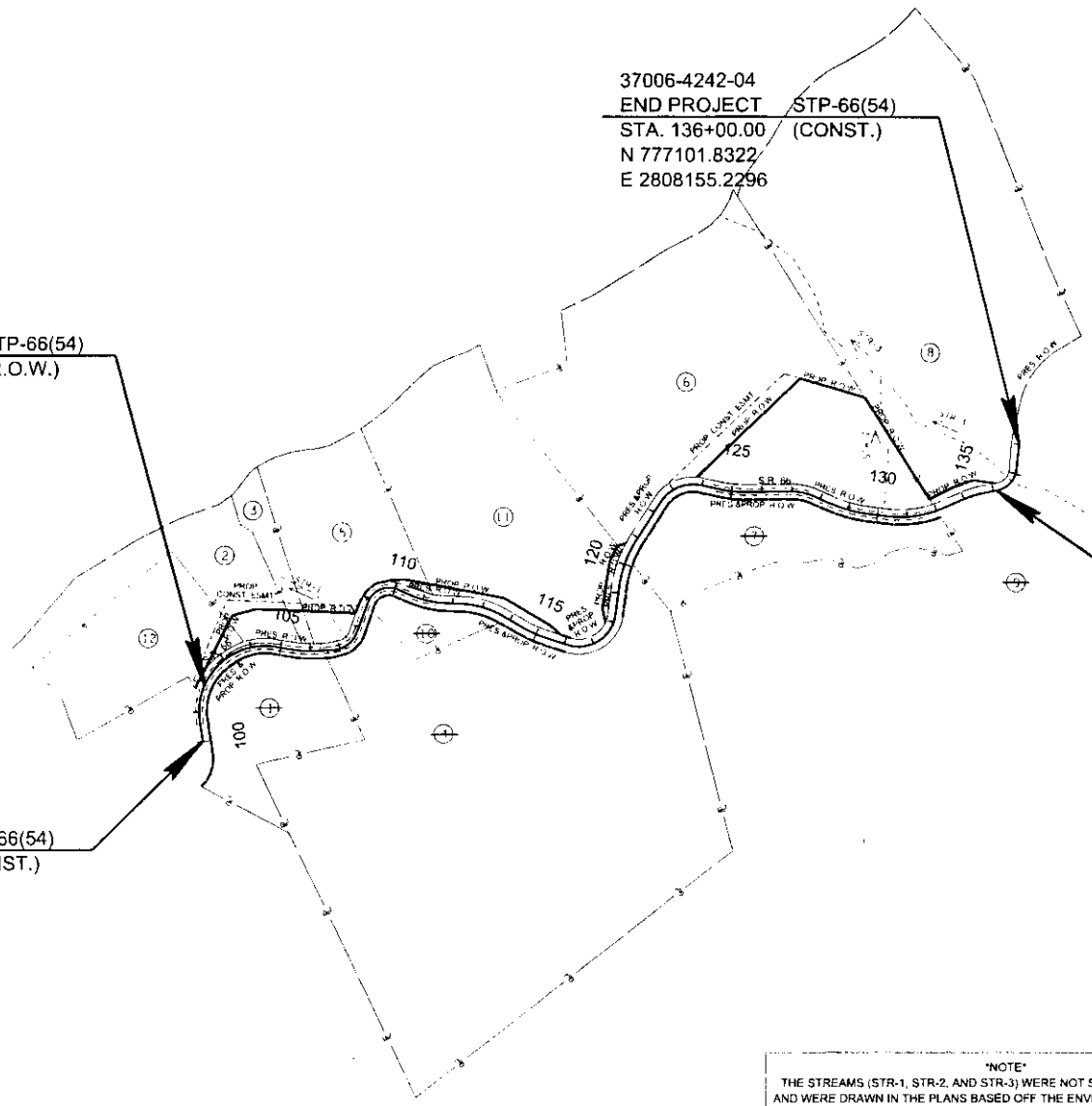


37006-4241-04
 BEGIN PROJECT STP-66(54)
 STA. 101+90.00 (R.O.W.)
 N 777910.7363
 E 2810868.7458

37006-4242-04
 END PROJECT STP-66(54)
 STA. 136+00.00 (CONST.)
 N 777101.8322
 E 2808155.2296

37006-4241-04
 END PROJECT STP-66(54)
 STA. 134+10.00 (R.O.W.)
 N 777257.7063
 E 2808231.0716

37006-4242-04
 BEGIN PROJECT STP-66(54)
 STA. 100+00.00 (CONST.)
 N 778097.4818
 E 2810874.2749



"NOTE"
 THE STREAMS (STR-1, STR-2, AND STR-3) WERE NOT SURVEYED IN THE FIELD AND WERE DRAWN IN THE PLANS BASED OFF THE ENVIRONMENTAL BOUNDARY REPORT AND TDOT ENVIRONMENTAL'S COMMENTS ON WHERE THE STREAMS WERE CURRENTLY LOCATED AFTER THE SLIDE OCCURRED.

R.O.W.
 PLANS

SEALED BY

COORDINATE ARE NAD 83(1983) ARE DATUM ADJUSTED BY THE FACTOR OF 1.0008 AND TIED TO THE TGNM. ALL ELEVATIONS ARE REFERENCED TO THE NAD 1988 WITH GEOID 128.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PROPERTY MAP

SCALE: 1"=200'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-56(54)	3B
CONST.	2019	STP-56(54)	3B

SR-66
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO.

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK	PAGE												
1	WILLIAM MITCHELL AND WIFE, BILLIE JEAN MITCHELL	065	085-00	956	211			4.184			4.184						
2	ANDREA F. MALLORY	065	023-05	988	314	4.186		4.186	0.456		0.456	3.730				0.170	
3	AUBEY LYNN FORD AND WIFE, ANDREA F. FORD	065	023-06	1213	786	1.001		1.001	0.120		0.120	0.881				1408 S.F.	
4	VIRGINIA (GINGER) GIEPLOWSKI	066	084-00	761	416			35.444			35.444						
5	MICHAEL DEVON NORRIS AND WIFE, LORRIE ANN NORRIS	065	023-04	420	436	5.185		5.185	0.388		0.388	4.800				0.104	
6	WILLIAM E. PARKER, BRANDY M. PARKER AND MARANDA C. C.	065	030-06	964	457	18.995		18.995	4.256		4.256	14.739				0.566	
7	ROY BRENNEN-HEGAY	066	060-00	1100	426			4.930			4.930						
8	MATTHEW ELKINS	064	046-00	951	255	23.768		23.768	0.103		0.103	23.665					
9	DENNIS MITCHELL	064	045-00	270	5			1.000			1.000						
10	VIRGINIA (GINGER) GIEPLOWSKI AKA VIRGINIA L. GIEPLOWSKI	066	064-04	868	610			1.000			1.000						
11	LELAND D. LAMIRAND AND WIFE, MARY H. LAMIRAND	065	023-02	1124	119	10.771		10.771	0.367		0.367	10.404					
12	DORINA M. STERLING	065	022-05	917	391	4.854		4.854	0.125		0.125	4.729				0.141	

DISTURBED AREA

IN BETWEEN SLOPE LINES	2.837	(AC)
15 FOOT WIDE STRIP (OUT SIDE SLOPE LINES)	0.353	(AC)
TOTAL DISTURBED AREA	3.190	(AC)

R.O.W.
PLANS

SEALED BY



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

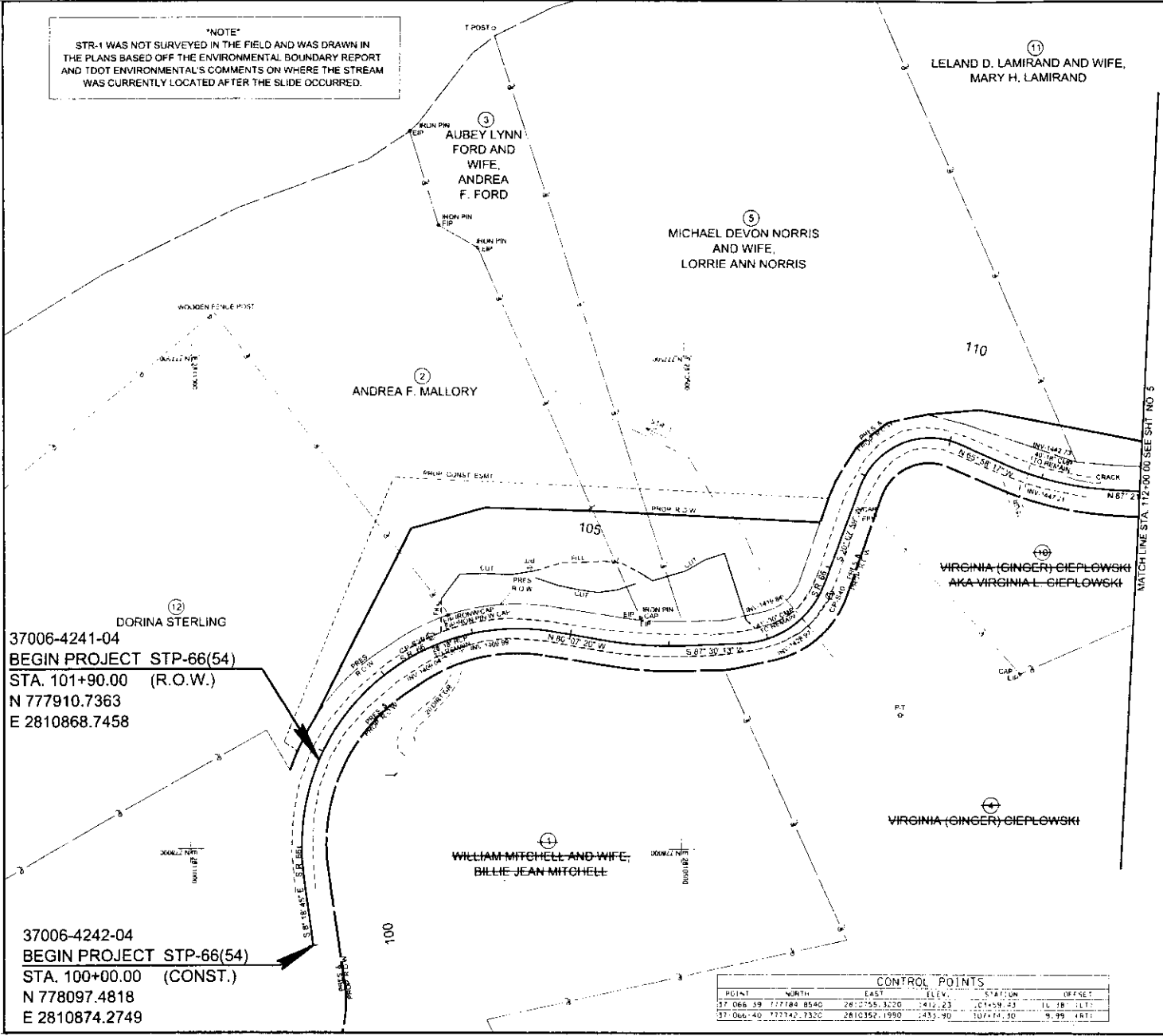
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	4
CONST.	2019	STP-66(54)	4

SR-55
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO.



NOTE
STR-1 WAS NOT SURVEYED IN THE FIELD AND WAS DRAWN IN THE PLANS BASED OFF THE ENVIRONMENTAL BOUNDARY REPORT AND TDDT ENVIRONMENTAL'S COMMENTS ON WHERE THE STREAM WAS CURRENTLY LOCATED AFTER THE SLIDE OCCURRED.



37006-4241-04
BEGIN PROJECT STP-66(54)
STA. 101+90.00 (R.O.W.)
N 777910.7363
E 2810868.7458

37006-4242-04
BEGIN PROJECT STP-66(54)
STA. 100+00.00 (CONST.)
N 778097.4818
E 2810874.2749

CONTROL POINTS						
POINT	NORTH	EAST	ELEV.	STATION	TL	OFFSET
37 066 39	777784.8540	2810755.3220	412.23	101+59.43	11.18	1.17
37 066 40	777747.7320	2810357.1990	433.90	107+13.20	9.39	4.87

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1983), ARE DATUM ADJUSTED BY THE FACTOR OF 1.00026 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1983 WITH GEOID 12B.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT
LAYOUT

STA. 100+00 TO STA. 112+00
SCALE: 1"=50'

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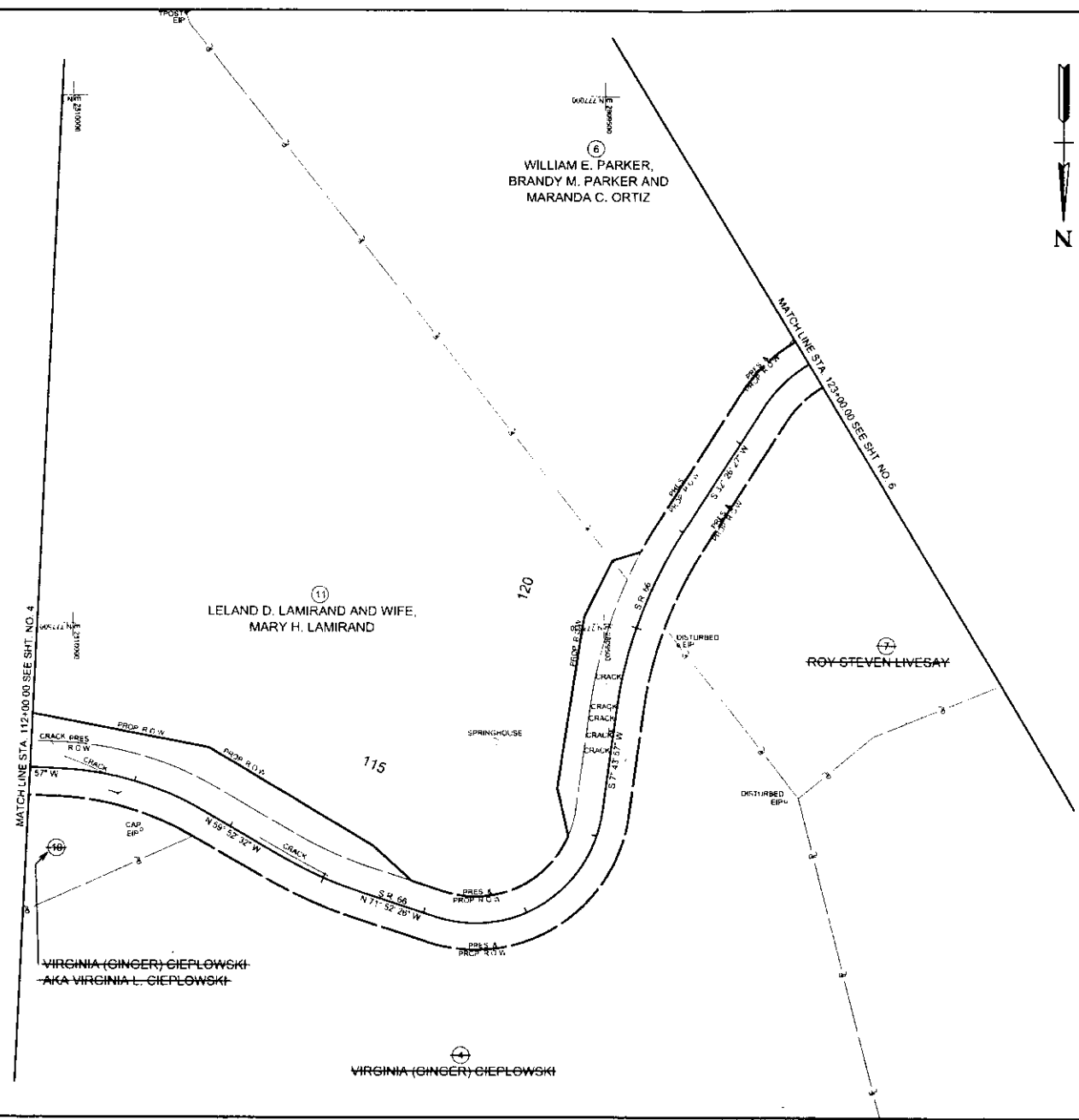
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	5
CONST.	2019	STP-66(54)	5

SR-66
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO



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R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1995); ARE DATUM ADJUSTED BY THE FACTOR OF 1.0006 AND TIED TO THE TURN ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 12B

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

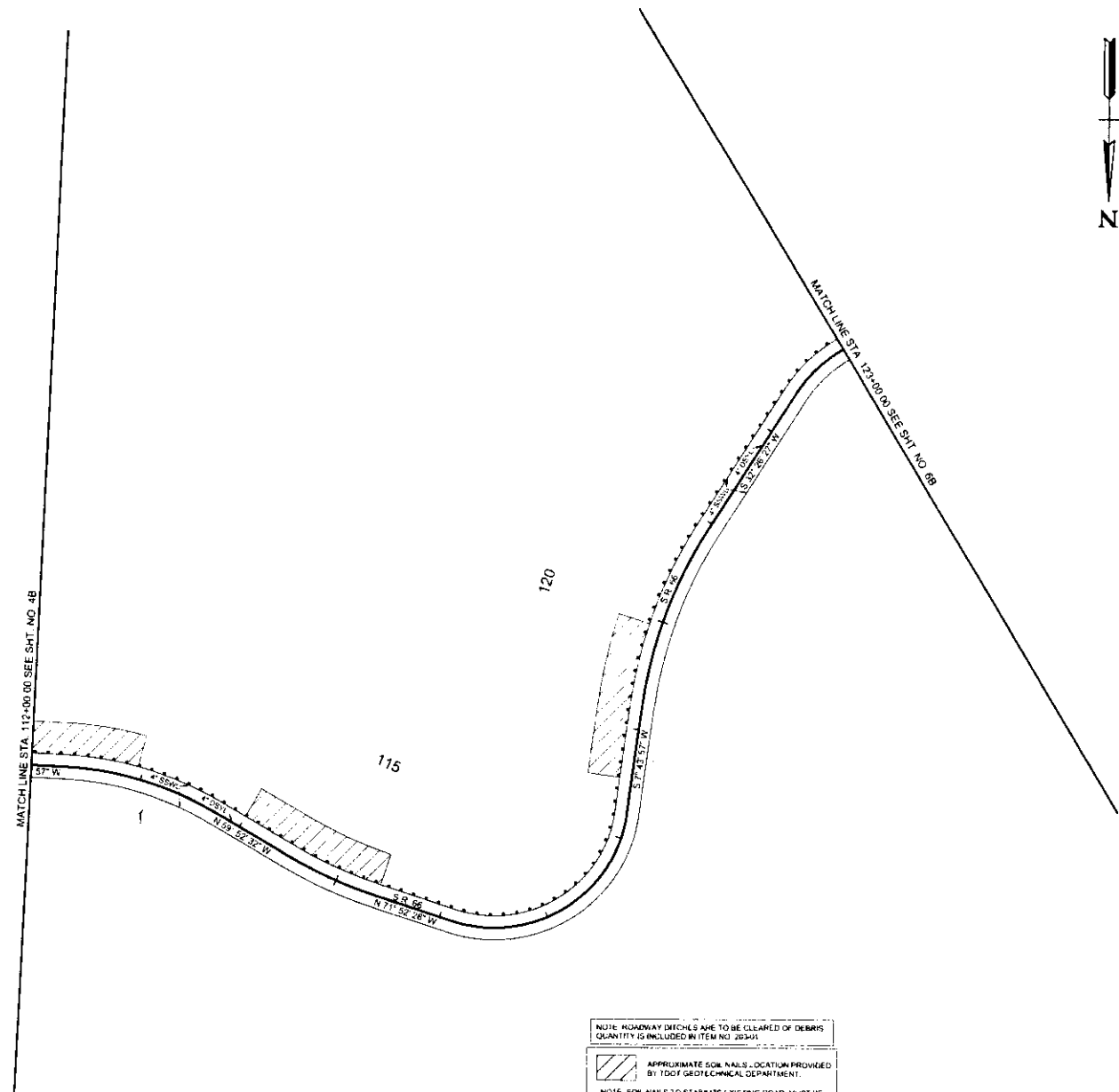
PRESENT LAYOUT
STA. 112+00 TO STA. 123+00
SCALE: 1"=50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	5B
CONST.	2019	STP-66(54)	5B

SR-66
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO.



NOTE: ROADWAY DITCHES ARE TO BE CLEARED OF DEBRIS
QUANTITY IS INCLUDED IN ITEM NO. 2034H

APPROXIMATE SOIL NAILS LOCATION PROVIDED
BY TDOF GEOTECHNICAL DEPARTMENT.

NOTE: SOIL NAILS TO STABILIZE EXISTING ROAD MUST BE
DONE PRIOR TO TRUCK TRAFFIC.

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1985), ARE
DATUM ADJUSTED BY THE FACTOR
OF 1.00026 AND TIED TO THE TGN.
ALL ELEVATIONS ARE REFERENCED
TO THE NAVD 1988 WITH GEOID 128.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED
LAYOUT
STA. 112+00 TO STA. 123+00
SCALE: 1"=50'

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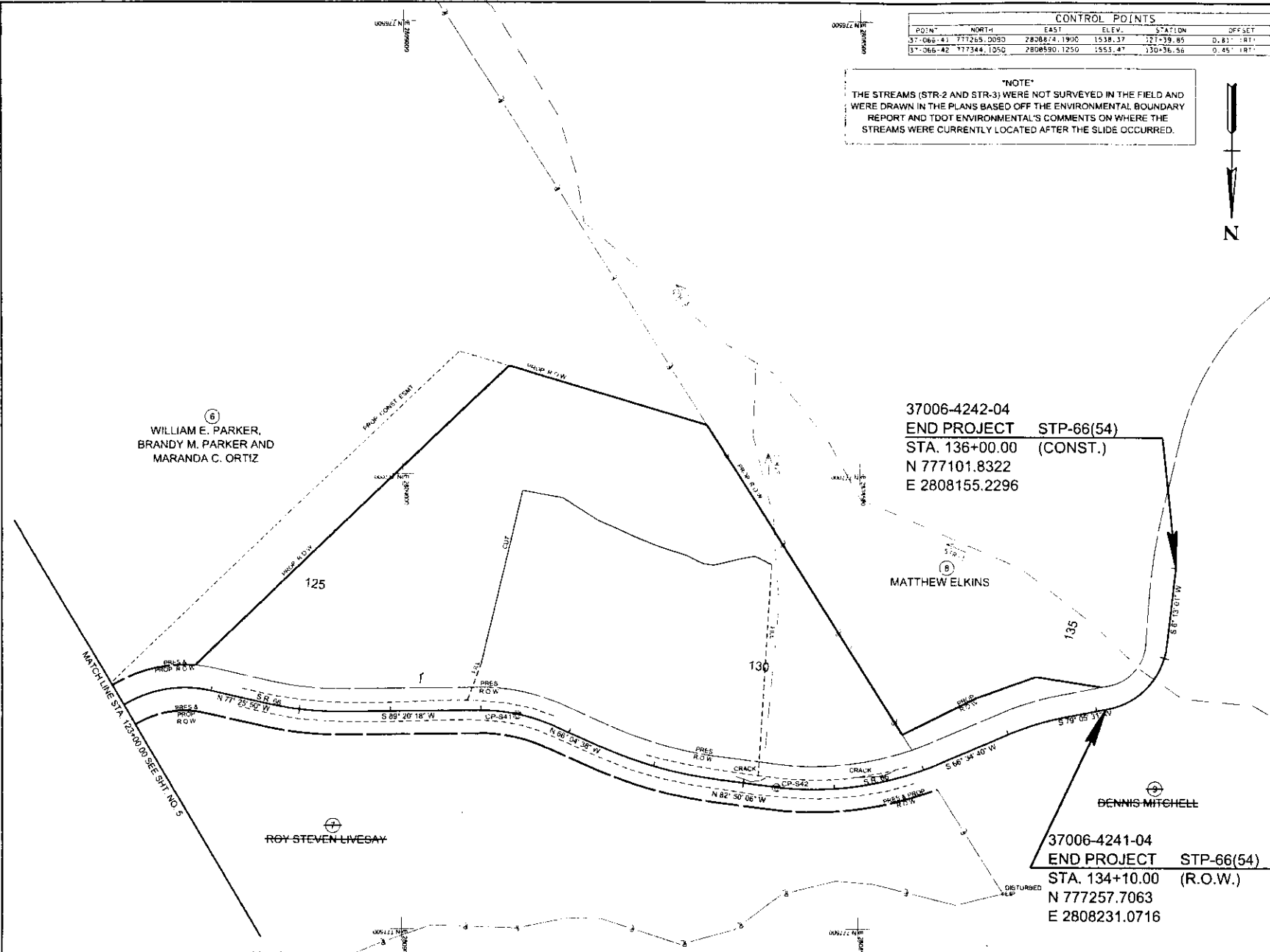
CONTROL POINTS					
POINT	NORTH	EAST	ELEV.	STATION	OFF-SET
37-066-41	777265.0050	2808674.1900	1538.37	121+39.85	D.81' RT'
37-066-42	777344.1050	2808590.1250	1553.47	130+36.56	O.45' RT'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	6
CONST.	2019	STP-66(54)	6

SR-66
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO.

NOTE
THE STREAMS (STR-2 AND STR-3) WERE NOT SURVEYED IN THE FIELD AND WERE DRAWN IN THE PLANS BASED OFF THE ENVIRONMENTAL BOUNDARY REPORT AND TDOT ENVIRONMENTAL'S COMMENTS ON WHERE THE STREAMS WERE CURRENTLY LOCATED AFTER THE SLIDE OCCURRED.



37006-4242-04
END PROJECT STP-66(54)
STA. 136+00.00 (CONST.)
N 777101.8322
E 2808155.2296

37006-4241-04
END PROJECT STP-66(54)
STA. 134+10.00 (R.O.W.)
N 777257.7063
E 2808231.0716

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83/1995, ARE DATUM ADJUSTED BY THE FACTOR OF 1.0006 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 83 WITH USED 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION.

PRESENT LAYOUT
STA. 123+00 TO STA. 136+00
SCALE: 1"=50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-66(54)	8B
CONST.	2019	STP-66(54)	8B

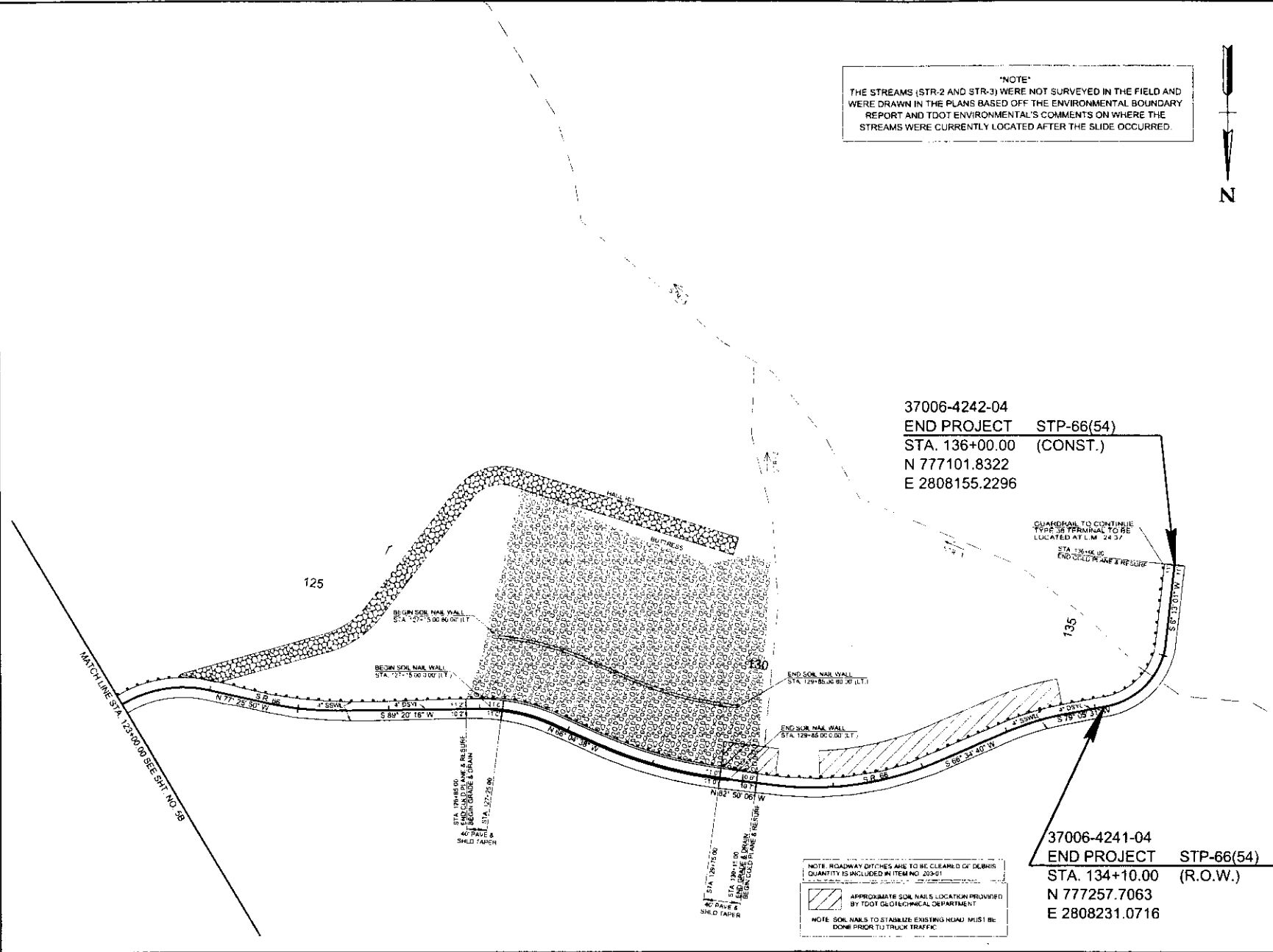
SR-66
37006-4241-04 (R.O.W.)
37006-4242-04 (CONST.)

HAWKINS CO

NOTE
THE STREAMS (STR-2 AND STR-3) WERE NOT SURVEYED IN THE FIELD AND WERE DRAWN IN THE PLANS BASED OFF THE ENVIRONMENTAL BOUNDARY REPORT AND TDOT ENVIRONMENTAL'S COMMENTS ON WHERE THE STREAMS WERE CURRENTLY LOCATED AFTER THE SLIDE OCCURRED.



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37006-4242-04
END PROJECT STP-66(54)
STA. 136+00.00 (CONST.)
N 777101.8322
E 2808155.2296

QUADRANT TO CONTINUE
TYPE 'B' TERMINAL TO BE
LOCATED AT L.M. 24.37
STA. 136+00.00
END OF END OF PAVEMENT SURF

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83 (1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0000, AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH LEICED 128

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

37006-4241-04
END PROJECT STP-66(54)
STA. 134+10.00 (R.O.W.)
N 777257.7063
E 2808231.0716

PROPOSED
LAYOUT
STA. 113+00 TO STA. 136+00
SCALE: 1"=50'

NOTE: ROADWAY DITCHES ARE TO BE CLEARED OF DEBRIS. QUANTITY IS INCLUDED IN ITEM NO. 203-01

APPROXIMATE SOIL NAILS LOCATION PROVIDED BY TDOT GEOTECHNICAL DEPARTMENT

NOTE: SOIL NAILS TO STABILIZE EXISTING ROAD MUST BE DONE PRIOR TO TRUCK TRAFFIC

RESOLUTION

No. 2020 1 09 1 12

To the Honorable Rick Brewer, Chairman, and Members of the Hawkins County Board of Commissioners
in Regular Session, met this 28th day of September, 2020

RESOLUTION IN REF:

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS OF HAWKINS COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,600,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

Please see attached resolution for the issuance of school bond for energy efficient upgrades to schools in the Hawkins County School System.

Introduced By Esq. Keith Gibson, V-Chairman – Budget Comm.

Seconded By Esq. _____

Date Submitted 09-14-2020

County Clerk Nancy J. Lewis

By: _____

Chairman _____

Mayor _____

Jim Lee, Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL BONDS OF HAWKINS COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,600,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, 49-3-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes Hawkins County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue not to exceed \$9,600,000 in aggregate principal amount of general obligation school bonds, in one or more series, for the purpose of providing funds to finance the cost of (i) the construction, improvement, renovation, equipping, design, and site development of school buildings, the acquisition of all related property real and personal property and payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (the "Projects"); (ii) the payment of funds required to be shared with the Cities of Rogersville and Kingsport, Tennessee, to the extent not waived, pursuant to Section 49-3-1003, Tennessee Code Annotated, as amended, (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iv) reimbursement to the County for funds previously expended for any of the foregoing; (v) payment of capitalized interest during construction of the Projects and for up to six months; and (vi) payment of costs incident to the issuance and sale of the bonds; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$9,600,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hawkins County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 49-3-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$9,600,000 General Obligation School Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the

Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(i) "Governing Body" means the Board of County Commissioners of the County.

(j) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Projects" shall have them meaning ascribed in the preamble.

(l) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole, or in part, (i) the cost of the Projects; (ii) payment of capitalized interest on the Bonds for the period of construction of the Projects and for up to six months thereafter; (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable, (iv) the payment of funds required to be shared with the Cities of Rogersville and Kingsport, Tennessee, to the extent not waived, pursuant to Section 49-3-129 and Section 49-3-1003, Tennessee Code Annotated, as amended; and (v) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation school bonds, in one or more series, of the County in the aggregate principal amount of not to exceed

\$9,600,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General Obligation School Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum, payable (subject to the adjustments permitted under Section 8) semi-annually on June 1 and December 1 in each year, commencing June 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2022 through 2041, inclusive; with the final amortization schedule to be established by the County Mayor in accordance with Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2030 and thereafter shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(1) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(2) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

(1) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(2) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County Mayor (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to

furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or

its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County Mayor issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and

substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County Mayor pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County Mayor charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment and Pledge. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAWKINS
GENERAL OBLIGATION SCHOOL BOND,
SERIES _____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Hawkins County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2021, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the

presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC" and with any successor depository, a "Depository"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County Mayor may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing June 1, 2030 and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.] If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal

amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such entity as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as Depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County Mayor (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what

extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to DTC or any successor Depository or, if no Depository is then in place, the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County to finance, in whole or in part, the cost of (i) construction, improvement, renovation, equipping, design, and site development of school buildings, the acquisition of all related property real and personal property and payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (the "Projects"); (ii) the payment of funds required to be shared with the Cities of Rogersville and Kingsport, Tennessee, to the extent not waived, pursuant to Section 49-3-1003, Tennessee Code Annotated, as amended (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iv) reimbursement to the County for funds previously expended for any of the foregoing; (v)

payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (vi) payment of the costs related to the issuance and sale of the Bonds pursuant to 49-3-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on September 28, 2020 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

HAWKINS COUNTY

By: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Trust Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Hawkins County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, as required by law, in one or more series, at a price of not less than ninety-eight percent (98.00%) of par, plus accrued interest, as a whole or in part, from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by deliver of bids via physical deliver, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for

each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

- (c) The County Mayor is further authorized with respect to each series of Bonds to:
- (1) change the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;
 - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation School Bonds" and to specify the series designation of the Bonds, or any series thereof;
 - (3) change the first interest payment date on the Bonds or any series thereof to a date other than June 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;
 - (4) establish and adjust (as applicable) the principal payment dates and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than what is provided in Section 4 hereof and (C) the debt service payments on the Bonds or any series thereof shall not result in balloon indebtedness that must be approved the Director of the Division of Local Government Finance for the State of Tennessee;
 - (5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and
 - (7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The County Mayor and County Clerk are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved..

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be:

(a) The County Trustee, in consultation with the County Mayor, is authorized to cause to be determined the amount of proceeds of the Bonds required to be shared with the Cities of Rogersville and Kingsport, to the extent not waived, pursuant to Section 49-3-1003, Tennessee Code Annotated, as amended, and to cause the amounts so determined to be paid over to the appropriate financial officers for the Cities of Rogersville and Kingsport.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2020 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the County for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such case, the County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds may be designated as such.

(d) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the

Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Signatures on Following Page

Duly adopted and approved this 28th day of September, 2020.

County Mayor

Attested:

County Clerk

STATE OF TENNESSEE)

COUNTY OF HAWKINS)

I, Nancy A. Davis, certify that I am the duly qualified and acting County Clerk of Hawkins County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on September 28, 2020; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's not to exceed \$9,600,000 General Obligation School Bonds.

WITNESS my official signature and seal of said County this 28th day of September, 2020.

County Clerk

(SEAL)

