MINUTES

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

FEBRUARY 28, 2012

BE IT REMEMBERED, that the Board of Commissioners for Monroe County, Tennessee, was begun and held at the Courthouse in Madisonville, Tennessee, in Called Session, February 28, 2012 at 7:00 P.M. Present and presiding was Wanda Alexander, Chairperson, and the following Commissioners were present and answered roll call.

FIRST DISTRICT

SECOND DISTRICT

THIRD DISTRICT

Wanda Alexander Marty Allen Bill Bivins Richard Kirkland Judy Lee Harold Hawkins Roger Thomas

ALSO PRESENT, were Mayor Tim Yates, County Clerk, Larry C. Sloan, Finance Director, Elizabeth Hicks & County Attorney, Jerome Melson.

Absent were1st District Commissioner Moser and 3rd District Commissioner Shadden.

The Board of Commissioners was officially opened by Captain Bledsoe.

The invocation was given by the Mayor.

The Pledge of Allegiance to the Flag was led by the Chairperson.

228-1 BOARD OF COMMISSIONERS MINUTES FOR -APPROVED

There being no exceptions to the Board of Commissioners Minutes for January 24 & January 31 2012, it was moved by Commissioner THOMAS, seconded by Commissioner KIRKLAND, that these minutes be approved as presented. Motion carried. Aye 7 Nay 0

228-2 NOTARY PUBLIC APPLICATIONS-APPROVED

It was moved by Commissioner HAWKINS, seconded by Commissioner THOMAS, that the following notary public applications be approved as presented. Motion carried. Aye 7 Nay 0

ALICE G. BAREFIELD HANNAH V. BAXTER JACQUELINE BELL CHARLES A. BETTIS JOE W. BROWN SUSAN S. CLENDENEN DEBBIE F. HILL SHARRON H. INGRAM PERRY CORNELL JACKSON MICHELLE L. KENNEDY ANGELA JEAN MELTON VICKIE J. MOORE SHELIA PHILLIPS LINDA C. THEARP TAMARA L. VANDERWERF

228-3 DIRECTOR FINANCE REPORT & 228-4 TRUSTEE REPORT

There being no exceptions to the Director of Finance Report or the Trustee Report, it was moved by LEE, seconded by Commissioner THOMAS, that these reports be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION NO. 228-5

A RESOLUTION AUTHORIZINGA MULTIPLE YEAR INMATE HEALTH CARE CONTRACT FOR THE MONROE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, the Monroe County Sheriff Department has a need to contract for inmate health care needs, and

WHEREAS, the current contract has expired, and

WHEREAS, the expenditures for a multi-year contract for inmate health care are currently budgeted within the Monroe County Sheriffs Department Jail Budget as deemed necessary in order to expedite the resolution of this matter, and

WHEREAS, the projected cost of this inmate health care is such that the payments need to be spread over more than one budget year, and the Monroe County Director of Finance does not have the authority to enter into purchase contracts for this period of time without the approval of the Monroe County Board of Commissioners and the State of Tennessee Comptroller - Division of Local Finance.

NOW, THEREFORE, Be It Resolved by the Monroe County Board of Commissioners that the Monroe County Director of Finance be authorized to enter into a multi-year contract with Quality Correctional Health Care and the contract is not to extend over a period of more than thirty-six (36) months.

Be It Further Resolved that this resolution be effective immediately upon the passage and confirmation from the Tennessee State Comptroller's Office, Division of Local Finance for the public welfare requiring it on this the 28th day of February, 2012.

It was moved by Commissioner BIVINS, seconded by Commissioner THOMAS, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION No. 228-5A

RESOLUTION TO ALLOW THE MONROE COUNTY SHERIFF'S DEPARTMENT TO DONATE ABANDONED VEHICLE TO THE MONROE COUNTY SOLID WASTE DEPARTMENT

WHEREAS, The Monroe County Sheriffs Department has the following vehicle that has been declared abandoned by the Criminal Court for Monroe County, State of Tennessee: 2003 Ford Van VIN #1FBSS31L43HB53195, and

WHEREAS, the Monroe County Sheriffs Department wishes to donate said abandoned vehicle to the Monroe County Solid Waste Department to be used as an asset for the Solid Waste Department's operational duties, and

NOW THEREFORE BE IT RESOLVED, that the Monroe County Legislative Body hereby authorizes the donation of the 2003 Ford Van from the Monroe County Sheriffs Department to the Monroe County Solid Waste Department for use in operational duties.

BE IT FURTHER RESOLVED, that the Monroe County Legislative Body meeting in regular session, February 28, 2012, adopted this resolution, the public welfare requiring it. Passed and approved this 28th day of February, 2012.

It was moved by Commissioner THOMAS, seconded by Commissioner HAWKINS, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION No. 228-5B

RESOLUTION TO ALLOW THE MONROE COUNTY SHERIFF'S DEPARTMENT TO DONATE FORFEITED VEHICLE TO THE MONROE COUNTY MAINTENANCE DEPARTMENT

WHEREAS, The Monroe County Sheriffs Department has the following vehicle that has been declared forfeited by the General Sessions Court of Monroe County, Tennessee: 2004 Chevrolet Van VIN #1GCHG39U941224499, and

WHEREAS, the Monroe County Sheriffs Department wishes to donate said forfeited vehicle to the Monroe County Maintenance Department to be used as an asset for the Maintenance Department's operational duties, and

NOW THEREFORE BE IT RESOLVED, that the Monroe County Legislative Body hereby authorizes the donation of the 2004 Chevrolet Van from the Monroe County Sheriffs Department to the Monroe County Maintenance Department for use in operational duties.

BE IT FURTHER RESOLVED, that the Monroe County Legislative Body meeting in regular session, February 28, 2012, adopted this resolution, the public welfare requiring it.

Passed and approved this 28 day of February, 2012.

It was moved by Commissioner THOMAS, seconded by Commissioner KIRKLAND, that this resolution be approved as presented. Motion carried on roll call. Aye 7 Nay 0

CONSIDERATION OF APPROVAL: INTERLOCAL AGREEMENT FOR COMMUNITY PLANNER – 228-6

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in Regular Session, February 28, 2012, that the agreements for Community Planner between Monroe County, City of Madisonville, City of Sweetwater, Town of Tellico Plains, and Town of Vonore be approved beginning October 1, 2012.

PASSED, this 28ⁱⁿ day of February 2012.

It was moved by Commissioner ALLEN, seconded by Commissioner BIVINS, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

"<u>ATTACHMENT"</u>

INTERLOCAL AGREEMENT FOR PLANNING ASSISTANCE

WHEREAS, Monroe County, Tennessee (herein referred to as "County"), is a political subdivision of the State of Tennessee; and

WHEREAS, the Cities/Towns of Vonore, Madisonville, Sweetwater and Tellico Plains, Tennessee (herein referred to as "**Cities/Towns**" or "**City/Town**"), are municipal corporations of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-108 the Cities/Towns and County, have the power to enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which each is authorized by law to perform; and

WHEREAS, County and Cities/Towns are authorized to perform planning services under the provisions of Title 13 of the Tennessee Code Annotated; and

WHEREAS, Cities/Towns are in need of planning services in order to better serve their present and future needs; and

WHEREAS, the County has a planning staff with sufficient qualifications to provide planning services to Cities/Towns.

NOW, THEREFORE, this agreement is made and entered into as of the 1st day of October, 2011, by and between the County and Cities/Towns.

1. **PURPOSE.** This Agreement is for the purpose of authorizing County to provide planning services to Cities/Towns in exchange for consideration under the following terms.

2. **TERM.** The initial term of this Agreement shall be one (1) year, beginning on October 1, 2011, and shall automatically renew for additional one (1) year terms thereafter; provided, however, that either party shall have the right, upon one hundred twenty (120) days written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination.

3. **CONSIDERATION.** For and in consideration of the services to be provided hereunder by County to Cities/Towns, Cities/Towns shall pay County the sums as set forth in <u>Attachment A.</u> "County Planning Budget".

4. **PAYMENT.** Cities/Towns shall pay County the sums set forth in <u>Attachment A</u> on a quarterly basis with the first payment being due November 15, 2011, the second quarterly payment being due February 15, 2012, the third quarterly payment being due May 15, 2012, and the fourth quarterly payment being due August 15, 2012. All payments should be sent to Monroe County Department of Finance, J.P. Kennedy Building, 103 College Street

South, Madisonville, Tennessee 37354. Should this Agreement be terminated prior to the running of any annual term, then any unearned payments made to County shall be prorated by County based on the remainder of the term and a refund shall be issued to the Cities/Towns.

5. **SERVICES.** County's planning staff shall provide planning services for the Cities/Towns pursuant to applicable federal, state and local laws, codes, rules and regulations. "Planning Services" are set forth in <u>Attachment B</u>. County's planning staff shall provide planning

services in a professional, courteous, effective and efficient manner in compliance with the Code of Ethics established by the American Planning Association and the American Institute of Certified Planners.

6. **ACCESS TO PLANNING SERVICES.** The parties hereto acknowledge that regardless of the proportion or amount of funding contributed by each signatory hereto, the planning services to be provided in connection with this Agreement are to be equally available to all signatories to this Agreement. The parties acknowledge and agree that the planner employed in furtherance of this Agreement shall use his/her best efforts at all times to provide equal access to their services for the benefit of each signatory hereto.

7. **CONFLICT.** County and Cities/Towns shall take all possible steps to try to avoid scheduling conflicts which would prevent County's planning staff from attending meetings on behalf of the Cities/Towns. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached. By nature of providing planning services for both the County and Cities/Towns, conflicts of interest may arise from time to time. Should a conflict of interest arise, such conflict shall be resolved in accordance with the Code of Ethics established by the American Planning Association and the American Institute of Certified Planners.

8. **OVERSIGHT AND EVALUATION.** County will coordinate with Cities/Towns so that County and Cities/Towns may evaluate the planning assistance not less frequently than annually. County will take reasonable care to ensure that planning services meet Cities/Towns satisfaction. County shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing services under this Agreement, County's planning staff shall not be under the supervision or control of the Cities/Towns except as specified under this Agreement. County shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. County's planning staff shall be considered employees of County for all purposes, and shall not be considered employees of Cities/Towns for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by County.

9. **RECORDS AND FILES.** County's planning staff will temporarily maintain all records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept on file and recorded with the Register of Deeds. At the completion of any land use approval/review action covered by this Agreement, said records and files shall be transferred to the Cities/Towns. At the termination or expiration of this Agreement, all remaining records and files shall be transferred to the Cities/Towns.

10. AUTHORIZATION OF MONROE COUNTY TO PURSUE RELATED GRANT FUNDS ON BEHALF OF CITIES/TOWNS. The parties hereto acknowledge that it is in the best interests of all signatories that prompt and efficient efforts be undertaken to pursue the acquisition of any and all grant funds as they become available to facilitate the funding of the planning services contemplated by this Agreement. In that regard, each City/Town that is a signatory hereto does hereby authorize Monroe County to pursue application for grant funds as the same may become available on behalf of Cities/Towns, as well as the other signatories hereto, to the extent that the grant funds applied for are to fund the planning activities that are the subject hereof.

11. INSURANCE.

A. <u>General Liability Insurance</u>. Cities/Towns shall provide General Liability coverage in accordance with the Tennessee Governmental Tort Liability Act for coverage afforded the Cities/Towns under the

Risk Management Pooling Agreements underwritten by the Tennessee Municipal League - Risk Management Pool in which Cities/Towns participate. Coverage for planning staff member(s) will be provided by the City/Town at such times the planning staff member(s) are acting within the scope of their duties on behalf of the City/Town. County shall provide General Liability coverage in accordance with the Tennessee Governmental Tort Liability Act for those times the planning staff member(s) are acting within the scope of their duties on behalf of the County.

B. <u>Auto Liability Insurance</u>. County shall secure and provide to Cities/Towns evidence of Auto Liability insurance covering vehicles operated by planning staff member(s) in performance of their duties.

(1) In the event the vehicle(s) is/are privately owned and used by planning staff member(s) in performance of their duties under this Agreement, coverage shall be written in an amount not less than \$500,000 Combined Single Limits or 250/500/100 Split Limits for Liability and Uninsured Motorists, and County and individual Cities/Towns will be named as Additional Insured's on the contract;

(2) In the event the vehicle(s) is/are owned by a governmental entity and provided for use by the planning staff member(s) in performance of their duties under this Agreement, coverage shall be provided by the entity that owns the vehicle with limits in accordance with the Tennessee Governmental Tort Liability Act, and non-owner parties to this Agreement will be named as Additional Insured's on the contract.

C. <u>Liability Insurance Provided By County.</u> In accordance with <u>Section 8. Oversight and</u> <u>Evaluation</u>, in this Agreement, County shall provide liability insurance.

12. **SUBCONTRACTING.** Neither party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other party.

13. **SCOPE.** This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

14. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. County may provide similar services to other entities; provided that County must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

15. **CUMULATIVE REMEDIES.** No provision of this Agreement precludes either party from pursuing any other remedies provided by law.

16. SEVERABILITY. The provisions of this agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

	011-2012 PLANNING ASSISTAN			
The gra	nt budget line-item amounts below shall be	applicable only to	o expense incurre	d during the
followir	ng Applicable Period: BEGIN: July 1 2011		END:	June 30 2012
POLICY 03 Object Una-IIom Reforonco	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT Contrac T	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	30300	24734	55034
1.15	² Professional Fee, Grant & Award	0.00	0.00	0.00
5. S. 7. 8. 9.10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance. Printing & Publications	0.00	11250	11250
11. 12	Travel. Conferences & Meetings	0.00	2300	2300
13	Interest	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation	0.00	0.00	0.00
18	2 Other Non-Personnel	0.00	0.00	0.00
20	2 Capital Purchase	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	30300	38284	68584

¹ Each expense object tine-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

¹ Applicable detail follows this page if line-item is funded.

JURISDICTION	CURRENT	PRECENTAGE	PROPOSAL	DIFFERENCE
Monroe County	11250	29.40%	16170	4920
Sweetwater	9250	24.20%	13310	4060
Madisonville	7250	19.00%	10450	3200
Vonore	5250	13.70%	7535	2285
Tellico Plains	5250	13.70%	7535	2285

Total	38250	100.00%	55000	16750

Each Jurisdiction will be billed quarterly

County Planning Position

Line item ______ 2011/12 _____

Jurisdiction	
Contribution from Madisonville	\$7,250.00
Contribution from Sweetwater	\$9,250.00
Contribution from Tellico Plains	\$5,250.00
Contribution from Vonore	\$5,250.00
Contribution from Monroe County	\$11,250.00

Each jurisdiction will be billed quarterly

RESOLUTION 228-7

WHEREAS. TENNESSEE CODE ANNOTATED 67-5-2404 (2VA)

PROVIDES THAT THE TRUSTEE SHALL DELIVER THE DELINQUENT LIST SHOWING ALL UNPAID LAND TAXES TO AN ATTORNEY CHOSEN BY HIM WITH THE APPROVAL OF THE COUNTY EXECUTIVE/COUNTY MAYOR, AND

WHEREAS. TENNESSEE CODE ANNOTATED 667-2404 (2) (A)

PROVIDES FOR COMPENSATION OF THE ATTORNEY TO BE DETERMINED UPON NEGOTATIONS THROUGH THE TRUSTEE AND ATTORNEY, SUBJECT TO APPROVAL OF THE COUNTY LEGISLATIVE BODY AND THAT SAID FEE SHALL NOT EXCEED TEN PERCENT (10%) OF ALL DELINQUENT LAND TAXES COLLECTED.

THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY LEGISLATIVE BODY THIS DAY IN REGULAR SESSION THAT CHARLES RIDENOUR BE CHOSEN AS ATTORNEY TO COLLECT DELINQUENT TAXES FOR MONROE COUNTY, TENNESSEE, AND BE FURTHER RESOLVED THAT HIS FEE SHALL BE TEN PERCENT (10%) OF ALL DELINQUENT LAND TAXES COLLECTED, ALL IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED 67-5-2404 (2) (A).

It was moved by Commissioner HAWKINS, seconded by Commissioner KIRKLAND, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION 228-8

BE IT HEREBY RESOLVED that the Monroe County Board of County Commissioners, Meeting in regular session this 28th day of February 2012, does hereby pass the following County road **plan** for 2012-2013 as per Tennessee Code Annotated Section 54-10-103.

MONROE COUNTY DEPT. THREE YEAR STATE AID ROAD PLAN

Whereas, the Monroe County Commission, being the governing body of the County of Monroe, in the state of Tennessee, meeting in regular session this 28th day of Feb,2012, does hereby pass the following road plan.

First Civil District

- 1. OldHwy.68
- 2. Sands Road
- 3. Head of Creek Road

Second Civil District

- 1. Niles Ferry Road
- 2. Oak Grove Road
- 3. Corntassel Road

Third Civil District

- 1. Fairview Road
- 2. Rafter Road
- 3. Regan Valley Road
- 4. Old Athens Road

It was moved by Commissioner HAWKINS, seconded by Commissioner KIRKLAND, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

RESOLULTION 228-9 AUTHORIZING THE APPLICATION FOR THE 2012 FEDERALLY FUNDED HOME GRANT FOR HOUSING REHABILITATION FOR LOW INCOME HOUSEHOLDS

WHEREAS Monroe County recognizes the need for housing rehabilitation for low income residents residing within the county; and

WHEREAS the County desires to provide housing rehabilitation services to these residents; and

WHEREAS the County Commission understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

NOW THEREFORE BE IT RESOLVED, that the County Commission of Monroe County does hereby authorize the Mayor of Monroe County to file an application for 2012 HOME funds with THDA not to exceed \$500,000.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

This Resolution adopted this 28TH day of FEBRUARY, 2012.

It was moved by Commissioner HAWKINS, seconded by Commissioner BIVINS, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION NO. 228-10

TO URGE THE GENERAL ASSEMBLY TO ENACT A PRIVATE ACT PROVIDING FOR A NEWLY-CONSTITUTED BOARD OF EDUCATION IN MONROE COUNTY

WHEREAS, <u>Tennessee Code Annotated</u>¹ 49-2-201 requires that county boards of

education be elected from districts of substantially equal population; and

WHEREAS, the Monroe County Legislative Body has reviewed the county school board

districts utilizing the 2010 United States Census and has adopted a plan of apportionment which

provides for a board of education composed of eight (8) members, with two (2) members being elected from each of four (4) school board districts; and

WHEREAS, the current private act governing the election of school board members in Monroe County provides for nine (9) school board members being elected from three (3) school board districts;

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Legislative Body meeting in Regular Session at Madisonville, Tennessee, on this 28th day of February 2012, that the members of the General Assembly representing the people of Monroe County are urged to introduce and work for the passage of a private act which would repeal the existing private act governing Monroe County's school board, and divide Monroe County into four (4) school districts which shall be established by resolution of the county legislative body of Monroe County from time to time as necessary to maintain districts with substantially equal population, with two (2) board members being elected from each school district, and provide for a transition from the current nine (9) member board, with all other matters being governed by general law; and

BE IT FURTHER RESOLVED, that a copy of this resolution, together with a copy of the minutes reflecting the vote on this resolution, be mailed by the County Clerk to the members of the General Assembly representing the people of Monroe County.

It was moved by Commissioner ALLEN, seconded by Commissioner KIRKLAND, that this resolution be approved as presented. Motion carried on roll call. Aye 6 Nay 1-Commissioner Thomas

228-11 <u>MONROE COUNTY</u> STANDING COMMITTEES

COUNTY MAYOR

TIM YATES

CHAIRMAN OF THE BOARD COMMISSIONERS WANDA ALEXANDER

CHAIRMAN PRO TEM

RICHARD KIRKLAND

COUNTY ATTORNEY JEROME MELSON

ADULT-ORIENTED ESTABLISHMENT BOARD 4- YEAR TERM

SHERIFF BILL BIVENS BILL BIVINS WANDA ALEXANDER BILL SHADDEN

AGRICULTURE COMMITTEE

RON TORBETT JENNIFER HOUSTON KIM BLACK EDDIE SUMMITT BILL BIVINS ROGER THOMAS BILL SHADDEN

AIRPORT COMMITTEE

JOHN BYRUM STEVE TEAGUE HAROLD HAWKINS WANDA ALEXANDER JERRY SLOAN PETE PETERMAN

AMBULANCE COMMITTEE DR. RICK POPP RICHARD KIRKLAND ROGER THOMAS DANNY FRYE MARTY ALLEN

ANIMAL SHELTER COMMITTEE

WANDA ALEXANDER JUDITH LEE ROGER THOMAS BILL BIVINS BILLSHADDEN

BEER BOARD CHARLES RIDENOUR DANNY ISBILL DWAYNE MARTIN

BUDGET, FINANCE & AUDIT COMMITTEE

MAYOR TIM YATES WANDA ALEXANDER MARTY ALLEN BILL BIVINS HAROLD HAWKINS RICHARD KIRKLAND JUDITH LEE BENNIE MOSER BILLSHADDEN ROGER THOMAS

BUILDING. GROUNDS. & REAL ESTATE HAROLD HAWKINS BILL SHADDEN

BILL BIVINS

CHEROHALA SKYWAY VISITOR CENTER HAROLD HAWKINS RICHARD KIRKLAND BENNIE MOSER BILL SHADDEN

CIVIL SERVICE STUDY COMMITTEE

JUDITH LEE BILL BIVINS RICHARD KIRKLAND WANDA ALEXANDER

E 911 BOARD - 4 YEAR TERM

MAYOR TIM YATES STEVE TEAGUE HAROLD HAWKINS SHERIFF BILL BIVENS RANDY WHITE CHARLES HALL BOYD CURTIS EDDIE BYRUM GREG BREEDEN

EMERGENCY MANAGEMENT DIRECTOR BRIAN TURPIN

TEMA Bob Crane- Contact Person

FEMA Julia Hall - Contact Person

ECONOMIC AND COMMUNITY DEVELOPMENT BOARD

MAYOR TIM YATES ALFRED McCLENDON PATRICK HAWKINS LARRY SUMMEY DOYLE LOWE RON HAMMONTREE GREG AUSTIN MARK CLINTON ROBERT BETTIS MIKE ATKINS

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

MAYOR TIM YATES ALFRED McCLENDON PATRICK HAWKINS LARRY SUMMEY DOYLE LOWE

ETHICS COMMITTEE

MARTY ALLEN RICHARD KIRKLAND JUDITH LEE STEVE TEAGUE DANNY ISBILL

EQUALIZATION BOARD - 2 YEAR TERM (4-2012)

TOMMY ANDERSON JOHNNY BYRUM SUSAN SAUNDERS JASON HATFIELD CECIL PROFITT

FINANCIAL MANAGEMENT COMMITEE

MAYOR TIM YATES MIKE LOWRY MARTY ALLEN WANDA ALEXANDER STEVE TEAGUE BENNIE MOSER RICHARD KIRKLAND

GIS COMMITTEE

MARTY ALLEN HAROLD HAWKINS JUDITH LEE RICHARD KIRKLAND BILLSHADDEN WANDA ALEXANDER

HANDICAPPED PROCEDURE COMMITTEE-4 YEAR (2014) *TO MEET ONLY IF GRIEVANCE IS FILED MIKE LOWRY CHRIS BOWMAN ROGER THOMAS HAROLD HAWKINS RICHARD KIRKLAND

HEALTH BOARD - 2 YEAR TERM (09-2012)

MAYOR TIM YATES MIKE LOWRY DR. CHRIS SHAMBLIN DR. BARBARA LEVIN SHANNON ANTHONY DR. JIM DASH JOE SAFFLES DR. PHYLLIS HARRELL MARLENE KENNY TERESA HARRILL

HIGHWAY COMMITTEE

RICHARD KIRKLAND BILLSHADDEN JUDITH LEE WANDA ALEXANDER

INDUSTRIAL DEVELOPMENT BOND BOARD

BRENTHEISKELL LARRY HICKS PHYLLIS PEELS DOUG RICHESIN DOUG WARREN JOHNH (Bob) DALTON JERRY SLOAN

LAW ENFORCEMENT - JAIL WORKHOUSE COMMITTEE

BILLBIVINS RICHARD KIRKLAND WANDA ALEXANDER BENNIE MOSER HAROLD HAWKINS

LIBRARY BOARD - MONROE COUNTY

CHARLOTTE MAYBERRY (2014) PEGGY WHITE (2014) J.T.SCRUGGS (2012) CARRIE BRIGHT (2012) PEG MICHAEL (2013) SUE SEITZ (2014) JON BONHAM (2013)

LIBRARY BOARD-REGIONAL

J. T. SCRUGGS (7-2011) MIKE STEELE (7-2012)

LITTLE TENNESSEE VALLEY EDUCATION COOPERATIVE (LTVEC) BENNIE MOSER

MATERNITY CENTER- 3 YEAR TERM

WANDA ALEXANDER (2013) CHRISTA SULLINS (9-2012) HAROLD HAWKINS JUDITH LEE NANCY CAIN RICHARD KIRKLAND DR. WES MCNEAL

MEDICAL EXAMINER AND DIRECTOR DR. CHRIS SHAMBLIN

NILES FERRY INDUSTRIAL DESIGN & REVIEW COMMITTEE DARRELL CUTHERBERTSON BENNIE MOSER JERRY SLOAN BILL SHADDEN

LARRY L SUMMEY STEVE TEAGUE MARTY ALLEN

PLANNING COMMITTEE

GARY HAMILTON (7-2012) DOYLE CARDIN (7-2013) KYLE HOLDER (7-2014) CHAD KIRKPATRICK (7-2012) SAM STAMEY (7-2012) BILL HOWE (7-2012) WILLIAM KAVANAUGH (7-2012) BILL SHADDEN(7-2014)

KENNY HAMILTON(7-1013)

PERSONNEL COMMITTEE

MAYOR TIM YATES LIBBY HICKS STEVE TEAGUE SHERIFF BILL BIVENS MARTHA COOK LARRY SLOAN MILDRED ESTES MARNA HULL WANDA ALEXANDER(2013)

OPEN RECORDS COMMITTEE-3 YEAR TERM (9-2013)

LIBBY HICKS JUDITH LEE ROGER THOMAS MILDRED ESTES TERESA CHOATE MARTHA COOK HAROLD HAWKINS JUDGE REED DIXON JO STAKLEY

PURCHASING COMMITTEE

MAYOR TIM YATES MIKE LOWRY CHARLES UNDERWOOD STEVE TEAGUE BENNIE MOSER HAROLD HAWKINS MARNA HULL RANDY WHITE LIBBY HICKS RISK MANAGEMENT COMMITTEE PERMANENT COMMITTEE MEMBERS COUNTY MAYOR-TIM YATES FINANCIAL DIRECTOR- LIBBY HICKS HIGHWAY SUPERINTENDENT (VICE CHAIRMAN)- STEVE TEAGUE SHEIRFF- BILL BIVENS ONE YEAR TERM TO BE APPOINTED AND APPROVED BY COUNTY MAYOR AND BOARD OF COMMISSIONSERS: 1 MEMBER OF EMERGENCY MANAGEMENT UNIT- BRIAN TURPIN DIRECTOR OF AMBULANCE SERVICE- RANDY WHITE 3 COUNTY COMMISSIONSERS: BENNIE MOSER ROGER THOMAS HAROLD HAWKINS

SOLID WASTE COMMITTEE

BENNIE MOSER BILL BIVINS WANDA ALEXANDER(2013) BILL SHADDEN(7-2014) JUDITH LEE

SOLID WASTE REGIONAL PLANNING BOARD Term of Expiration

MIKE ATKINS	November 24,2013
HAROLD HAWKINS	November 24,2012
MICHAEL GARREN	November 24,2013
PATRICK HAWKINS	November 24,2013
BILLSHADDEN	November 24,2011
BENNIE MOSER	November 24,2011
GLEN MOSER	November 24,2012
BILLY WAYNE STOCKTON	November 24,2012
LIBBY HICKS	

SWEETWATER CREEK WATERSHED BOARD

MARK HOUSTON	Monroe County
JOHN HARRISON	Loudon County
RICHARD LAYMAN	McMinn County

TASS 3-YEAR TERM BOB WOOLDRIGE (6-2012) TOM TALLENT (6-2012) JOHN P HAMMONTREE (6-2014)

TOURISM COMMITTEE- 3 YEAR TERM

MARTY ALLEN WANDA ALEXANDER(2013) RICHARD KIRKLAND BILL BIVINS HAROLD HAWKINS

TRDA-6 YEAR TERM

CHARLES HALL (9-2012) ROBERT BETTIS (9-2014)

VETERANS SERVICE OFFICER CHARLES (CHUCK) MULLINS

Temporary Committees

AD HOC-JUSTICE CENTER COMMITTEE

Session Judge - Reed Dixon Circuit Court Clerk - Marty Cook- Chair Person Clerk and Master - Theresa Choate - Secretary County Sheriff - Bill Bivens County Mayor - Tim Yates County Attorney - Jerome Melson Economic Development Director- Shan Harris The Honorable Wanda Alexander The Honorable Marty Allen The Honorable Bennie R Moser The Honorable Bill Bivins The Honorable Bill Bivins The Honorable Judith Lee The Honorable Richard Kirkland The Honorable Harold Hawkins The Honorable Bill Shadden The Honorable Roger Thomas Finance Director Elizabeth (Libby) Hicks Captain Jim Wakefield - Sheriffs Department

AD HOC REDISTRICTING COMMITTEE

1 st District	County Commissioner Wanda Alexander
2 nd District	County Commissioner Richard Kirkland
3 rd District	County Commissioner Harold Hawkins
Election Officer	James Brown
County Attorney	Jerome Melson
GIS Dept	Wayne Runkles
County Mayor	Tim Yates

It was moved by Commissioner LEE, seconded by Commissioner THOMAS, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

228-12 DISCUSSION: GORDON BENTLEY, BOILING SPRINGS ROAD

Mr. Bentley appeared before the Commission requesting that Boiling Springs Road be a county road.

After several minutes of discussion from Mr. Bentley, County Attorney, Jerome Melson and Road Superintendent Steve Teague, it was decided that Boiling Springs Road be **EXTENDED 8/10 MILE FROM THE END OF THE PRESENT CHIP & SEAL, MAKING THE ROAD A TOTAL LENGTH OF 1.65 MILES AND SHALL BE MAINTAINED BY THE MONROE COUNTY HIGHWAY DEPARTMENT.**

It was moved by Commissioner LEE, seconded by Commissioner BIVINS, that this request be approved as presented. Motion carried. Aye 7 Nay 0

RESOLUTION 228-13 COUNTY CORRECTIONS PARTNERSHIP INITIATIVE

The Monroe County Mayor and the Monroe County Commission agree by This resolution to join the County Corrections Partnership Initiative In solving the jail issues of Monroe County, Tennessee.

It was moved by Commissioner ALLEN, seconded by Commissioner KIRKLAND, that this resolution be approved as presented. Motion carried. Aye 7 Nay 0

228-14 REQUEST FOR DIRECTION FROM JUSTICE COMMITTEE

A request for direction from the Justice Committee was presented to the Commission.

After several minutes of discussion, it was decided to go with a jail only for now. Commissioner Allen stated that enough property needed to be purchased to add more beds & court rooms at a late date.

It was moved by Commissioner BIVINS, seconded by Commissioner HAWKINS, that this resolution be approved as presented. Motion carried on roll call. Aye 7 Nay 0

228-15 DISCUSSION

Several members of the American Legion Post 106 appeared before the Commission, stating that in May 2011, the building and property on Oakland Road was improperly deeded to the county, and request that this property be deeded back to them.

After several minutes of discussion, it was moved by Commissioner LEE, seconded by Commissioner THOMAS, to deed this property back to the American Legion. Motion carried on roll call. Aye 7 Nay 0

ADJOURNMENT

There being no further business, the meeting was adjourned.

TIM YATES, Mayor

ATTEST

LARRY C. SLOAN, Clerk