

**RESOLUTION**

No. 2020 / 10 / 01

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of October 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

Seconded By Esq. \_\_\_\_\_

Date Submitted 9-29-2020

  
County Clerk

By: \_\_\_\_\_

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

**ACTION:    AYE        NAY        PASSED**

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent        \_\_\_\_\_

**COMMITTEE ACTION**

\_\_\_\_\_

\_\_\_\_\_

**MAYOR'S ACTION: Approved \_\_\_\_\_ Veto \_\_\_\_\_**

RESOLUTION

2020-10-02

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of October, 2020.

**RESOLUTION IN REF: APPROVAL OF STATUTORY BONDS FOR FIRST DISTRICT CONSTABLE FOR TERM OF OFFICE BEGINNING SEPTEMBER 1, 2020 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 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 6, 2020

Constable – District 1, Bill Creasy \$ 8,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the statutory bonds of the above official be approved by the Hawkins County Board of Commissioners as required by Tennessee Code Annotated.

Introduced By Esq. George Bridwell

Seconded By Esq. \_\_\_\_\_

Date Submitted 10-08-2020

Nancy J. Lewis  
County Clerk

By: \_\_\_\_\_

Chairman \_\_\_\_\_

Mayor Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_



SURETY'S BOND NO 92-CU-Z406-1 "AMENDED"

STATE OF TENNESSEE  
COUNTY OF HAWKINS  
OFFICIAL STATUTORY BOND  
FOR  
COUNTY PUBLIC OFFICIALS  
OFFICE OF CONSTABLE

KNOW ALL MEN BY THESE PRESENTS:

That BILL CREASY of KINGSPORT, TN (City or Town), County of HAWKINS Tennessee, as Principal, and State Farm Fire and Casualty Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of TEN THOUSAND AND NO/100 Dollars (\$ 10,000.00) 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 X elected    appointed to the office of CONSTABLE of and for HAWKINS County for the 4 year term beginning on the 1ST day of SEPTEMBER, 2018 and ending on the 1ST day of SEPTEMBER, 2022.

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

That if the said BILL CREASY, Principal, shall:

1. Faithfully perform the duties of the office of CONSTABLE of HAWKINS County during his term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all monies, 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 18TH day of SEPTEMBER, 2020.

WITNESS - ATTEST:

PRINCIPAL:

Bill Creasy

SURETY:

STATE FARM FIRE AND CASUALTY COMPANY

by:

Kim Hiltu

COUNTERSIGNED BY:



Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF HAWKINS

Before me, a Notary Public of the State and County aforesaid, personally appeared Bill Creasy 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, on oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed. Witness my hand and seal this 21 day of September, 2020.  
My Commission Expires August 31, 2021

Nancy A. Davis JSM  
Notary Public

(over)

# Power of Attorney

## STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, LeAnn Henry, John R. Horton, Jeanette Hughes, Jerry Jacek, Julia Klinzing, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Sadie Remington, Carey J Rice, Suzanne M. Robertson, Alice Schuler, Heidi Simmons, Caley Stehl, Heidi Stevens, Steven M. Straub, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14<sup>th</sup> day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 14<sup>th</sup> day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton  
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Pamela Chancellor  
Notary Public  
My commission expires August 30, 2021

### CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 18TH day of SEPTEMBER, 2020.



Julia Klinzing  
Julia Klinzing - Assistant Treasurer

RESOLUTION

No. 2020 / 10 / 03

To the Honorable Rick Brewer, Chairman, and Members of the Hawkins County Board of Commissioners  
in Regular Session, met this 26th day of October, 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 10-08-2020

*Nancy A. Coats*  
County Clerk

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 October 26, 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:           [FORM: DO NOT SIGN]            
County Mayor

ATTESTED:

          [FORM: DO NOT SIGN]            
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 26<sup>th</sup> day of October, 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 October 26, 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 26<sup>th</sup> day of October, 2020.

---

County Clerk

(SEAL)

**RESOLUTION**

No. 2020 10 / 04

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26<sup>th</sup> day of October, 2020.

**RESOLUTION IN REF: APPROVAL TO ASSIGN JAMES H. SUMMERS LEASE AGREEMENT WITH HAWKINS COUNTY FOR A HANGER AT THE HAWKINS AIRPORT TO CHARLES WINDHAM FOR THE REMAINDER OF SAID LEASE, ENDING SEPTEMBER 26, 2021.**

WHEREAS, Mr. James H. Summers has a lease agreement with Hawkins County for a hanger at the Hawkins County Airport. The lease is to expire on September 26, 2021. Mr. Summers passed away on May 15, 2020. The Estate of James H. Summers, Sullivan County Chancery Court (Probate Division) 20-PR-23376, desires to sublease the remainder of the lease to Mr. Charles Windham. Paragraph Number 4 of said lease states "Second Party shall not assign or sublet this contract in whole or in part without the written consent of first party." The Airport Committee met on the 29<sup>th</sup> day of September, 2020, and voted unanimously to allow the Estate to sublet the lease remainder to Mr. Charles Windham; and

WHEREAS, the Estate of James H. Summers wishes to assign the lease agreement to Mr. Charles Windham for the remainder of said lease; and

THEREFORE, BE IT RESOLVED that approval be given for the assignment of the Estate of Mr. James H. Summers' lease agreement to be transferred to Mr. Charles Windham for the remainder of said lease, ending on September 26, 2021. After expiration of said lease, Mr. Charles Windham shall negotiate any further contracts with Hawkins County, Tennessee.

Introduced By Esq. Keith Gibson, Chrmn Airport Comm

Seconded By Esq. \_\_\_\_\_

Date Submitted 10-08-2020

Nancy A. Paul  
County Clerk

By: \_\_\_\_\_

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

Approved \_\_\_\_\_ Veto \_\_\_\_\_

RESOLUTION NO. 2020 101 05

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 26<sup>th</sup> DAY OF OCTOBER 2020.

**RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, October 26, 2020, go on record as passing this resolution.

Introduced by Esq. Keith Gibson

Estimated Cost: \_\_\_\_\_

Seconded by Esq. \_\_\_\_\_

Paid From \_\_\_\_\_ Fund

ACTION:    Aye    Nay

Date Submitted 10-13-2020

Roll Call    \_\_\_\_\_    \_\_\_\_\_

County Clerk: Nancy A. Davis

Voice Vote    \_\_\_\_\_    \_\_\_\_\_

By: Nancy A. Davis

Absent    \_\_\_\_\_    \_\_\_\_\_

COMMITTEE ACTION:

APPROVED

DISAPPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHAIRMAN: Rick Brewer

By: \_\_\_\_\_

Mayor: \_\_\_\_\_

Jim Lee

Mayor's Action: Approved \_\_\_\_\_ Veto \_\_\_\_\_

FUND: 141 GENERAL PURPOSE SCHOOL FUND

AMENDMENT NUMBER: 1

DATE: October 26, 2020

ORIGINAL BUDGET AMOUNT	56,467,642.00
PREVIOUS AMENDMENTS	-
TOTAL	56,467,642.00
REQUESTED AMENDMENT	1,071,784.00
TOTAL	57,539,426.00

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
<b>1</b>		<b>71100 REGULAR INSTRUCTION PROGRAM</b>				
	71100-499	Other Supplies and Materials	-	534.00		534.00
		<b>Subtotal</b>	-	<b>534.00</b>	-	<b>534.00</b>
		To make appropriations for a Department of Health Youth Wellness survey for Cherokee and Volunteer.				
<b>2</b>		<b>71150 ALTERNATIVE INSTRUCTION PROGRAM</b>				
	71150-599-ATEAM	Other Charges	578.00	300.00		878.00
		<b>Subtotal</b>	<b>578.00</b>	<b>300.00</b>	-	<b>878.00</b>
		To budget monies awarded to the Alternative School from U-Trust to be used for staff appreciation.				
<b>3</b>		<b>71300 VOCATIONAL EDUCATION PROGRAM</b>				
	71300-499-CTE	Other Supplies and Materials	-	7,847.00		7,847.00
		<b>Subtotal</b>	-	<b>7,847.00</b>	-	<b>7,847.00</b>
		To budget the CTE Surplus Sale beginning balance for the 2019-20 FY.				
<b>4</b>		<b>72110 ATTENDANCE</b>				
	72110-117	Career Ladder Program	-	1,000.00		1,000.00
		<b>Subtotal</b>	-	<b>1,000.00</b>	-	<b>1,000.00</b>
		To make appropriations for Career Ladder due to changes in personnel.				
<b>5</b>		<b>72130 OTHER STUDENT SUPPORT</b>				
	72130-399	Other Contracted Services	39,670.00	7,500.00		47,170.00
		<b>Subtotal</b>	<b>39,670.00</b>	<b>7,500.00</b>	-	<b>47,170.00</b>
		To make appropriations for a new 504 tracking software.				
<b>6</b>		<b>72250 TECHNOLOGY</b>				
	72250-790	Other Equipment	258,000.00	4,130.00		262,130.00
		<b>Subtotal</b>	<b>258,000.00</b>	<b>4,130.00</b>	-	<b>262,130.00</b>
		To budget donations received to purchase web cameras and other equipment needed for eLearning.				
<b>7</b>		<b>72510 FISCAL SERVICES</b>				
	72510-790	Other Equipment	2,000.00	4,000.00		6,000.00
		<b>Subtotal</b>	<b>2,000.00</b>	<b>4,000.00</b>	-	<b>6,000.00</b>
		To add additional funds to upgrade the Local Government server.				
<b>8</b>		<b>72610 OPERATION OF PLANT</b>				
	72610-167	Maintenance Personnel	657,415.00	6,400.00		663,815.00
	72610-201	Social Security	46,067.00	397.00		46,464.00
	72610-212	Employer Medicare	10,774.00	93.00		10,867.00
	72610-410	Custodial Supplies	135,000.00	33,957.00		168,957.00
		<b>Subtotal</b>	<b>849,256.00</b>	<b>40,847.00</b>	-	<b>890,103.00</b>
		To make appropriations for 2 temporary FTE's for mowing/landscaping through the of the mowing season and to add additional funds for extra supplies due to COVID-19.				
<b>9</b>		<b>72620 MAINTENANCE OF PLANT</b>				
	72620-307	Communication	8,000.00	350.00		8,350.00
		<b>Subtotal</b>	<b>8,000.00</b>	<b>350.00</b>	-	<b>8,350.00</b>
		To upgrade cell phones for a new work order program.				
<b>10</b>		<b>73300 COMMUNITY SERVICES</b>				
	73300-499-FRC	Other Supplies and Materials	8,729.00	450.00		9,179.00
	73300-307-FRC	Communications	-	550.00		550.00
		<b>Subtotal</b>	<b>8,729.00</b>	<b>1,000.00</b>	-	<b>9,729.00</b>
		To budget donations received for the Family Resource Center and make appropriations for a cell phone for the director.				

11		<b>73400 EARLY CHILDHOOD EDUCATION</b>				
	73400-189	Other Salaries and Wages	-	5,000.00		5,000.00
	73400-201	Social Security	15,040.00	310.00		15,350.00
	73400-204	State Retirement	23,465.00	514.00		23,979.00
	73400-212	Employer Medicare	3,517.00	73.00		3,590.00
	73400-429	Instructional Supplies and Materials	25,752.00		279.00	25,473.00
	73400-499	Other Supplies and Materials	5,428.00		3,500.00	1,928.00
	73400-524	In-Service/Staff Development	6,501.00		2,501.00	4,000.00
	73400-722	Regular Instruction Equipment	8,000.00	6,000.00		14,000.00
		<b>Subtotal</b>	<b>87,703.00</b>	<b>11,897.00</b>	<b>6,280.00</b>	<b>93,320.00</b>
To reallocate funds in the Voluntary Pre-K state grant to match ePlan and correct the original budget.						
12		<b>76100 REGULAR CAPITAL OUTLAY</b>				
	76100-707	Building Improvements	300,000.00	914,309.00		1,214,309.00
	76100-707	Building Improvements	1,214,309.00	84,350.00		1,298,659.00
		<b>Subtotal</b>	<b>1,514,309.00</b>	<b>998,659.00</b>	<b>-</b>	<b>2,512,968.00</b>
To make appropriations for the remainder of the turf project. Since the amendment was done in June, the amount that was not paid out in June rolled to fund balance with the close of the 2019-2020 fiscal year. This moves the remainder from fund balance to the expenditure account. To make appropriations for additional paving at RMS from the sale of property funds.						
<b>FUND BALANCE</b>						
3,8,11,12	39000	Unassigned Fund Balance	11,251,454.00		934,663.00	10,316,791.00
		<b>Subtotal</b>	<b>11,251,454.00</b>	<b>-</b>	<b>934,663.00</b>	<b>10,316,791.00</b>
<b>REVENUES</b>						
1	46990	Other State Revenues	-	534.00	-	534.00
2	44570-ATEAM	Contributions and Gifts	578.00	300.00	-	878.00
6	44570	Contributions and Gifts	15,000.00	4,130.00		19,130.00
10	44570-FRC	Contributions and Gifts	4,729.00	450.00		5,179.00
12	44540	Sale of Property	-	84,350.00		84,350.00
4,5,7,8,9,10	46511	Basic Education Program	37,299,460.00	47,357.00		37,346,817.00
		<b>Subtotal</b>	<b>37,319,767.00</b>	<b>137,121.00</b>	<b>-</b>	<b>37,456,888.00</b>
<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>			<b>14,019,699.00</b>	<b>1,078,064.00</b>	<b>940,943.00</b>	<b>14,156,820.00</b>
<b>TOTAL REVENUES</b>			<b>37,319,767.00</b>	<b>137,121.00</b>	<b>-</b>	<b>37,456,888.00</b>



RESOLUTION

No. 2020 / 10 / 07

To the HONORABLE Rick Brewer, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 26th day of October 2020.

RESOLUTION IN REF: Approval of Notary Public Surety Bond

BE IT RESOLVED THAT: The following be approved as Notary Public Surety Bonds for Hawkins County, Tennessee:

NOTARY

Rebecca Renee Schmidt

PERSONAL SURETY

Phillip L. Boyd (Surety on File)  
PO Box 298  
Rogersville, TN 37857

Daniel G. Boyd (Surety on File)  
PO Box 298  
Rogersville, TN 37857

Introduced By Esq.

Seconded By Esq. \_\_\_\_\_

Date Submitted 10-13-2020

  
County Clerk

By: \_\_\_\_\_

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

\_\_\_\_\_

MAYOR'S ACTION: Approved \_\_\_\_\_ Veto \_\_\_\_\_