

MINUTES

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 22, 2014

BE IT REMEMBERED, that the Board of Commissioners for Monroe County, Tennessee, was begun and held at the Courthouse in Madisonville, Tennessee, in Regular Session, April 22, 2014 at 7:00 P.M. Present and presiding was Wanda Alexander, Chairperson, and the following Commissioners were present and answered roll call.

FIRST DISTRICT

Wanda Alexander
Marty Allen
Bennie Moser

SECOND DISTRICT

Bill Bivins
Richard Kirkland
Judy Lee

THIRD DISTRICT

Harold Hawkins
Bill Shadden
Roger Thomas

ALSO PRESENT, were Mayor Tim Yates, County Clerk, Larry C. Sloan, Finance Director, Elizabeth Hicks & County Attorney, Jerome Melson. The Board of Commissioners was officially opened by the Sheriff. The invocation was given by the Mayor. The Pledge of Allegiance to the Flag was led by the Chairperson.

422-1 BOARD OF COMMISSIONERS MINUTES FOR MARCH 25 2014

There being no exceptions to the Board of Commissioners Minutes for March 25 2014, it was moved by Commissioner THOMAS, seconded by Commissioner KIRKLAND, that these minutes be approved as presented. Motion carried. Aye 9 Nay 0

422-2 THRU 422-17 DEPARTMENTAL QUARTERLY REPORTS

It was moved by Commissioner LEE, seconded by Commissioner MOSER, that the following departmental quarterly reports be approved as presented. Motion carried. Aye 9 Nay 0

- 422-2 Mayor Quarterly Report
- 422-3 Director of Finance Report
- 422-4 Ambulance Service Quarterly Report-**NO REPORT**
- 422-5 Archives Quarterly Report
- 422-6 Building Permits Quarterly Report
- 422-7 Circuit Court Quarterly Report
- 422-8 Clerk & Master Quarterly Report
- 422-9 County Clerk Quarterly Report
- 422-10 Director of Economic Development Quarterly Report
- 422-11 GIS Directors Report
- 422-12 Register of Deeds Quarterly Report
- 422-13 Service Officer Quarterly Report
- 422-14 Sheriffs Dept Quarterly Report
- 422-15 Solid Waste Quarterly Report
- 422-16 Tourism Quarterly Report
- 422-17 Trustee Monthly Report

422-18 NOTARY PUBLIC APPLICATIONS

It was moved by Commissioner ALLEN, seconded by Commissioner BIVINS, that the following notary public applications be approved as presented. Motion carried. Aye 9 Nay 0

- Will Bowers
- Jan J. Broyles
- Joni V. Jinks
- Janet Lynn Martin
- Zachary T. Presley
- Sharon Raper

Anna R. Schenck
Brittany D. White

RESOLUTION NO. 422-19

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, April 22, 2014 that the following amendment for the Register of Deeds Data Processing, be made in the County General Fund Budget for the Fiscal Year 2013-2014.

Decrease Reserve

101 -34510-RCSYS	Restricted for General Government	\$ 7,200.00
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Increase Expenditures

101-51600-719	Office Equipment	\$ 7,200.00
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PASSED, this 22nd day of April 2014.

It was moved by Commissioner THOMAS, seconded by Commissioner HAWKINS, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

MONROE COUNTY BOARD OF EDUCATION
RECAPITULATION OF BUDGET AMENDMENTS

Tuesday, April 22, 2014

Resolution # 422-20

BOE Amendment #0411-01	\$	113,601.00
General Purpose Schools, Special Ed		
Increase Medical Insurance to cover expenses due to staff changes		

Resolution # 422-20A

BOE Amendment #0411-02		\$15,366.54
General Purpose Schools, Special Ed Bus Driver		
Increase Medical Insurance to cover expenses due to staff changes		

PASSED, this 22nd day of April 2014.

It was moved by Commissioner SHADDEN, seconded by Commissioner MOSER, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

RESOLUTION NO. 422-21

**A RESOLUTION AUTHORIZING A DONATION FROM A CONCERNED
CITIZEN FOR DEPOSIT IN THE DRUG ENFORCEMENT FUND**

WHEREAS, the Monroe County Sheriff's Department has received a donation in the amount of \$500.00 from a concerned citizen to be deposited in the Drug Enforcement Fund, and

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Legislative Body meeting in regular session at Madisonville, Tennessee, on this the 22nd day of April, 2014, that

The Monroe County Legislative Body hereby accepts the Drug Enforcement Fund donation in the amount of \$500.00 from a concerned citizen and also instructs the Monroe County Director of Finance to properly receipt and commit the donation to the Drug Enforcement Fund.

PASSED, this 22nd day of April, 2014.

It was moved by Commissioner THOMAS, seconded by Commissioner HAWKINS, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

RESOLUTION NO. 422-21A

**A RESOLUTION TO RESCIND AN ITEM DECLARED
AS SURPLUS PROPERTY AND TRANSFER IT TO
ANOTHER MONROE COUNTY DEPARTMENT**

WHEREAS, Monroe County has authority to declare items as surplus that are no longer deemed necessary or adequate to properly perform the duties of county government as prescribed by law; and

WHEREAS, the Monroe County Highway Department requested the County Commission to declare at its March 25th, 2014 County Commission Meeting a Coats Tire Changer as surplus and advertise it for sale, and

WHEREAS, Highway Superintendent Steve Teague requests approval to remove this item from the surplus list submitted and transfer ownership to the Monroe County Sheriffs Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, TENNESSEE, MEETING IN REGULAR SESSION THIS 22nd DAY of APRIL, 2014, that this Commission hereby approve the transfer of this equipment to the Monroe County Sheriffs Department by agreed collective consent of the respective department head, Director of Finance and the County Commission

APPROVED, this 22nd of April 2014.

It was moved by Commissioner HAWKINS, seconded by Commissioner THOMAS, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

RESOLUTION 422-21B

BE IT HEREBY RESOLVED that the Monroe County Board of County Commissioners, meeting in regular session this 22nd day of April, 2014, does hereby approve the Annual Financial Report of Monroe County, Tennessee as audited by the State of Tennessee Comptroller's Office. This complete audit is available on the Web Site of the State of Tennessee Comptroller's Office, State and Local Government Audit Division. County Commissioners have received a Summary of the Audit Results from the State and Local Government Audit Division.

APPROVED, this 22nd day of April 2014.

It was moved by Commissioner HAWKINS, seconded by Commissioner THOMAS, that this Resolution be approved as presented. Aye 9 Nay 0

RESOLUTION NO. 422-21C

**A RESOLUTION OF MONROE COUNTY ESTABLISHING
FINANCE DEPARTMENT POLICY AND PROCEDURE RELATING TO
REQUIREMENT FOR PURCHASE ORDER**

WHEREAS, it is in the best interests of the citizens of Monroe County, Tennessee, that the disbursement of public funds be appropriately documented, and

WHEREAS, the Monroe County Finance Department has made a recommendation to adopt a specific policy and procedure to govern the processing of invoices received from vendors by the Monroe County Finance Department; and

WHEREAS, it is necessary that all departments of the Monroe County, Tennessee government abide by and ascribe to a uniform policy respecting the acquisition and payment of goods and services from vendors with whom Monroe County does business; and

NOW, THEREFORE, BE IT RESOLVED, that Monroe County, acting by and through the Monroe County Commission, does hereby adopt the policy hereinbelow set forth and to be effective June 1, 2014, in order to establish a uniform standard applicable to all departments of the Monroe County Government in appropriately incurring and documenting the disbursement of public funds:

1. All vendors must obtain or already have a purchase order or a contract on file with the Finance Department.
2. All vendor invoices submitted to the Finance Department for payment will be crosschecked for a purchase order or contract on file prior to being processed for payment.
3. Any vendor invoice received for payment by the Finance Department that does not have a purchase order or contract on file will be returned and the same shall not be paid by Monroe County Finance Department.

DULY PASSED AND APPROVED this 22nd Day of April, 2014.

It was moved by Commissioner LEE, seconded by Commissioner THOMAS, that this Resolution be approved as presented. Motion carried on roll call.
Aye 9 Nay 0

RESOLUTION 422-22

Resolution authorizing submission of an application for a Litter and Trash collecting Grant for FY 2014-2015 from the Tennessee Department of Transportation and authorizing the acceptance of said Grant.

WHEREAS, the Monroe County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation and,

WHEREAS, the contract for the Grant for FY 2014-2015 will impose certain legal obligations upon Monroe County.

THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Monroe County is authorized to apply on behalf of Monroe County for a Litter and Trash Collection Grant for FY 2014-2015 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, and the Monroe County Commission, the County Mayor of Monroe County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Monroe County.

Approved at the regularly held meeting on the 22nd day of April, 2014.

It was moved by Commissioner HAWKINS, seconded by Commissioner KIRKLAND, that this Resolution be approved as presented. Aye 9 Nay 0

RESOLUTION 422-23

**TO ESTABLISH AN AUDIT COMMITTEE
FOR MONROE COUNTY**

WHEREAS, Tennessee Code Annotated (T.C.A.) Section 9-3-405, encourages county governments to establish an independent Audit Committee, and provides that the Tennessee Comptroller of the Treasury (Comptroller) may require an Audit Committee in counties that (1) are in noncompliance with the accounting and financial reporting standards required by the Governmental Accounting Standards Board or (2) have recurring findings

from the annual audit for three or more consecutive years that are determined by the Comptroller's office to be a material weakness in internal control or material noncompliance with government auditing standards; and

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

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

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

NOW THEREFORE BE IT RESOLVED by the County Commission of Monroe County, meeting this 22 day of April, 2014, that:

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

SECTION 2. The Audit Committee will consist of 3 members [no fewer than three members], to be comprised of members of the County Commission, citizens of Monroe County, or a combination of both. To insure the committee's independence and effectiveness, no Audit Committee member will be an elected official (with the exception of elected county commissioners), employee, spouse of an official/employee, or person that commingles assets with an official/employee of Monroe County. While committee members need not be accountants, they should possess sufficient knowledge and experience in finance, business, and accounting to discharge the committee's duties. The members of the Audit Committee shall be appointed by the County Commission to staggered 3 year terms. To establish staggered terms, the initial members of the committee shall be appointed so that two thirds of the members serve 3 year terms and one third serve 1 year terms. Thereafter all members shall be appointed to serve 3 year terms.

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

- (1) Items deemed not subject to public inspection under T.C.A. §§ 10-7-503 and 10-7-504, and all other matters designated as confidential or privileged;

- (2) Current or pending litigation and pending legal controversies;
- (3) Pending or ongoing audits or audit related investigations;
- (4) Information protected by federal law; and
- (5) Matters involving the reporting of illegal, improper, wasteful, or fraudulent activity under T.C.A. § 9-3-406, where the informant has requested anonymity.

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

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

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

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

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

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

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

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

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

Adopted this 22 day of April, 2014.

It was moved by Commissioner MOSER, seconded by Commissioner SHADDEN, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

422-24

TIM YATES

MONROE COUNTY MAYOR

**Fiscal Strength and Efficient Government
Three Star Program requirements**

This document confirms that Monroe County has taken the following actions in accordance with the requirements of the Three Star Program:

The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.

The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Monroe County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Monroe County Commission present at the meeting held on the 15th day of December 2011

- Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that the requirement that an annual cash flow forecast be prepared for the appropriate fund and submitted to the Comptroller's office was reviewed with the members of the Monroe County Commission present at the meeting held on the 22nd day of April 2014.

- Minutes of this meeting have been included as documentation of this agenda item.

Acknowledged this 22nd day of April 2014.

It was moved by Commissioner ALLEN, seconded by Commissioner BIVINS, that this Resolution be approved as presented. Aye 9 Nay 0

MONROE COUNTY, TENNESSEE
(a Tennessee governmental corporation)

TO

**THE EMERGENCY COMMUNICATIONS DISTRICT
OF MONROE COUNTY, TENNESSEE**
(a Tennessee public nonprofit corporation)

LEASE

DATED AS OF MAY 1, 2014

**This instrument prepared by:
BASS, BERRY & SIMS PLC (GMM)
Suite 1700
900 S. Gay Street
Knoxville, Tennessee 37902**

LEASE

This Lease (this "Lease") is made and entered into as of the 1st day of May , 2014, by and between MONROE COUNTY, TENNESSEE, a Tennessee governmental corporation ("Lessor") and THE EMERGENCY COMMUNICATIONS DISTRICT OF MONROE COUNTY, TENNESSEE, a public nonprofit corporation organized and existing under the laws of the State of Tennessee ("Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of that certain parcel of property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Lessee is a public nonprofit corporation and a public instrumentality of the Lessor, and is authorized under Sections 7-86-101 et seq., Tennessee Code Annotated, as amended (the "Act"), to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for the public purpose of maintaining an emergency communication system; and

WHEREAS, Lessor desires to Lease to Lessee, and Lessee desires to Lease from Lessor a portion of the Property described on Exhibit B attached hereto (the "Leased Property"); and

WHEREAS, the parties have agreed that Lessor will lease the Lease Property to Lessee subject to the terms of this Lease;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings set forth herein, the parties hereby agree as follows:

1. Premises. Term and Rent. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Leased Property. Subject to the provisions hereof, the term of this Lease shall begin on the date hereof and shall end on the 40th anniversary of such date. The annual rental payable hereunder shall be \$1.00, payable in advance, on the date hereof and on or before the first (1st) day of each November thereafter, without demand, to Lessor at the address set forth hereafter. Lessor acknowledges that Lessee has paid all rent payable hereunder in advance on the date hereof.

2. Taxes. Lessee shall be responsible for all real estate taxes and special assessments levied upon Lessor's interest in and to the Leased Property attributable to the period covered by this Lease to the extent such taxes or assessments are lawfully due and payable. Lessee shall pay all such taxes and assessments directly to the appropriate officer of the taxing authority before they become delinquent.

3. Maintenance: Insurance: Utilities. Lessee shall be responsible for maintaining and repairing the Leased Property. Lessee will keep the Leased Property, including any improvements hereinafter existing thereon, in good repair and clean condition, reasonable wear and tear and damage by fire or other casualty or condemnation excepted.

Lessee shall maintain property insurance with respect to the Leased Property.

Lessee will pay all bills for electricity, natural gas, water, and other utilities serving the Leased Property.

4. Fire or Other Casualty. If any improvements on the Leased Property should be damaged or destroyed by fire or other casualty, Lessee shall have no obligation whatsoever to repair or build such Leased Property.

5. Surrender of Leased Property. At the expiration of the term of this Lease, Lessee shall peaceably yield up to Lessor the Leased Property and all improvements thereto. Upon expiration or earlier termination of this Lease, all interests in the Leased Property shall be revested in Lessor, and Lessee shall have no interests therein.

6. Use of Leased Property. The Leased Property shall be used only for the purposes of maintaining an emergency communications system. Neither Lessor nor Lessee will at any time use or occupy the Leased Property in violation of laws, ordinances, or regulations of any government or agency having jurisdiction or in violation of insurance contracts.

7. Indemnity: Liability Insurance. Lessee will save, indemnify and hold Lessor free and harmless from any and all liability or any injury, loss, or damage to person or property arising out of any cause associated with Lessee's business or use of the Leased Property, including its omission to act.

Lessee agrees to provide liability insurance with respect to the Leased Property in such amounts and upon such terms as may be agreed upon by Lessor and Lessee, naming Lessor as an additional insured to protect Lessor from loss covered by such insurance. The policy shall provide that it will not be canceled without thirty (30) days prior notice to Lessor.

8. Quiet Enjoyment. Lessor covenants that Lessee shall peaceably hold and enjoy the Leased Property, subject to the terms of this Lease.

9. Eminent Domain. If the whole or a portion of the Leased Property shall be taken or condemned by any competent authority for any public use or purpose, this Lease shall also terminate. The entire award of damages or compensation for the Leased Property taken as between Lessor and Lessee, whether such taking be in whole or in part, shall belong to and be the property of the Lessor.

10. Assignment and Subleasing. Lessee may not assign or encumber this Lease or sublet the Leased Property, either in whole or in part, without the prior written consent of Lessor. Consent to one assignment or subletting will not be deemed a consent to any other.

11. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail return receipt requested, postage prepaid or via overnight courier service to the following addresses or such other addresses as the parties may hereafter designate pursuant to this Section 11:

Lessor: Monroe County, Tennessee
Monroe County Mayor's Office
105 College St Ste I
Madisonville, TN 37354
Attention: Tim Yates, Mayor

Lessee: The Emergency Communications District
of Monroe County,
Tennessee Dr. Boyd Curtis,
Chairman P.O. Box 41
Madisonville, TN 37354

All notices shall be effective upon receipt at the proper address.

12. Default. An event of default by Lessee shall occur hereunder if Lessee shall breach or fail to perform any material term, covenant or agreement contained herein and such breach shall continue for thirty (30) days after written notice of such breach is provided by Lessor to Lessee, provided that if such failure cannot reasonably be cured within such 30-day period, it shall not constitute an event of default hereunder if corrective action is instituted by the appropriate party during such period and diligently pursued until such failure is cured.

Upon the occurrence of an event of default hereunder, Lessor may at its option, in addition to any other remedies that it may have at law or equity, terminate this Lease. All actions taken by Lessor pursuant to this Section shall be without prejudice to any other remedies which might otherwise be used for the breach of covenant or conditions.

13. No Waiver. The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Lessor shall not constitute a waiver of any other breach regardless of knowledge thereof.

14. Memorandum of Lease. This Lease will not be recorded, but at the request of either party a memorandum or short form thereof will be executed and recorded.

15. Entire Agreement. It is agreed that the entire understanding between the parties is set out in this Lease, that this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and that no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties.

16. Heirs, Successors and Assigns. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

17. No Liability of Officers. Etc. No recourse under or upon any obligation, covenant or agreement contained in this Lease shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lessor or the Lessee, either directly or through the Lessor or the Lessee. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by Lessor and Lessee as a condition of and consideration for the execution of this Lease.

18. Applicable Law. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on or as of the day and date first above written.

EXHIBIT A

LEASED PROPERTY

Situated in District No. Three of Monroe County, Tennessee, and being a part of Tract 31 of Block C of Berry Acres as shown by a plat dated September 15, 1979, recorded in Cabinet A, Slide 97, in the Register's Office for Monroe County, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin on the north right-of-way line of Highway No. 68, said iron pin being in a northerly direction 50 feet, more or less, from an iron pin marking the dividing line between Lot 31 and Lot 32; thence, in a northerly direction with the north right-of-way line of Highway No. 68, N. 39 degs. 35 mins. West 393.79 feet to an existing concrete monument; thence No. 72 degs. 11 mins. East 275 feet to an iron pin; thence S. 52 degs. 55 mins. East 142.71 feet to an iron pin; thence continuing S. 33 degs. 40 mins. East 130.82 feet to an iron pin; thence, S. 45 degs. 40 mins. West 275.72 feet to the point of BEGINNING, and containing approximately 2.07 acres as shown by survey of Wade B. Nance, Tennessee Registered Land Surveyor, No. 856, said survey being dated February 8, 1985.

BEING a portion of the property conveyed to Monroe County by Dennis Plemmons and wife Alice Lou Plemmons, by Warranty Deed of record in Warranty Book 153, page 719, in the Register's Office for Monroe County, Tennessee.

There is also conveyed herewith an easement for ingress and egress 25 feet in width running over the existing road on Lot 30, said easement runs from the existing road to the iron pin marking the rear corner of the property herein conveyed and runs adjacent and parallel with the rear boundary described as S. 52 degs. 55 mins. East 142.71 feet to an iron pin; thence, continuing S. 33 degs. 40 mins. East 130.82 feet to an iron pin. The entire 25-foot easement lies adjacent to the property herein described and on the other property of Monroe County, said easement being 25 feet in width. Said easement is non exclusive.

This property is conveyed subject to a certain Option Agreement of same date for the purchase of the property herein described, said option is to run with the land and being recorded in Misc.

Book 62, page 433, in the Office of the Register of Deeds for Monroe County, Tennessee.

Also being the same property conveyed to Overlook Mental Health Center, Inc. by Monroe County by Warranty Deed of Record in Warranty Deed Book 172, page 652, Register's office for Monroe County, Tennessee.

EXHIBIT B

LEASED PROPERTY

All portions of the Property with the exception of that portion of the Property and the improvements thereon occupied by the Monroe County Road Department.

It was moved by Commissioner HAWKINS, seconded by Commissioner KIRKLAND, that this Resolution be approved as presented. Motion carried on roll call. Aye 9 Nay 0

422-6 JUSTICE COMMITTEE REPORT

Omitted

ADJOURNMENT

The meeting was adjourned.

Tim Yates, Mayor

ATTEST

Larry C. Sloan, County Clerk