



## RESOLUTION

No. 2026/02/ 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 23rd day of February 2026.

### **RESOLUTION IN REF: AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ROGERSVILLE, TENNESSEE, FOR MUTUAL ASSISTANCE WITH MUNICIPAL AND COUNTY SERVICES**

WHEREAS, Hawkins County, Tennessee, is authorized under the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 et seq., to enter into agreements with other governmental entities for the joint exercise of powers, privileges, and authority; and

WHEREAS, Hawkins County and Rogersville, Tennessee, desire to cooperate and assist one another, as requested and approved, with certain municipal and county services, including street and road maintenance, public works, right-of-way maintenance, debris removal, and other related governmental services; and

WHEREAS, such cooperation may be necessary when either party experiences equipment failure, staffing shortages, emergencies, or other temporary needs; and

WHEREAS, the Interlocal Agreement provides that it shall not become effective unless and until approved by resolution of the governing bodies of both Rogersville and Hawkins County; and

WHEREAS, the Board of Mayor and Aldermen of Rogersville is currently reviewing the proposed Interlocal Agreement, and their approval thereof is necessary for implementation of this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HAWKINS COUNTY, TENNESSEE, AS FOLLOWS:

**1. Approval of Agreement.**

The Interlocal Agreement between the Hawkins County and the town of Rogersville, Tennessee, is hereby approved in substantially the form presented to the commission.

**2. Authorization to Execute.**

The County Mayor is hereby authorized and directed to execute the Interlocal Agreement on behalf of the board of commissioners.

**3. Effective Date.**

This Resolution shall take effect immediately upon its adoption; provided, however, that the Interlocal Agreement approved herein shall not become effective unless and until it is also approved by resolution of the governing body of Rogersville, Tennessee.

Introduced By Esq. Jason Roach, Budget Comm. Chair

ACTION: AYE NAY PASSED

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

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

Date Submitted 2-9-24

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

County Clerk  
By: Nancy A. Davis

Absent \_\_\_\_\_

Chairman \_\_\_\_\_

## **INTERLOCAL AGREEMENT**

### **BETWEEN HAWKINS COUNTY AND THE TOWN OF ROGERSVILLE, TENNESSEE**

This Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 et seq., by and between **Hawkins County, Tennessee** (“Hawkins County”), and the **Town of Rogersville, Tennessee** (“Rogersville”), and collectively referred to as the “Parties.”

#### **1. Purpose**

The purpose of this Agreement is to allow the Parties to cooperate and assist one another, as requested and approved, with certain governmental services when one Party experiences equipment failure, staffing shortages, emergencies, or other temporary needs.

#### **2. Scope of Services**

Services provided under this Agreement may include, but are not limited to, street and road maintenance; right-of-way maintenance; debris, brush, and limb removal; operation of public works equipment; and other related governmental services as may be mutually agreed.

No services shall be provided unless requested by one Party and approved by the other Party, and nothing in this Agreement shall be construed to require either Party to provide assistance.

#### **3. Term**

This Agreement shall become effective upon approval by resolution of the governing bodies of both Parties and shall remain in effect for a period of one (1) year unless earlier terminated as provided herein. This Agreement may be renewed by mutual written consent of the Parties.

#### **4. Compensation**

Unless otherwise agreed in writing, services provided pursuant to this Agreement may be provided without charge as mutual aid. Alternatively, the requesting Party may reimburse the assisting Party for actual and reasonable costs incurred, including labor, fuel, and equipment usage, as determined by the assisting Party. Any reimbursement terms may be agreed upon in advance or after services are rendered.

#### **5. Employees**

All employees of each Party shall remain at all times employees of their respective governmental entity and shall not be considered employees, agents, or servants of the other Party for any purpose.

#### **6. Liability and Indemnification**

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents. To the extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party from any claims, damages, losses, or liabilities arising out of the negligent acts or omissions of its own personnel in the performance of this Agreement. Nothing herein shall be construed as a waiver of any immunities or protections provided by the Tennessee Governmental Tort Liability Act.

## **7. Insurance**

Each Party represents that it maintains insurance or self-insurance coverage sufficient to cover its obligations under this Agreement.

## **8. Termination**

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Termination shall not affect any obligations incurred prior to the effective date of termination.

## **9. Relationship of Parties**

Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

## **11. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and may be amended only by written agreement approved by the governing bodies of both Parties.

## **12. Approval Required**

This Agreement shall not become effective until approved by resolution of the governing body of Hawkins County, Tennessee and the governing body of the Town of Rogersville, Tennessee.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officials.

### **Town of Rogersville, Tennessee**

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

John Metz, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Glenn D. Hutchens, Jr., Town Recorder

### **Hawkins County, Tennessee**

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

Mark DeWitte, County Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Nancy Davis, County Clerk



## RESOLUTION

No. 2026/02/02

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 23rd day of February 2026.

**RESOLUTION IN REF: AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT  
WITH THE TOWN OF ROGERSVILLE, TENNESSEE, FOR THE  
SUPPLY OF PREMIXED BRINE**

WHEREAS, Hawkins County, Tennessee (the county), is authorized pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 et seq., to enter into agreements with other governmental entities for the joint exercise of powers and the provision of governmental services; and

WHEREAS, Rogersville produces premixed brine in connection with its municipal street and road maintenance operations at a current cost of \$120.00 per thousand gallons; and

WHEREAS, the county, has requested that Rogersville supply premixed brine for use in parking lots and right-of-way maintenance, when such brine is available and not required for Rogersville's municipal needs; and

WHEREAS, the Hawkins County Commission finds that entering into an interlocal agreement for the supply of premixed brine, on a cost-recovery basis and with appropriate documentation and allocation of responsibility, is in the best interest of the county and its citizens;

THEREFORE, BE IT RESOLVED that:

**1. Approval of Agreement.**

The Interlocal Agreement between the Town of Rogersville, Tennessee, and the county, for the supply of premixed brine is hereby approved in substantially the form presented to the commission.

**2. Authorization to Execute.**

The County Mayor is hereby authorized and directed to execute the Interlocal Agreement on behalf of the county.

**3. Cost Recovery.**

Brine supplied pursuant to the Agreement shall be paid for on a cost-recovery basis with no markup, as determined by the Town of Rogersville, consistent with the terms of the Agreement.

**4. Effective Date.**

This Resolution shall take effect immediately upon its adoption; provided, however, that the Interlocal Agreement approved herein shall not become effective unless and until it is also approved by the governing body of the Town of Rogersville, Tennessee.

Introduced By Esq. Jason Roach, Budget Comm. Chair

ACTION: AYE    NAY    PASSED

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

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

Date Submitted 02-09-26

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

County Clerk Nancy A. Davis

Absent \_\_\_\_\_

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

**COMMITTEE ACTION**

Chairman \_\_\_\_\_



# RESOLUTION

No. 2026 / 02 / 03

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23<sup>rd</sup> Day of February, 2026.

**RESOLUTION IN REF: APPROVAL TO SURPLUS OFFICE EQUIPMENT FROM GENERAL SESSIONS**

WHEREAS, General Sessions Court has multiple years of accumulated electronic, data processing, and office equipment which are no longer functioning, obsolete and beyond useful life which were purchased with county funds; and

WHEREAS, a list of equipment and offices is attached; and

NOW, THEREFORE BE IT RESOLVED approval be given to declare the attached list of equipment as surplus and properly dispose or recycle said items. A record of same will be kept in the Mayor's office.

DESCRIPTION	VIN/SERIAL NO.	REASON
Swingline Paper Shredder	DX18-13	Does Not Work
PCS Computer	PC4770	Does Not Work
LG Computer	111471230119	Does Not Work
Lenovo Computer	J23EZY	Does Not Work
Lenovo Computer	J089VE	Does Not Work
Lenovo Computer	J89P42BOT3	Does Not Work

Introduced By Esq. Nancy Barker

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

Date Submitted 02-09-24

County Clerk Nancy Barker

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

Chairman: \_\_\_\_\_

ACTION: AYE NAY PASSED FAILED

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

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

Absent \_\_\_\_\_

Abstain \_\_\_\_\_

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



## RESOLUTION

No. 2026 / 02 / 04

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 23<sup>rd</sup> Day of February, 2026.

**RESOLUTION IN REF:** APPROVAL TO SURPLUS TWO (2) SOLID WASTE ROLL-OFF TRASH TRUCKS AND ACCEPT AN AGREEMENT WITH JM WOOD AUCTION COMPANY TO AUCTION SAID TRUCKS WITH PROCEEDS USED TO PURCHASE TWO (2) NEW ROLL-OFF TRUCKS

WHEREAS, the Solid Waste Committee recommends to the Hawkins County Board of Commissioners that (2) two solid waste roll-off trash trucks be declared surplus property. Description and quantity are as follows:

<u>QUANTITY</u>	<u>MAKE</u>	<u>VIN#</u>
1	2012 Mack 1M2 Roll-Off	1M2AX04C5CM010858
1	2024 Mack 1M2 Roll-Off	1M2GR3GC0RM042580

WHEREAS, the Solid Waste Committee also voted to recommend to full commission that the surplus trucks be sold at auction to be conducted by JM Wood Auction Company, Inc. in Montgomery, Alabama which guarantees a dollar amount less a commission fee of 7% absolute of the gross sale; and

NOW THEREFORE, BE IT RESOLVED, the listed trucks be declared surplus, taken to the auction company to sell with proceeds deposited into the Solid Waste Fund #116 for the purpose of purchasing two (2) new roll-off trash trucks with any remaining funds reserved for future truck purchases.

Introduced By Esq. Robbie Palmer  
Seconded By Esq. \_\_\_\_\_  
Date Submitted 02-09-26  
County Clerk Kenay J. Lewis  
By: \_\_\_\_\_  
Chairman: \_\_\_\_\_

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

## RESOLUTION

No. 2026/02/05

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 23rd day of February 2026.

**RESOLUTION IN REF: APPROVAL OF AN AGREEMENT BY AND BETWEEN HAWKINS COUNTY, TENNESSEE, AND EXOTICRIDGE CRYPTO COMPANY LLC ALLOWING CONSTRUCTION AND OPERATION OF A PROPOSED CRYPTO MINING OPERATION UNDER REGULATIONS PRESENTED IN THE AGREEMENT**

WHEREAS, on September 22, 2025, the Hawkins County Commission passed a resolution which would effectively ban crypto mining operations in the county; and

WHEREAS, in discussion between the parties and their attorneys it has been determined that ExoticRidge Crypto Company LLC has substantial legal rights which would likely result in legal decisions favor of them being allowed to construct and operate a crypto mining facility; and

WHEREAS, ExoticRidge Crypto Company LLC has presented the attached agreement allowing continuation of construction and subsequent operation of a crypto mining facility on a parcel at 1496 Hwy 66, Bulls Gap, TN; and

WHEREAS, ExoticRidge Crypto Company LLC is offering certain considerations to the county as outlined in the attached agreement.

THEREFORE, BE IT RESOLVED that the county legislative body directs County Mayor Mark DeWitte to sign the attached agreement on behalf of the county and take necessary steps to execute the agreement on the county's behalf.

Introduced By Esq. Larry Clonce

ACTION: AYE NAY PASSED

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

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

Date Submitted 02-09-26

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

County Clerk Maryjane Clonce

Absent \_\_\_\_\_

### COMMITTEE ACTION

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

\_\_\_\_\_

Chairman \_\_\_\_\_

\_\_\_\_\_

## AGREEMENT

This **Agreement** (this “Agreement”), dated \_\_\_\_\_, 2026, is entered into by and between Hawkins County, Tennessee (the “County”) and ExoticRidge Crypto Company LLC (“ExoticRidge”), collectively referred to as the “Parties.”

## BACKGROUND

A. On September 22<sup>nd</sup>, 2025, the Hawkins County Commission (the “Commission”) adopted resolution referred to as Out of Order 2025/09/02 to establish a ban on cryptocurrency mining and data center facilities in the County (the “Ban”). The Commission relied on T.C.A. §§ 6-2-201(22) and (23) (collectively, the “County Powers Act”) in its action.

B. The County Powers Act is limited in application by court decisions and statutory laws relating to variances and nonconforming uses applicable to zoning ordinances and land use controls (see, T.C.A. § 5-1-118(c)(3)) and (i) Tennessee courts have determined that rights vest when “substantial construction or substantial liabilities are incurred” (see, *State ex rel. SCA Chemical Waste Services, Inc. v. Konigsberg*, 636 S.W. 2d 430, 437 (Tenn. 1982)) and (ii) the Tennessee General Assembly has explicitly affirmed the “interests of property owners to use their property as they see fit and free from the threat of interference from potential local regulation...” (see, T.C.A. § 29-43-101).

C. ExoticRidge planned and has initiated development of a small-scale, off-grid Bitcoin mining facility (the “ExoticRidge Facility”) on a parcel at 1496 Hwy 66, Bulls Gap, Tennessee, utilizing ethane that is a byproduct of the natural gas liquids fractionation plant situated on the same property (the “Plant”).

D. Prior to adoption of the Ban, the County held itself out as a “Constitutional Sanctuary” (see, resolution 2023/09/03, as amended), emphasizing that it does not issue building permits and does not have any zoning restrictions or code enforcement (see, [hawkinscountytn.gov](http://hawkinscountytn.gov)).

E. In May 2025, ExoticRidge took delivery of two natural gas generators at the ExoticRidge Facility site, with the respective generators intended to make up the electric generation for its initial deployment. ExoticRidge subsequently filed for the requisite construction permit application with the Tennessee Department of Environment and Conservation Division of Air Pollution Control (“TDEC”), which TDEC determined to be complete as of September 15<sup>th</sup>, 2025. (Initial filing made on or about August 1, 2025). The permit was issued January 7<sup>th</sup>, 2026. ExoticRidge has taken substantial steps beyond acquisition of its initial generators and incurred significant expense related to the ExoticRidge Facility in reliance of the County’s then-existing regulatory framework.

F. The Parties desire to resolve all matters related to the continued development and operation of the ExoticRidge Facility through a mutually acceptable agreement without the need for litigation.

Accordingly, the Parties agree as follows:

1. **Acknowledgement of Vested Rights.** The County acknowledges that ExoticRidge, based on substantial expenditures and project commitments incurred, and filing of its air quality construction permit with TDEC, predating the Ban's effective date and said permit having been issued by TDEC, has a vested right to construct and operate its cryptocurrency mining facility at the Bulls Gap location.

2. **Authorization to Construct and Operate.** ExoticRidge is authorized to proceed with construction, installation, and operation of the planned ExoticRidge Facility, subject to the operational conditions set forth in this Agreement.

3. **Noise Limitation.**

a. **Operational Standard.** The ExoticRidge Facility shall not exceed 80 dBA at the property line (such property detailed in Exhibit A to this Agreement) for more than 30 minutes during any four-hour period, as confirmed by verifiable comprehensive monitoring.

b. **Testing Requirements.**

i. ExoticRidge shall install and maintain sound monitoring equipment at a fixed location to continuously monitor and record sound levels. The readings from the monitoring equipment shall be available for review upon request through the County Mayor's office and submitted to the County Mayor's office within two business days following a request for review.

ii. In the event (A) the County or (B) a landowner of, or individual residing on a property that lies within 250 feet of the ExoticRidge Facility, submits reasonable evidence that the ExoticRidge Facility exceeds the operational limitation of Paragraph 3.a., ExoticRidge shall obtain a sound measurement from a qualified third-party demonstrating compliance. However, ExoticRidge shall not be required to obtain more than two sound measurements required pursuant to this Paragraph 3.b.ii. each calendar quarter.

c. **Remedies.** Should measurements obtained by a qualified third party demonstrate non-compliance beyond the permitted operational limitation, ExoticRidge shall take commercially reasonable corrective measures to meet the operational requirement detailed in Paragraph 3.a. Upon completion of its corrective measures, ExoticRidge may restart its mining operation during any daylight period while taking sound measurements to ensure compliance. If the corrective measures cannot meet the operational requirement detailed in Paragraph 3.a., all mining operations shall cease until compliance with the respective operational requirement may be achieved.

**4. No Noise Ordinance Required.** ExoticRidge's agreement to the operational standard detailed in Paragraph 3.a. does not obligate the County to enact a separate noise ordinance. Compliance with and enforcement of this Agreement alone will satisfy the County's requirements with respect to noise control for the ExoticRidge Facility.

**5. No Waiver of County Authority.** Nothing in this Agreement will be construed as a waiver of the County's general governmental authority under state law, except as expressly limited herein. This Agreement resolves only the matters specific to ExoticRidge's vested rights and project operations at the ExoticRidge Facility.

**6. Reciprocal Forbearance.** As mutual consideration for this Agreement, Hawkins County, and its representatives, will forbear from any and all attempts to enforce of the ordinance created by the Ban or the Ban itself against ExoticRidge's operation of the ExoticRidge Facility. ExoticRidge will forbear from seeking legal action against Hawkins County regarding the validity of the Ban.

**7. Mutual Cooperation.** The Parties have cooperated in the preparation of this Agreement, and it may not be interpreted or construed against or in favor of any party by virtue of the identity, interest, or affiliation of its preparer.

**8. Severability.** If for any reason any provision of this Agreement that is not material to the purpose contemplated by it is determined to be invalid and illegal or unenforceable, the invalidity shall not impair the operation of or affect those portions of this Agreement that are not determined to be invalid.

**9. Integration.** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior negotiations, agreements, and understandings between the Parties.

**10. Assignees.** The provisions, rights, and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors, and assigns.

**11. Binding Effect.** This Agreement insures to the benefit of, and is binding upon, the Parties and their respective successors and assigns.

**12. Authority.** Each Party warrants to the other that it is authorized and validly executed and delivered this Agreement, and it is a valid and binding agreement of it, enforceable against it in accordance with its terms.

**13. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, excluding its conflicts of laws principles, save and except to the extent that federal law may govern. To the extent that a party to this Agreement desires to file or assert any claim to enforce this Agreement's terms, such actions shall be litigated exclusively in the federal or state courts located in the State of Tennessee having jurisdiction for Hawkins County, Tennessee.

**14. Counterparts.** This Agreement may be executed electronically and in counterparts, each of which will constitute an original, but both of which, when taken together, will constitute one and the same instrument.

To evidence their agreement to this Agreement, the Parties have executed and delivered it on the date contained in the preamble.

**EXOTICRIDGE CRYPTO COMPANY LLC**

By: \_\_\_\_\_  
William Daugherty  
CEO

**HAWKINS COUNTY**

By: \_\_\_\_\_  
Mark DeWitte  
Mayor

RESOLUTION NO.

2024 / 02 / 06

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23rd DAY OF FEBRUARY, 2026.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND**

The following budget amendments are being requested as listed below:

INTRODUCED BY: Jason Roach, Bdgt Comm. Chrmn

#### ESTIMATED COST

SECONDED BY:

PAID FROM GENERAL FUND

**ACTION:**

AYE \_\_\_\_\_ NAY \_\_\_\_\_

DATE SUBMITTED 02-09-2013

## ROLL CALL

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DATE SUBMITTED 02-09-26  
COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE

BY: *President Obama*

ABSENT

APPROVED  DISAPPROVED

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**CHAIRMAN:**

**Budget Amendment: General Fund  
County Commission Meeting  
Date: February 23, 2026**

Page 2

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
	<b>OTHER GENERAL ADMIN</b>				
	<b>Increase Expenditure</b>		<b>Increase</b>		
51900-599	Other Charges	2,369.00	1,396.00		3,765.00
	<b>Decrease Expenditure/Fund Balance</b>			<b>Decrease</b>	
39000	Undesignated Fund Balance	9,932,047.00		(1,396.00)	9,930,651.00
	<b>Sub-total Expenditures/Fund Balance</b>	<b>\$ 9,934,416.00</b>	<b>1,396.00</b>	<b>(1,396.00)</b>	<b>9,934,416.00</b>
	The above increase in Other Charges is to cover the cost of clearing back taxes on delinquent properties acquired by the county. The funding will come from fund balance.				
	<b>CLERK AND MASTER</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
53400-399	Other Contracted Services	1,818.00	70.00		1,888.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
53400-435	Office Supplies	5,100.00		(70.00)	5,030.00
	<b>Sub-total Expenditures</b>	<b>\$ 6,918.00</b>	<b>70.00</b>	<b>(70.00)</b>	<b>6,918.00</b>
	The above increase in Other Contracted Services was needed for the Clerk and Master to pay tax filing fees. The funding will come from a transfer within the Clerk and Master Budget. No new money.				
	<b>INSURANCE</b>	<b>Current Budget</b>			<b>Amended Budget</b>
	<b>Increase Expenditure</b>		<b>Increase</b>		
51800-207	Medical Insurance	29,988.00	23,200.00		53,188.00
52310-207	Medical Insurance	29,909.00	3,700.00		33,609.00
54490-207	Medical Insurance	13,094.00	2,500.00		15,594.00
55110-207	Medical Insurance	21,220.00	6,900.00		28,120.00
	<b>Decrease Expenditures</b>			<b>Decrease</b>	
58600-207	Medical Insurance	125,000.00		(36,300.00)	88,700.00
	<b>Sub-total Expenditures</b>	<b>\$ 219,211.00</b>	<b>36,300.00</b>	<b>(36,300.00)</b>	<b>219,211.00</b>
	The above increase in the various insurance lines is to cover the cost of changing medical needs throughout the year. The funding will come from a transfer planned for changes of circumstances. No new money.				
		<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Amended Budget</b>
	<b>Page Totals - Expenditures/Fund Balance</b>	<b>\$ 10,160,545.00</b>	<b>\$ 37,766.00</b>	<b>\$ (37,766.00)</b>	<b>\$ 10,160,545.00</b>

RESOLUTION NO.

2026/02/07

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23rd DAY OF FEBRUARY, 2026.

**RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL CAPITAL PROJECTS FUND**

The following budget amendments are being requested as listed below:

INTRODUCED BY: Jason Roach, Bdgt Comm. Chrmn

**ESTIMATED COST**

SECONDED BY:

PAID FROM GENERAL CAPITAL PROJECTS FUND

## ACTION:

DATE SUBMITTED 02-09-21

## ROLL CALL

\_\_\_\_\_

COUNTY CLERK: NANCY A. DAVIS

## VOICE VOTE

BY: Alencia D. Chaves

ABSENT

1. *Leucosia* (L.) *leucosia* (L.)

**COMMITTEE ACTION:**

APPROVED  DISAPPROVED

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**CHAIRMAN:**

RESOLUTION NO. 2026 / 02 / 08

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23<sup>rd</sup> DAY OF FEBRUARY 2026.

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

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, February 23, 2026, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Vice-Chairman Budget Committee	Estimated Cost: _____	
Seconded by Esq. _____	Paid From _____ Fund	
ACTION: Aye _____ Nay _____ Abstain _____	Date Submitted <u>02-09-26</u>	
Roll Call _____	County Clerk: Nancy A. Davis	
Voice Vote _____	By: <u>Nancy A. Davis</u>	
Absent _____		
COMMITTEE ACTION:	APPROVED	DISAPPROVED

CHAIRMAN: \_\_\_\_\_

FUND: 141 GENERAL PURPOSE SCHOOL FUND

AMENDMENT NUMBER: 5

DATE: February 23, 2026

ORIGINAL BUDGET AMOUNT	69,117,224.00
PREVIOUS AMENDMENTS	6,570,633.83
TOTAL	75,687,857.83
REQUESTED AMENDMENT	164,361.54
TOTAL	75,852,219.37

	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
						EXPENDITURES
1	To budget a grant for the music programs for Bulls Gap, Carters Valley and Surgoinsville Middle School.					
		71100 REGULAR INSTRUCTION PROGRAM				
	71100-722-DONGR	Instructional Equipment	-	15,000.00		15,000.00
	44570-DONGR	Contributions and Gifts		15,000.00		
2	To budget a TVA stem grant for various schools.					
		71100 REGULAR INSTRUCTION PROGRAM				
	71100-429-TVAGR	Instructional Supplies and Materials		13,425.00		13,425.00
	71100-790-TVAGR	Instructional Equipment		12,075.00		12,075.00
				25,500.00		
	44570-TVAGR	Contributions and Gifts		25,500.00		
3	To budget a grant for the Grow Your Own program.					
		72210 REGULAR INSTRUCTION PROGRAM				
	72210-599-GYO	Other Charges	28,362.00	2,500.00		30,862.00
	44570-GYO	Contributions and Gifts		2,500.00		2,500.00
4	To budget a health services grant for mobile nurse bags and supplies.					
		72120 HEALTH SERVICES				
	72120-499-DONGR	Other Supplies and Materials	-	2,500.00		2,500.00
	44570-DONGR	Contributions and Gifts		2,500.00		
5	To budget a community reinvestment healthier schools grant.					
		72120 HEALTH SERVICES				
	72120-599-CSH	Other Charges	-	1,200.00		1,200.00
	72120-790-CSH	Other Equipment	-	4,800.00		4,800.00
				6,000.00		
	44570	Contributions and Gifts		6,000.00		
6	To budget a donation grant from Utrust.					
		71100 REGULAR INSTRUCTION PROGRAM, 72120 HEALTH SERVICES, 72210 REGULAR INSTRUCTION PROGRAM, 72310 BOARD OF EDUCATION, 72520 HUMAN SERVICES/PERSONNEL, 76100 REGULAR CAPITAL OUTLAY				
	71100-429-MINGR	Instructional Supplies and Materials	-	7,500.00		7,500.00
	71100-722-MINGR	Instructional Equipment	-	7,500.00		7,500.00
	72120-499-UTRUS	Other Supplies and Materials	-	1,100.00		1,100.00
	72210-499-UTRUS	Other Supplies and Materials	-	750.00		750.00
	72210-599-GYOP	Other Charges	-	1,000.00		1,000.00
	72210-790-UTRUS	Other Equipment	-	4,000.00		4,000.00
	72310-599-UTRUS	Other Charges	-	650.00		650.00
	72520-599-UTRUS	Other Charges	-	4,100.00		4,100.00
	76100-707-UTRUS	Building Improvements	-	2,500.00		2,500.00
				29,100.00		
	44570-UTRUS	Contributions and Gifts	-	29,100.00		29,100.00
7	To amend the Innovative School Models Grant.					
		71100 REGULAR INSTRUCTION PROGRAM, 71300 VOCATIONAL EDUCATION PROGRAM, 72230 VOCATIONAL EDUCATION PROGRAM, 72710 TRANSPORTATION				
	71100-722-ISM	Regular Instruction Equipment	27,396.86		3,250.35	24,146.51
	71300-116-ISM	Teachers	200,887.03		8,673.89	192,213.14
	71300-189-ISM	Other Salaries and Wages	38,594.01		38,594.01	-
	71300-201-ISM	Social Security	14,845.82		2,392.81	12,453.01
	71300-204-ISM	Pensions	17,574.65		2,628.22	14,946.43
	71300-206-ISM	Life Insurance	627.45		72.03	555.42
	71300-212-ISM	Employer Medicare	3,472.44		559.58	2,912.86

	71300-471-ISM	Software	53,095.75	7,373.75		60,469.50
	71300-730-ISM	Vocational Instruction Equipment	516,821.75		24,000.00	492,821.75
	72230-189-ISM	Other Salaries and Wages	64,999.97	42,569.52		107,569.49
	72230-201-ISM	Social Security	1,208.97	2,639.35		3,848.32
	72230-204-ISM	Pensions	1,365.00	2,898.98		4,263.98
	72230-206-ISM	Life Insurance	72.03	72.03		144.06
	72230-212-ISM	Employer Medicare	942.48	617.26		1,559.74
	72710-729-ISM	Transportation Equipment	140,400.00	24,000.00		164,400.00
				<b>80,170.89</b>	<b>80,170.89</b>	
8	To budget donations received for Family Resource Center.					
	<b>73300 COMMUNITY SERVICES</b>					
	73300-499-FRC-DON	Other Supplies and Materials	12,934.00	<b>6,639.54</b>		19,573.54
	44570-FRC-DON	Contributions and Gifts	7,200.00	<b>6,639.54</b>		13,839.54
9	To allocate funds for General Purpose Special Education to reimburse the Transition School to Work grant due to changes in personnel.					
	<b>71200 SPECIAL EDUCATION PROGRAM, 72220 SPECIAL EDUCATION PROGRAM</b>					
	71200-116	Teachers	3,017,230.00		14,000.00	3,003,230.00
	72220-189	Other Salaries and Wages	-	1,700.00		1,700.00
	72220-201	Social Security	37,733.00	105.00		37,838.00
	72220-204	Pensions	37,417.00	138.00		37,555.00
	72220-207	Medical Insurance	80,284.00	12,032.00		92,316.00
	72220-212	Employer Medicare	8,825.00	25.00		8,850.00
				<b>14,000.00</b>	<b>14,000.00</b>	
10	To amend under-estimated accounts and correct the original budget.					
	<b>72130 OTHER STUDENT SUPPORT, 72210 REGULAR INSTRUCTION PROGRAM, 72520 HUMAN SERVICES/PERSONNEL</b>					
	<b>72620 MAINTENANCE OF PLANT</b>					
	72130-322	Evaluation and Testing	123,738.00	13,988.00		137,726.00
	72130-399	Other Contracted Services	39,690.00	20,000.00		59,690.00
	72210-790	Other Equipment	46,500.00	22,834.00		69,334.00
	72520-399	Other Contracted Services	11,364.00	19,500.00		30,864.00
	72620-355	Travel	-	800.00		800.00
				<b>77,122.00</b>	<b>-</b>	
	46510	TISA	47,558,850.00	<b>77,122.00</b>		47,635,972.00
11	To correct the budget due to object code 127 no longer being used in the chart of accounts.					
	<b>71100 REGULAR INSTRUCTION PROGRAM, 72130 OTHER STUDENT SUPPORT, 72210 REGULAR INSTRUCTION PROGRAM</b>					
	<b>72410 OFFICE OF THE PRINCIPAL</b>					
	71100-189	Other Salaries and Wages	350,200.00	12,000.00		362,200.00
	71100-127	Career Ladder Extended Contracts	12,000.00		12,000.00	-
	72130-189	Other Salaries and Wages	-	2,950.00		2,950.00
	72130-189-CRREC	Other Salaries and Wages	-	8,700.00		8,700.00
	72130-127	Career Ladder Extended Contracts	11,650.00		11,650.00	-
	72210-189	Other Salaries and Wages	705,641.00	2,800.00		708,441.00
	72210-127	Career Ladder Extended Contracts	2,800.00		2,800.00	-
	72410-189	Other Salaries and Wages	343,140.00	6,000.00		349,140.00
	72410-127	Career Ladder Extended Contracts	6,000.00		6,000.00	-
				<b>32,450.00</b>	<b>32,450.00</b>	
12	To amend the CTE Expansion Projects funds.					
	<b>76100 REGULAR CAPITAL OUTLAY, 71300 VOCATIONAL EDUCATION PROGRAM</b>					
	76100-304-CTEEX	Architect Fees	-	14,904.66		14,904.66
	76100-399-CTEEX	Other Contracted Services	-	125,000.00		125,000.00
	71300-429-CTEEX	Instructional Supplies	-	25,793.67		25,793.67
	71300-730-CTEEX	Vocational Instruction Equipment	-	30,000.00		30,000.00
	76100-706-CTEEX	Building Improvements	2,399,359.90		195,698.33	2,203,661.57
				<b>195,698.33</b>	<b>195,698.33</b>	
	<b>TOTAL EXPENDITURES</b>			<b>486,680.76</b>	<b>322,319.22</b>	
	<b>TOTAL REVENUES</b>			<b>164,361.54</b>		

RESOLUTION NO. 2026/02/09

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23<sup>RD</sup> DAY OF FEBRUARY 2026.

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

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

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, February 23, 2026, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Vice-Chairman Budget Committee	Estimated Cost: _____	
Seconded by Esq. _____	Paid From _____ Fund	
ACTION: Aye _____ Nay _____ Abstain _____	Date Submitted <u>02-09-26</u>	
Roll Call _____	County Clerk: Nancy A. Davis	
Voice Vote _____	By: <u>Nancy A. Davis</u>	
Absent _____		
COMMITTEE ACTION:	APPROVED	DISAPPROVED

CHAIRMAN: \_\_\_\_\_

FUND: 144 SCHOOL TRANSPORATION FUND

AMENDMENT NUMBER: 3

Date: February 23, 2026

ORIGINAL BUDGET AMOUNT	4,836,664.00
PREVIOUS AMENDMENTS	276,888.00
TOTAL	5,113,552.00
REQUESTED AMENDMENT	22,197.24
TOTAL	5,135,749.24

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
1		To budget insurance recovery funds for Bus #106.				
		<b>72710 TRANSPORTATION</b>				
72710-338		Maintenance & Repair Services-Vehicles	41,414.00	<b>22,197.24</b>		63,611.24
49700		Insurance Recovery		<b>22,197.24</b>		
		<b>TOTAL EXPENDITURES</b>		<b>22,197.24</b>		
		<b>TOTAL REVENUES</b>		<b>22,197.24</b>		

RESOLUTION NO. 2026 / 02 / 10

TO THE HONORABLE MARK DEWITTE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23<sup>rd</sup> DAY OF FEBRUARY 2026.

**RESOLUTION IN REF: EDUCATION CAPITAL PROJECTS FUND BUDGET AMENDMENT**

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Education Capital Projects 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, February 23, 2026, go on record as passing this resolution.

Introduced by Esq. Josh Gilliam Vice-Chairman Budget Committee	Estimated Cost: _____	
Seconded by Esq. _____	Paid From _____ Fund	
ACTION: Aye      Nay      Abstain	Date Submitted <u>02-09-26</u>	
Roll Call      _____      _____      _____	County Clerk: Nancy A. Davis	
Voice Vote      _____      _____      _____	By: <u>Nancy A. Davis</u>	
Absent      _____      _____      _____		
COMMITTEE ACTION:	APPROVED	DISAPPROVED
_____	_____	_____

CHAIRMAN: \_\_\_\_\_

FUND: 177 EDUCATION CAPITAL PROJECTS FUND

AMENDMENT NUMBER: 3

DATE: February 23, 2026

ORIGINAL BUDGET AMOUNT	570,013.00
PREVIOUS AMENDMENTS	10,369,182.30
TOTAL	10,939,195.30
REQUESTED AMENDMENT	-
TOTAL	10,939,195.30

DESC CODE	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
1		To reallocate the remainder of the ARPA funds.				
		<b>91300 EDUCATION CAPITAL PROJECTS</b>				
91300-304-ARPA	Architects		-	402.00		402.00
91300-730-ARPA	Vocational Instruction Equipment		402.00		402.00	-
		<b>TOTAL EXPENDITURES</b>		402.00	402.00	
		<b>TOTAL REVENUES</b>				

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

Resolution No. 2026/02/11

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 FEBRUARY 23, 2026, MEETING OF THE GOVERNING BODY:**

NAME

**HOME ADDRESS**

**BUSINESS ADDRESS**

(Seal)

Clerk of the County of Hawkins, Tennessee

Date