

**RESOLUTION**

No. 2020 / 12 / 01

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

**RESOLUTION IN REFERENCE: FIFTH DISTRICT COMMISSION SEAT NOMINATION**

**WHEREAS**, a resignation was submitted on 10-31-2020 by John Metz, commissioner in the 5<sup>th</sup> district of Hawkins County. Notice of vacancy has been given to the full legislative body and also to the newspaper of general circulation (10) days prior to the meeting; and

**WHEREAS**, Commissioner Glenda Davis nominates Jason Roach to fill the vacancy of John Metz in the 5<sup>th</sup> District of Hawkins County.

**NOW THEREFORE BE IT RESOLVED**, that Jason Roach be nominated to fill the vacancy of commissioner in the 5<sup>th</sup> district.

Introduced By Esq. Glenda Davis

Seconded By Esq.

Date Submitted 11-24-2020

Nancy Davis  
County Clerk

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

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

**ACTION: AYE NAY PASSED**

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

\_\_\_\_\_

\_\_\_\_\_

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

**RESOLUTION**

No. 2020/12/ 02

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

**RESOLUTION IN REF: FIFTH DISTRICT COMMISSION  
SEAT NOMINATION**

**WHEREAS**, a resignation was submitted on 10-31-2020 by John Metz, a commissioner in the 5th District of Hawkins County. Notice of vacancy has been given to the full legislative body and also to the newspaper of general circulation (10) days prior to the meeting; and

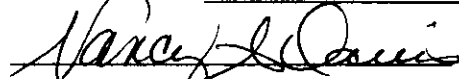
**WHEREAS**, Commissioner Michael Herrell nominates Mark Linkous to fill the vacancy of John Metz in the 5th District of Hawkins County.

**THEREFORE BE IT RESOLVED**, that Mark Linkous be nominated to fill the vacancy of commissioner in the 5th district.

Introduced by Esq. Michael Herrell

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

Date Submitted: 12-7-2020

  
County Clerk

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

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

**ACTION    AYE    NAY    PASSED**

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

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

**Absent**    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_

**COMMITTEE ACTION:**

\_\_\_\_\_

\_\_\_\_\_

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

**RESOLUTION**

No. 2020 / 12 / 03

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 21st day of December, 2020.

**RESOLUTION IN REF:** APPOINTMENT OF AMY SKELTON and JOSHUA RUSSELL AND RE-APPOINTMENT OF SUSAN ARMSTRONG TO THE HAWKINS COUNTY INDUSTRIAL BOARD FOR A SIX YEAR TERM WITH TERM ENDING AUGUST 31, 2026

WHEREAS, three (3) seats on the Hawkins County Industrial Board have expired; and

WHEREAS, at the July 30, and September 24, 2020 Industrial Board meetings, the board voted to recommend the following for appointment and re-appointment to the Hawkins County Industrial Board. All members received recommendation by the Industrial Board.

Appointment (filling terms of Gary Darnell and Brent Price, who resigned from the board)

Amy Skelton term ending August 31, 2026  
Joshua Russell term ending August 31, 2026

Re-Appointment

Susan Armstrong term ending August 31, 2026

THEREFORE, BE IT RESOLVED THAT the afore mentioned three (3) people be appointed/re-appointed to the Industrial Board with the term of office for each being six (6) years beginning in September 1, 2020 and ending in December 31, 2026.

Introduced By Esq. Nancy Barker

ACTION: AYE NAY PASSED

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

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

Date Submitted 11-24-2020

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

Nancy A. Qualls  
County Clerk

Absent \_\_\_\_\_

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

COMMITTEE ACTION

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

Jim Lee, County Mayor

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

RESOLUTION

No. 2020 / 12 / 04

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

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

Whereas, the county legislative body wishes to provide for future commissions and future E-911 boards an attached narrative describing reasons for presenting this resolution to formally clarify the duly appointed board members, and

Whereas, the Mayor of Hawkins county desires to appoint members of the E-911 board in a manner consistent with the laws of the State of Tennessee, and

Whereas TCA code 7-86-105(b)(1) states members of the E-911 board appointed by the county mayor must be confirmed by the legislative body, and

WHEREAS, the members and terms of this board being appointed or reappointed are as follows:

For Appointment are:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Citizen	Jamie Miller	4 Years	June 30, 2024
County Citizen	Lawrence Wheeler	4 Years	June 30, 2024

WHEREAS, other members and terms already appointed are as follows:

<u>Representative</u>	<u>Name</u>	<u>Board Term</u>	<u>Expiration of Term</u>
County Representative	Meredith Bachman	4 Years	June 30, 2022
County Citizen	Fred Castle	4 Years	June 30, 2021
Rogersville Police Dept	Doug Nelson	4 Years	June 30, 2021
Rescue Squad	Lynn Campbell	4 Years	June 30, 2022
TN Highway Patrol	David Good	4 Years	June 30, 2022
County Commissioner	Michael Herrell	4 Years	June 30, 2021
Law-Enforcement-Sheriff	Ronnie Lawson	4 Years	August 31, 2022
Ex-Officio Member			
County Mayor	Jim Lee	4 Years	August 31, 2022

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

Introduced By Esq. Glenda Davis

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

Date Submitted 12-4-2020

Glenda Davis  
County Clerk

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

Mayor \_\_\_\_\_

ACTION:    AYE    NAY    PASSED

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

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

Absent  
COMMITTEE ACTION    \_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_

**RESOLUTION**

No. 2020/ 12 / 05

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

**RESOLUTION IN REF:** APPROVAL OF LEASE AGREEMENTS FOR FOUR (4) CANON COPY MACHINES AT THE HAWKINS COUNTY CIRCUIT CLERKS OFFICE FOR 48 MONTHS

WHEREAS, the Circuit Clerks office has leased a two (2) Canon copiers, from the state bid list, for several years and these are machines are both being upgraded to Canon IRADV4745 copiers; and

WHEREAS, two Canon IRADV4735 copiers are being added to the lease. These machines will be placed in the Juvenile Courtroom and the File Room; and

WHEREAS, said lease is for a one-year period, renewable for 4 years. Monthly charges are as follows:

(2) Canon IRADV4745	\$51.19	per month X 2 = \$ 102.38 per month
(2) Canon IRADV4735	\$41.46	per month X 2 = <u>82.92 per month</u>
		\$ 185.30 per month

Note: This is a savings of \$23.50 from the present lease.

WHEREAS, this agreement includes copy charge, maintenance, toner & staples.

THEREFORE, BE IT RESOLVED THAT the Lease agreement, from the State Bid -SWC 400 Multifunction Devices, Contract # 612117, for the above referenced copy machines, be approved for the Circuit Clerk's office.

(see attached quote sheets for both machines)

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

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

Date Submitted 12-4-2020

County Clerk Nancy S. Davis

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

Chairman \_\_\_\_\_

Mayor Jim Lee

**ACTION: AYE NAY PASSED**

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

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

Absent \_\_\_\_\_

**COMMITTEE ACTION**

\_\_\_\_\_

\_\_\_\_\_

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



**State of Tennessee Contract Quote Sheet**  
**Issued Under:**  
**SWC 400 Multifunction Devices**  
**Contract #: 62117**

**QUOTE AND PURCHASE ORDER DOCUMENT**

Quote #: 982 Date: 11/9/2020

**BILL TO:** ("Customer")  
**Customer Name:** Hawkins County  
**Dept:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**Name & Title:** \_\_\_\_\_

**SHIP TO:** (if different)  
**Customer Name:** \_\_\_\_\_  
**Dept:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**CSA to Pick Up Current Copier if Completed:**  
**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Serial #:** \_\_\_\_\_

**Black & White Group II - Canon IRADV4735 (35 CPM)**

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV4735 MONTHLY RENTAL Cost: Per Copy Charges apply		4055C002
Equipment Maintenance cost per copy/print includes toner and staples: <b>B/W CPC: \$ 0.0044</b>			
<b>ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):</b>			
1	Cabinet style Q		2299C001
1	Duplexing ADF (incl. in base configuration)		3813C001
1	Inner Finisher (Stapler)		1423C002
	Fax Board/Fax Forwarding		0166C007
1	Card Scanner/Follow-me-print		3575B678
1	Tracking Software		3575B436
	2 & 3 hole punch		1424C002
	Add'l input tray (Cassette Feed Unit)		1419C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS. AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

**TOTAL: \$41.46**

Auto Toner Fulfillment \*\*(Requires use of imageWare Remote)

**Send Signed Purchase Order or Email Acknowledgement to:** Canon Solutions America, Inc.  
 Attn. Mark Choate  
 402 BNA Drive, Ste. 360  
 Nashville, TN. 37217

**Send Payments To:** Canon Financial Services, Inc.  
 14904 Collections Center Drive  
 Chicago, IL 60693

-- OR --  
 Fax: 615.360.5088 - Attn. Mark Choate  
 Email: jchoate@csa.canon.com



State of Tennessee Contract Quote Sheet
Issued Under:
SWC 400 Multifunction Devices
Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 943 Date: 10/20/2020

BILL TO: ("Customer")
Customer Name: Hawkins County
Dept:
Address:
City/State/Zip:
Phone:
Email:
Fax #:
Name & Title:

SHIP TO: (if different)
Customer Name:
Dept:
Address:
City/State/Zip:
Phone:
Email:
Fax:

CSA to Pick Up Current Copier if Completed:
Make: Model: Serial #:

Black & White Group III - Canon iRADV4745 (45 CPM)

Table with 3 columns: Qty, Model Description - Base Configuration, Monthly Rental Price, Vendor Item ID. Includes items like Canon iRADV4745 MONTHLY RENTAL, Inner Finisher (Stapler), Fax Board/Fax Forwarding, Card Scanner/Follow-me-print, Tracking Software, Additional Input Tray (Cassette Feed Unit), 2 & 3 hole punch.

THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS. AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.

TOTAL: \$51.19

[X] Auto Toner Fulfillment \*\*(Requires use of imageWare Remote)

Send Signed Purchase Order or Email Acknowledgement to: Canon Solutions America, Inc. Attn. Mark Choate 402 BNA Drive, Ste. 360 Nashville, TN. 37217

Send Payments To: Canon Financial Services, Inc. 14904 Collections Center Drive Chicago, IL 60693

-- OR --
Fax: 615.360.5088 - Attn. Mark Choate
Email: jchoate@csa.canon.com

**RESOLUTION**

No. 2020 12 1 06

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 21st day of December, 2020.

**RESOLUTION IN REF:                    APPROVAL OF LEASE AGREEMENT BETWEEN JOHNATHAN LAWSON AND HAWKINS COUNTY FOR SPACE AT 3815 HIGHWAY 66, SUITES 12 & 13 FOR FOURTEEN HUNDRED DOLLARS (\$1400) PER MONTH FOR THE HAWKINS COUNTY UT EXTENSION OFFICE**

**WHEREAS**, the Hawkins County UT Extension Service Office has outgrown its current office space. A vacant space at 3815 Highway 66, Suites 12 & 13, has been located that will be ample space for the office; and

**WHEREAS**, attached is a lease agreement for a five (5) year period, for the above reference office space, at Fourteen Hundred Dollars (\$1400) per month, beginning December 2020. Hawkins County will be responsible for the monthly utilities; and

**WHEREAS**, on November 17, 2020, the Public Buildings Committee meet and unanimously approved to recommend to the full commission that said lease, for the Hawkins County UT Extension Service office move to the location on Highway 66 location, be approve.

**NOW, THEREFORE BE IT RESOLVED** that approval be given to enter into a lease agreement with Johnathan Lawson for office space at 3815 Highway 66, Suites 12 & 13, for the Hawkins County UT Extension Service office, with said lease will begin December 2020.

Introduced By Esq. Rick Brewer, Chmn. Public Bldg.

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

Date Submitted 12-4-2020

County Clerk Nancy S. Owens

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

Chairman \_\_\_\_\_

Mayor \_\_\_\_\_

Jim Lee, County Mayor

ACTION:    AYE    NAY    PASSED

Roll Call    \_\_\_\_\_

Voice Vote    \_\_\_\_\_

Absent    \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_

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



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, by and between Owner, **JOHNATHAN LAWSON**, hereinafter referred to as "Lessors," and **HAWKINS COUNTY, TENNESSEE**, hereinafter referred to as "Lessee," is as follows:

### **WITNESSETH:**

Whereas, in and for the consideration as hereinafter set out, Lessors hereby lease the exclusive use and possession unto Lessee, for its use as an office of the Hawkins County Branch of the University of Tennessee Extension Services, those premises located on 3815 Highway 66 South, Suites 12 and 13, Rogersville, Tennessee. Except as otherwise provided, the term of said lease shall be for a period of five (5) years, effective December 1, 2020. Lessor or Lessee shall have the option to cancel this Lease Agreement at any time during said five (5) year period by the giving of at least sixty (60) days written notice, with no penalty for early termination of said lease. Lessee hereby agrees to pay unto Lessors the lease rental sum of \$1,400.00 monthly, beginning with the month of December, 2020. The monthly rental shall not increase during this five (5) year period. Further, there shall be no deposit paid. The Lessees shall also have reasonable access to and use of parking facilities which are located at said building site, and same shall constitute a part and portion of this lease.

As additional consideration, it is further agreed that Lessee will pay monthly utilities incurred on the premises leased by this instrument. It is further agreed that Lessors shall pay all State, County and City ad valorem or property taxes which may be assessed on the premises. Lessors shall further keep and maintain fire and hazard insurance in a reasonable amount on the building leased by this instrument. Lessors shall also provide or be responsible for all maintenance and upkeep, including but not limited to general repairs on said leased premises.

Lessee hereby agrees to hold Lessors harmless and/or fully indemnify same to the monetary extent as provided by law, as to any cause of action which may arise as a result of Lessee's possession of the leased premises during the term of said lease. Lessors hereby warrant free and clear title to said premises and that lessee will thus have superior and exclusive use and possession of said premises pursuant to this lease as a result thereof.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

The Hawkins County Mayor executes this lease on behalf of Lessee.

This the \_\_\_ day of November, 2020.

Jonathan Lawson

\_\_\_\_\_  
Jonathan Lawson

Hawkins County, Tennessee

\_\_\_\_\_  
Jim Lee  
Hawkins County Mayor

STATE OF TENNESSEE  
COUNTY OF HAWKINS

Personally, appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, Jonathan Lawson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at the office, this \_\_\_\_\_ day of November, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared JIM LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of Hawkins County, Tennessee, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee by himself as County Mayor.

WITNESS my hand and official seal at the office, this \_\_\_\_\_ day of November, 2020.

RESOLUTION

No. 2020 / 12 / 107

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 21st day of December 2020.

RESOLUTION IN REF: APPROVAL OF DATES, TIMES AND PLACES FOR THE 2021 MONTHLY REGULAR COUNTY COMMISSION MEETINGS

WHEREAS, the Hawkins County Commission meets monthly and each year sets the time, date and place for the next calendar year's monthly meetings.

THEREFORE, BE IT RESOLVED that the following schedule be adopted for the calendar year 2021.

January	25,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
February	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
March	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
April	26,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
May	24,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
June	28,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
July	26,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
August	23,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
September	27,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
October	25,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
November	22,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse
*December	20,	6:00 p.m.	Co. Comm. Meeting Room #214 - Hawkins Co. Courthouse

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

\* The fourth Monday in December is within the holiday schedule. The December meeting will be on the third Monday.

Introduced By Esq. Valerie Goins

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

Date Submitted 12-4-2020

County Clerk Nancy L. Goins

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

Chairman \_\_\_\_\_

Mayor Jim Lee, County Mayor

ACTION: AYE NAY PASSED

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

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

Absent \_\_\_\_\_

COMMITTEE ACTION

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







RESOLUTION NO. 2020 121 11

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 21<sup>st</sup> DAY OF DECEMBER 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, December 21, 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 12-7-2020

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: 2  
 DATE: December 21, 2020

ORIGINAL BUDGET AMOUNT	57,539,426.00
PREVIOUS AMENDMENTS	-
TOTAL	57,539,426.00
REQUESTED AMENDMENT	885,287.00
TOTAL	58,424,713.00

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
<b>EXPENDITURES</b>					
<b>A one-time bonus - 2% of the base salary with a minimum of \$400.</b>					
<b>71100 REGULAR INSTRUCTION PROGRAM</b>					
71100-188	Bonus Payments	-	493,110.00		493,110.00
71100-201	Social Security	1,256,234.00	30,573.00		1,286,807.00
71100-204	State Retirement	1,960,008.00	47,628.00		2,007,636.00
71100-212	Employer Medicare	293,797.00	7,150.00		300,947.00
71100-217	Retirement-Hybrid Stabilization	92,000.00	2,500.00		94,500.00
	<b>Subtotal - 626 employees</b>	<b>3,602,039.00</b>	<b>580,961.00</b>	-	<b>4,183,000.00</b>
<b>71150 ALTERNATIVE INSTRUCTION PROGRAM</b>					
71150-188	Bonus Payments	-	5,807.00		5,807.00
71150-201	Social Security	14,890.00	360.00		15,250.00
71150-204	State Retirement	23,007.00	557.00		23,564.00
71150-212	Employer Medicare	3,482.00	84.00		3,566.00
71150-217	Retirement-Hybrid Stabilization	1,200.00	29.00		1,229.00
	<b>Subtotal- 7 employees</b>	<b>42,579.00</b>	<b>6,837.00</b>	-	<b>49,416.00</b>
<b>71300 VOCATIONAL EDUCATION PROGRAM</b>					
71300-188	Bonus Payments	-	21,149.00		21,149.00
71300-201	Social Security	73,827.00	1,311.00		75,138.00
71300-204	State Retirement	117,095.00	2,027.00		119,122.00
71300-212	Employer Medicare	17,266.00	307.00		17,573.00
71300-217	Retirement-Hybrid Stabilization	7,000.00	145.00		7,145.00
	<b>Subtotal - 24 employees</b>	<b>215,188.00</b>	<b>24,939.00</b>	-	<b>240,127.00</b>
<b>72110 ATTENDANCE</b>					
72110-188	Bonus Payments	-	3,291.00		3,291.00
72110-201	Social Security	11,065.00	204.00		11,269.00
72110-204	State Retirement	15,882.00	308.00		16,190.00
72110-212	Employer Medicare	2,588.00	48.00		2,636.00
72110-217	Retirement-Hybrid Stabilization	700.00	6.00		706.00
	<b>Subtotal - 4 employees</b>	<b>30,235.00</b>	<b>3,857.00</b>	-	<b>34,092.00</b>
<b>72120 HEALTH SERVICES</b>					
72120-188	Bonus Payments	-	11,913.00		11,913.00
72120-201	Social Security	36,773.00	739.00		37,512.00
72120-204	State Retirement	56,444.00	1,030.00		57,474.00
72120-212	Employer Medicare	8,600.00	173.00		8,773.00
72120-217	Retirement-Hybrid Stabilization	2,500.00	42.00		2,542.00
	<b>Subtotal - 18 employees</b>	<b>104,317.00</b>	<b>13,897.00</b>	-	<b>118,214.00</b>
<b>72130 OTHER STUDENT SUPPORT</b>					
72130-188	Bonus Payments	-	27,444.00		27,444.00
72130-201	Social Security	102,729.00	1,702.00		104,431.00
72130-204	State Retirement	169,708.00	2,612.00		172,320.00
72130-212	Employer Medicare	24,025.00	398.00		24,423.00
72130-217	Retirement-Hybrid Stabilization	10,000.00	196.00		10,196.00
	<b>Subtotal - 29 employees</b>	<b>306,462.00</b>	<b>32,352.00</b>	-	<b>338,814.00</b>

		<b>72210 REGULAR INSTRUCTION PROGRAM</b>			
72210-188	Bonus Payments	-	41,629.00		41,629.00
72210-201	Social Security	63,536.00	2,581.00		66,117.00
72210-204	State Retirement	106,846.00	4,207.00		111,053.00
72210-212	Employer Medicare	14,859.00	604.00		15,463.00
72210-217	Retirement-Hybrid Stabilization	14,859.00	42.00		14,901.00
	<b>Subtotal - 39 employees</b>	<b>200,100.00</b>	<b>49,063.00</b>	-	<b>249,163.00</b>
		<b>72230 VOCATIONAL EDUCATION PROGRAM</b>			
72230-188	Bonus Payments	-	1,520.00		1,520.00
72230-201	Social Security	4,712.00	94.00		4,806.00
72230-204	State Retirement	7,806.00	156.00		7,962.00
72230-212	Employer Medicare	1,102.00	22.00		1,124.00
	<b>Subtotal - 1 employee</b>	<b>13,620.00</b>	<b>1,792.00</b>	-	<b>15,412.00</b>
		<b>72250 EDUCATION TECHNOLOGY</b>			
72250-188	Bonus Payments	-	6,221.00		6,221.00
72250-201	Social Security	19,339.00	386.00		19,725.00
72250-204	State Retirement	25,489.00	470.00		25,959.00
72250-212	Employer Medicare	4,523.00	90.00		4,613.00
72250-217	Retirement-Hybrid Stabilization	1,000.00	90.00		1,090.00
	<b>Subtotal - 7 employees</b>	<b>50,351.00</b>	<b>7,257.00</b>	-	<b>57,608.00</b>
		<b>72320 OFFICE OF THE SUPERINTENDENT</b>			
72320-188	Bonus Payments	-	1,609.00		1,609.00
72320-201	Social Security	12,334.00	100.00		12,434.00
72320-204	State Retirement	17,825.00	145.00		17,970.00
72320-212	Employer Medicare	2,885.00	23.00		2,908.00
	<b>Subtotal - 2 employees</b>	<b>33,044.00</b>	<b>1,877.00</b>	-	<b>34,921.00</b>
		<b>72410 OFFICE OF THE PRINCIPAL</b>			
72410-188	Bonus Payments	-	55,921.00		55,921.00
72410-201	Social Security	168,190.00	3,467.00		171,657.00
72410-204	State Retirement	254,807.00	5,475.00		260,282.00
72410-212	Employer Medicare	39,335.00	811.00		40,146.00
72410-217	Retirement-Hybrid Stabilization	1,900.00	55.00		1,955.00
	<b>Subtotal - 72 employees</b>	<b>464,232.00</b>	<b>65,729.00</b>	-	<b>529,961.00</b>
		<b>72510 FISCAL SERVICES</b>			
72510-188	Bonus Payments	-	4,576.00		4,576.00
72510-201	Social Security	14,178.00	284.00		14,462.00
72510-204	State Retirement	16,007.00	412.00		16,419.00
72510-212	Employer Medicare	3,316.00	66.00		3,382.00
	<b>Subtotal - 6 employees</b>	<b>33,501.00</b>	<b>5,338.00</b>	-	<b>38,839.00</b>
		<b>72520 HUMAN SERVICES/PERSONNEL</b>			
72520-188	Bonus Payments	-	2,132.00		2,132.00
72520-201	Social Security	4,149.00	132.00		4,281.00
72520-204	State Retirement	5,982.00	212.00		6,194.00
72520-212	Employer Medicare	970.00	31.00		1,001.00
	<b>Subtotal - 2 employees</b>	<b>11,101.00</b>	<b>2,507.00</b>	-	<b>13,608.00</b>
		<b>72610 OPERATION OF PLANT</b>			
72610-188	Bonus Payments	-	24,987.00		24,987.00
72610-201	Social Security	83,582.00	1,549.00		85,131.00
72610-204	State Retirement	99,939.00	2,092.00		102,031.00
72610-212	Employer Medicare	19,547.00	362.00		19,909.00
72610-217	Retirement-Hybrid Stabilization	6,000.00	157.00		6,157.00
	<b>Subtotal - 56 employees</b>	<b>209,068.00</b>	<b>29,147.00</b>	-	<b>238,215.00</b>

		<b>72620 MAINTENANCE OF PLANT</b>				
	72620-188	Bonus Payments	-	14,818.00		14,818.00
	72620-201	Social Security	46,464.00	919.00		47,383.00
	72620-204	State Retirement	52,456.00	1,281.00		53,737.00
	72620-212	Employer Medicare	10,867.00	215.00		11,082.00
	72620-217	Retirement-Hybrid Stabilization	2,000.00	53.00		2,053.00
		<b>Subtotal - 21 employees</b>	<b>111,787.00</b>	<b>17,286.00</b>	<b>-</b>	<b>129,073.00</b>
		<b>73100 FOOD SERVICE</b>				
	73100-188	Bonus Payments	-	35,102.00		35,102.00
	73100-201	Social Security	-	2,176.00		2,176.00
	73100-204	State Retirement	-	3,127.00		3,127.00
	73100-212	Employer Medicare	-	509.00		509.00
	73100-217	Retirement-Hybrid Stabilization	-	32.00		32.00
		<b>Subtotal - 84 employees</b>	<b>-</b>	<b>40,946.00</b>	<b>-</b>	<b>40,946.00</b>
		<b>73300 COMMUNITY SERVICES</b>				
	73300-188	Bonus Payments	-	1,287.00		1,287.00
	73300-201	Social Security	3,322.00	80.00		3,402.00
	73300-204	State Retirement	3,751.00	116.00		3,867.00
	73300-212	Employer Medicare	777.00	19.00		796.00
		<b>Subtotal - 2 employees</b>	<b>7,850.00</b>	<b>1,502.00</b>	<b>-</b>	<b>9,352.00</b>
		<b>FUND BALANCE</b>				
	39000	Unassigned Fund Balance	11,251,454.00		885,287.00	10,366,167.00
		<b>Subtotal</b>	<b>11,251,454.00</b>	<b>-</b>	<b>885,287.00</b>	<b>10,366,167.00</b>
		<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>	<b>11,251,454.00</b>	<b>885,287.00</b>	<b>885,287.00</b>	<b>10,366,167.00</b>

RESOLUTION NO. 2020 12 1 12

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 21<sup>st</sup> DAY OF DECEMBER 2020.

**RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT**

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, December 21, 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 12-7-2020

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: 144 SCHOOL TRANSPORATION FUND  
 AMENDMENT NUMBER: 1  
 DATE: December 21, 2020

ORIGINAL BUDGET AMOUNT	3,854,968.00
PREVIOUS AMENDMENTS	
TOTAL	<u>3,854,968.00</u>
REQUESTED AMENDMENT	<u>44,311.00</u>
TOTAL	<u>3,899,279.00</u>

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		<b>EXPENDITURES</b>				
		A one-time bonus - 2% of the base salary with a minimum of \$400.				
		<b>72710 TRANSPORTATION</b>				
	72710-188	Bonus Payments	-	37,664.00		37,664.00
	72710-201	Social Security	107,868.00	2,335.00		110,203.00
	72710-204	State Retirement	117,830.00	3,578.00		121,408.00
	72710-212	Employer Medicare	26,371.00	546.00		26,917.00
	72710-217	Retirement-Hybrid Stabilization	7,000.00	188.00		7,188.00
		<b>Subtotal</b>	<b>259,069.00</b>	<b>44,311.00</b>	-	<b>303,380.00</b>
		<b>FUND BALANCE</b>				
	39000	Unassigned Fund Balance	1,105,397.00		44,311.00	1,061,086.00
		<b>Subtotal- 88 employees</b>	<b>1,105,397.00</b>	-	<b>44,311.00</b>	<b>1,061,086.00</b>
		<b>TOTAL EXPENDITURES and FUND BALANCE</b>	<b>1,364,466.00</b>	<b>44,311.00</b>	<b>44,311.00</b>	<b>1,364,466.00</b>

RESOLUTION NO. 2020 12 1 13

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 21<sup>st</sup> DAY OF DECEMBER 2020.

**RESOLUTION IN REF: LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached agreement for fleet vehicles, and now requests approval of said agreement by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, December 21, 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 12-7-2020

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 \_\_\_\_\_



## FLEET MANAGEMENT

### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



**FLEET MANAGEMENT**

**AMENDMENT TO MASTER EQUITY LEASE AGREEMENT**

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of December, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of December, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Hawkins County Board of Education ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Tennessee (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
Hawkins County Board of Education (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

**Resolution No. 2020/12/14**

**AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE**

**I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:  
NOTARY PUBLIC APPROVAL DURING THE DECEMBER 21, 2020 MEETING OF THE GOVERNING BODY:**

**NAME**

**HOME ADDRESS**

**BUSINESS ADDRESS**

<b>NAME</b>	<b>HOME ADDRESS</b>	<b>BUSINESS ADDRESS</b>
1. AMY Y. DORTON	1522 MAPLE HILL DR MOUNT CARMEL, TN 37645	166 MAIN ST (EASTMAN CREDIT UNION) MOUNT CARMEL, TN 37645

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**Clerk of the County of Hawkins, Tennessee**

**Date**

(Seal)