

# 8/24/-1

## MINUTES

### MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

July 27, 2021

BE IT REMEMBERED, that the Board of Commissioners for Monroe County, Tennessee was begun and held at the Monroe County Courthouse in Madisonville, Tennessee, on July 27th, 2021 at 6:00 P.M. Present and presiding was Vice Chairman Paulette Summey, with the following (8) Commissioners present and answering the roll call.

<u>1<sup>st</sup> DISTRICT</u>	<u>2<sup>nd</sup> DISTRICT</u>	<u>3<sup>rd</sup> DISTRICT</u>	<u>4<sup>th</sup> DISTRICT</u>
Luke Bright	Richard Kirkland	Bill Shadden	
Adam Reynolds	Chad Leming		Paulette Summey
	Brian Harrill	Roger Thomas	

ALSO PRESENT, were County Clerk Larry C. Sloan and Finance Director Elizabeth Hicks. The board of Commission was officially opened by Captain Jane Mason. The invocation was given by Mayor Mitch Ingram followed by the Pledge of Allegiance led by Commissioner Harrill.

#### **07/27-1 Commissioners Minutes for June 22, 2021**

It was moved by Commissioner Thomas, seconded by Commissioner Leming, that these minutes be approved as presented. Motion carried.  
**Aye 8**

#### **07/27-2 Notary Public Applications:** It was moved by Commissioner Harrill, Seconded by Commissioner Thomas, the following notary public applications be approved as presented. Motion Carried **Aye 8**

Julie A. Holt  
Teresa Ann Ingram  
Cristina Lyn Walsh

Selena Jones  
Samantha J. Taylor  
Michael Shane Stork

Shannon Stiles  
Lynda K. Langhoff

#### **07/27-3 & 7/27-4 Trustee Monthly Report & Director of Finance** It was moved by Commissioner Leming, Seconded by Commissioner Harrill that report be approved as presented. **AYE 8**

## RESOLUTION NO. 0727-26

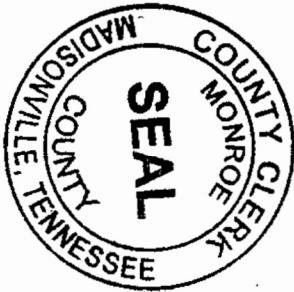
BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, on July 27, 2021, that the following amendment for the Monroe County Sheriff's Department be made in the Monroe County General Fund Budget for the Fiscal Year 2021-2022.

### Increase Revenues

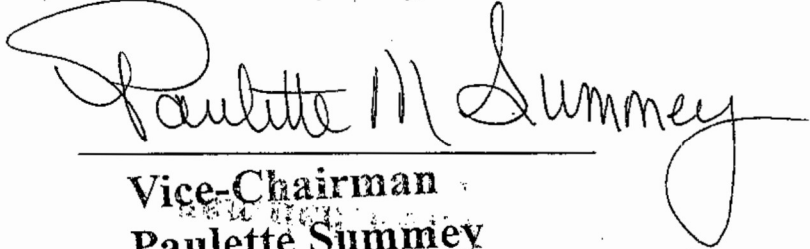
101-47590-VIDEO	Other Federal Through State	\$ 62,509.00
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### Increase Expenditures

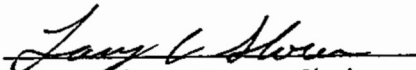
101-54110-599-VIDEO	Other Charges – Video	\$ 62,509.00
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PASSED, this 27<sup>th</sup> Day of July, 2021

  
Vice-Chairman  
Paulette Summey

ATTEST:

  
Larry E. Sloan, County Clerk

**PASSED THIS 27th day of July 2021**

It was moved by Commissioner Leming, seconded by  
Commissioner Harrell, that this resolution be approved  
as presented. Aye 7 Nay Bright

## RESOLUTION NO. 0727-26A

**BE IT RESOLVED**, by the Monroe County Board of County Commissioners, meeting in regular session, on July 27, 2021, that the following amendment for the Monroe County Highway Department be made in the Monroe County Highway/Public Works Fund Budget for the Fiscal Year 2021-2022. This COVID-19 Funding will pay for repairs to Rafter Road.

### Increase Revenue

131-47301	COVID-19 Grant #1	\$ 462,994.00
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### Increase Expenditure

131-58801-321	Engineering Services	\$ 408,264.00
131-58801-404	Asphalt-Hot Mix	54,730.00

PASSED, this 27<sup>th</sup> Day of July, 2021



  
Vice-Chairman  
Paulette Summey

  
Larry C. Sloan, County Clerk

**PASSED THIS 27th day of July 2021**

It was moved by Commissioner Kirkland, seconded by  
Commissioner Harri II, that this resolution be approved  
as presented. Ave 8 Nay

## RESOLUTION NO. 0727-26B

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, July 27, 2021, that the following amendment for the Monroe County Engineering/IT Department, be made in the Monroe County Engineering/IT Department Budget to decrease Fund Balance and move it to the Maintenance Line to fund an audit by Mauldin and Jenkins. This money was appropriated in Fiscal Year 2020-2021 but was not spent and therefore, rolled back into Fund Balance. This resolution will reappropriate it into Fiscal Year 2021-2022.

### Increase Expenditures

101-51740-334	Maintenance Agreements	\$ 9,850.00
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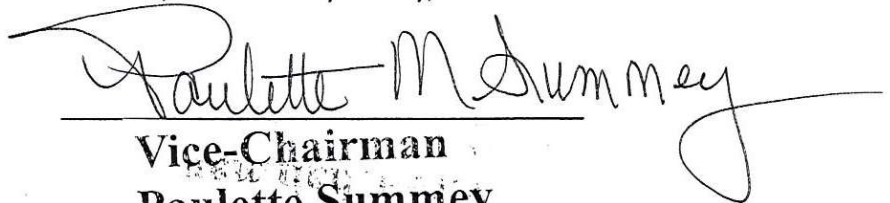
### Decrease Expenditures

101-39000	Fund Balance	\$ 9,850.00
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Larry C. Sloan, County Clerk

PASSED, this 27<sup>th</sup> Day of July, 2021

  
Vice-Chairman  
Paulette Summey

**PASSED THIS 27th day of July 2021**

It was moved by Commissioner Harrill, seconded by  
Commissioner Thomas, that this resolution be approved  
as presented. Aye 8 Nay

RESOLUTION NO. **0727-26C**

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, on July 27, 2021, that the following amendment for the Monroe County Highway Department be made in the Monroe County Highway/Public Works Fund Budget for the Fiscal Year 2021-2022. This amount is to roll obligated funds from Fiscal Year 2020-2021 to Fiscal Year 2021-2022.

Decrease Fund Balance

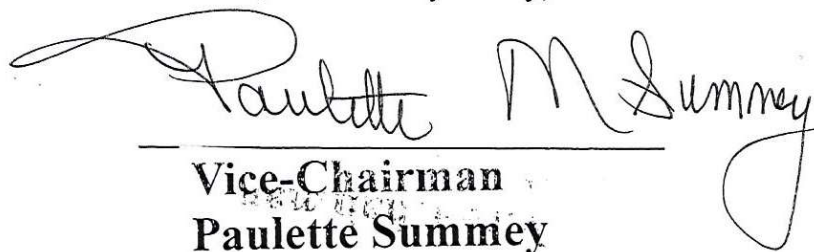
131-39000	Fund Balance	\$ 74,250.04
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Increase Expenditure

131-62000-405	Asphalt-Liquid	\$ 74,250.04
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PASSED, this 27th Day of July, 2021



  
\_\_\_\_\_  
Vice-Chairman  
Paulette Summey

  
Larry C. Sloan, County Clerk

**PASSED THIS 27th day of July 2021**

It was moved by Commissioner Thomas, seconded by  
Commissioner Harrill, that this resolution be approved  
as presented. Aye 8 Nay



MONROE COUNTY BOARD OF EDUCATION  
BUDGET AMENDMENTS

Tuesday, July 27, 2021

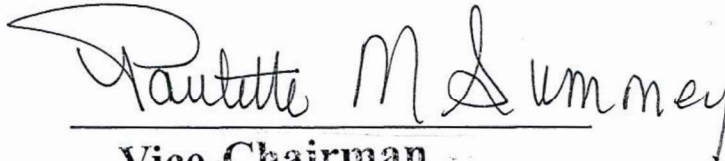
Resolution # 27

BOE Amendment # 0708-01 141-General Purpose Schools


\$28,262.81

This amendment is to bring in what is left of the COPS Grant into this fiscal year 2021-2022 so all funds can be spent.

PASSED, this 27th Day of July, 2021



Vice-Chairman  
Paulette Summey

  
Larry C. Sloan, County Clerk

PASSED THIS 27th day of July 2021

It was moved by Commissioner Kirkland, seconded by  
Commissioner Harrill, that this resolution be approved  
as presented. Aye 8 Nay

**RESOLUTION NO. 0727-28**

**RESOLUTION TO APPROVE THE PURCHASE AND SALE  
AGREEMENT BETWEEN MONROE COUNTY  
AND G.T.G. INC.  
MADISONVILLE, MONROE COUNTY, TENNESSEE**

**WHEREAS:** The Purchase and Sale Agreement was presented to the County Commission for the approval of the sale of 44.0 acres situated in the Niles Ferry Industrial Park.

**WHEREAS:** That it is the intention of the Purchase and Sale Agreement to sell to G.T.G. Inc. ("Glory to God Incorporated") 44.0 acres in the Niles Ferry Industrial Park for the construction and operation of a recreational boat manufacturing facility or other related operations and related activities.

**WHEREAS:** The purchase price of the 44.0 acres in the Niles Ferry Industrial Park is in the sum of \$220,000.00. G.T.G. Inc. will pay to Monroe County an earnest money deposit in the amount of \$50,000.00 upon the signing of the Purchase and Sale Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Monroe County Commission meeting in regular session that it being in the best interest of the County, the Purchase and Sale Agreement with G.T.G. Inc. ("Glory to God Incorporated") (a copy of which is attached) be approved and is effective upon execution.

This resolution shall take effect immediately upon its passage the public welfare requiring it.



  
Larry C. Sloan, County Clerk

PASSED this 27th day of July 2021.

  
Vice-Chairman  
Paulette Summey

**PASSED THIS 27th day of July 2021**

It was moved by Commissioner Bright, seconded by  
Commissioner Reynolds, that this resolution be approved  
as presented. Aye 8 Nay

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") dated as of July \_\_\_\_, 2021, is entered into by and among **Monroe County, Tennessee**, a political subdivision of the State of Tennessee ("Monroe County") and **G.T.G. Inc. [G.T.G. (Glory To God) Inc.]**, a corporation formed under the laws of the State of Florida, and is qualified to do business in and is in good standing in the State of Tennessee.

### RECITALS

WHEREAS, **G.T.G. Inc.** desires to purchase **44.0 acres** situated in the Niles Ferry Industrial Park in the second district of Monroe County, Tennessee and within the corporate limits of the Town of Vonore, Tennessee, and being more fully described in the attached Exhibit A (the survey is being conducted and the meets and boundaries description will be taken from survey, attached as Exhibit D) and expressed by the Niles Ferry Industrial Park Property Map in Exhibit C, attached hereto ("the Niles Ferry Property") and Monroe County desires to sell the Niles Ferry Property to **G.T.G. Inc.** and to use the proceeds of such sale in furtherance of its governmental purposes. All activity conducted on the Niles Ferry Property by this Purchase Agreement are governed by Niles Ferry Industrial Park covenants and nothing will be construed to do anything other than those plans contemplated herein; and

WHEREAS Niles Ferry Property shall mean the real property comprising approximately **44.0 acres** and located in the Town of Vonore, Monroe County, Tennessee, described in Exhibit A attached hereto and incorporated herein, and upon which **G.T.G. Inc.** intends to construct an improvement on and use the property to operate a Recreational Boat Manufacturing Facility or other related operations and related activities. All activities will be in compliance with Niles Ferry Industrial Park regulations.

WHEREAS, the parties desire to set forth in this Agreement the terms and provisions relating to said purchase and sale; NOW THEREFORE the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS

For the purposes of this Agreement, whenever any of the following terms are used, unless the context shall clearly indicate a different meaning or intent, they shall have the following meanings:

"Closing" or "Closing Date" shall mean the date that the consideration under Section 2.5 is paid by **G.T.G. Inc.** and Monroe County conveys the Niles Ferry Property to **G.T.G. Inc.**, but in no event later than **August 20<sup>th</sup>, 2021**, unless otherwise mutually agreed to by the parties.



Monroe County prior to Closing. . In that event, all monies held in escrow by Monroe County will be returned to **G.T.G. Inc.** and this Agreement will be terminated.

2.5 Consideration. As consideration for this sale and purchase, on or before the Closing Date, **G.T.G. Inc.** will pay to Monroe County the sum of Two Hundred-Twenty Thousand Dollars (\$220,000.00). Monroe County and **G.T.G. Inc.** each agree that the consideration for the Niles Ferry Property was negotiated by the parties at arms' length. **G.T.G. Inc.** represents that the consideration for the Niles Ferry Property is a fair price offered by **G.T.G. Inc.** after examination of the cost of other like properties in the marketplace, and that **G.T.G. Inc.** is under no obligation to purchase the Niles Ferry Property. Monroe County represents that the consideration for the Niles Ferry Property is a fair price agreed to after reasonable investigation and calculation, and that Monroe County is under no obligation to sell the Niles Ferry Property.

The sum of Two Hundred-Twenty Thousand dollars (**\$220,000.00**), which amount will be paid by **G.T.G. Inc.** to Monroe County at closing. As consideration for the execution of this Agreement, **G.T.G. Inc.** will pay upon execution of this Agreement the sum of \$50,000.00 to be held in escrow as earnest money. The earnest money deposit will be applied to the purchase price at closing. If **G.T.G. Inc.** fails under the circumstances set out herein, and/or if the purchase is not complete, the earnest money deposit will be surrendered to Monroe County subject to the exceptions set out in this Agreement.

2.6 Closing Costs. Monroe County will provide a Warranty Deed or Deed which is in acceptable form to convey the Property to **G.T.G., Inc.** **G.T.G. Inc.** will pay all other costs including closing costs, and will, at the Buyer's expense, including the premium of a Title Insurance Policy and any geologic testing. Buyer will further pay the cost of recording documents and other costs not listed. The only cost to Monroe County is for the survey and Deed of transfer.

2.7 Further Assurance and Cooperation. **G.T.G. Inc.** and Monroe County each agree to cooperate in good faith with each other and to execute and deliver in connection with the Closing or thereafter such other and further agreements, documents and instruments as may be reasonably necessary or required in order to fully consummate the transactions contemplated by this Agreement.

### **ARTICLE III. REPRESENTATIONS**

3.1 Development Plan and Building Requirement. The parties hereto agree that **G.T.G. Inc.'s** use of the Niles Ferry Property is subject to the Covenants for Niles Ferry Industrial Properties attached hereto as Exhibit B ("Niles Ferry Covenants").

3.2 Representations and Covenants by **G.T.G. Inc.**: *G.T.G. Inc.* makes the following representations as the basis for the purchase of the Niles Ferry Property and agrees:

4.4 Easement. It is contemplated by the parties and as a condition of the sale that the Buyer will provide and Monroe County will have a 50' perpetual permanent easement along the side of any road constructed by the Buyer for access for the construction of utilities or any other legal purposes. Neither Monroe County or the Buyer will place permanent obstruction on the right of way and neither Monroe County or Buyer or their assigns will cause the right of way to be altered or amended which would prevent its use by Monroe County or their assigns for any purpose consistent with this Agreement.

4.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties. No representations, warranties, or promises pertaining to this Agreement or the Niles Ferry Property have been made by, or shall be binding on, either of the parties, except as stated in this Agreement. This Agreement may not be changed orally, but only by an agreement in writing signed by both of the parties.

4.6 Construction. The interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Tennessee.

4.7 Notice. Any notice which may be or is required to be given pursuant to this Agreement shall be sent by Registered Mail, Return Receipt requested, in overnight mail by the United States Postal Service, as follows:

To Monroe County: Dr. Mitch Ingram, County Mayor  
Monroe County Courthouse  
105 College Street  
Madisonville, TN 37354

With copy to: J. Reed, Dixon, Attorney at Law  
Monroe County Attorney  
Post Office Box 111  
Sweetwater, TN 37874

To G.T.G. inc.: G.T.G. Inc. (Don Greene Sr.)  
Attn: Don Greene, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

With copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature Pages to Follow]

STATE OF TENNESSEE  
COUNTY OF KNOX

BEFORE ME, the undersigned Notary Public of said state and county, personally appeared DON GREENE SR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Owner and CEO of G.T.G. Inc., and executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

**EXHIBIT B**

**NILES FERRY COVENANTS**

RESOLUTION NO. **0727-29**

RESOLUTION TO APPROVE THE MONROE COUNTY FRIENDS OF ANIMALS  
MEMORANDUM OF UNDERSTANDING  
MADISONVILLE, MONROE COUNTY, TENNESSEE

**WHEREAS:** The Memorandum of Understanding was presented to the Monroe County Commission for the approval of a new animal shelter and under certain terms set out therein to support the facility.

**WHEREAS:** That it is the intention of the contract and the Memorandum of Understanding to provide a shelter for stray animals, the terms of which are fully set out in the Memorandum of Understanding.


**WHEREAS:** The baseline from which the Contract amount is derived is \$197,911.00. Each year thereafter the Contract Amount will be the preceding year amount ~~adjusted for inflation as of December 31<sup>st</sup> of the preceding year.~~

**WHEREAS:** The term of the contract shall be for six years.

**NOW, THEREFORE, BE IT RESOLVED** by the Monroe County Commission meeting in regular session that it being in the best interest of the County, the Memorandum of Understanding (a copy of which is attached) be approved and is effective upon execution.

This resolution shall take effect immediately upon its passage the public welfare requiring it.

**PASSED** this 27<sup>th</sup> Day of July, 2021

  
**Vice-Chairman**  
**Paulette Summey**

ATTEST:

  
Larry C. Sloan, County Clerk



**PASSED THIS 27<sup>th</sup> day of July 2021**

It was moved by Commissioner Reynolds, seconded by  
Commissioner Harrill, that this resolution be approved  
as presented. Aye 7 Nay Bright



**07/27-5 THRU 07/27-25 DEPARTMENTAL QUARTERLY REPORTS**

07/27-5	Mayor Quarterly Report
07/27-6	Monroe County Dental Clinic
07/27-7	Ambulance Service
07/27-8	Archives & <b>ANNUAL</b>
07/27-9	Building Permits
07/27-10, 10A	Circuit Court & General Sessions
07/27-11	Clerk & Master & <b>ANNUAL</b>
07/27-12	County Clerk & <b>ANNUAL</b>
07/27-13	Director of Economic Development
07/27-14	GIS Directors Report
07/27-15	Register of Deeds & <b>ANNUAL</b>
07/27-16	Service Officer
07/27-17	Sheriff's Dept. & <b>ANNUAL</b>
07/27-18	Solid Waste
07/27-19	Tourism & <b>ANNUAL</b>
07/27-20	Rabies and Animal Control
07/27-21	Planning Department
07/27-22	Information Technology Department
07/27-23	Emergency Management Agency
07/27-24	Maintenance Department
07/27-25	Airport


It was moved by Commissioner Kirkland, Seconded by  
Commissioner Harrill to accept all quarterly reports as a whole. AYE 8

07/27-26 THRU 07/27-28      **SEE ACTUAL Resolutions**

07/27-29    Motion was made by Commissioner Reynolds, Seconded by Commissioner  
Kirkland to grant the \$197,911 but to amend the memorandum to say that  
it will be reviewed yearly at budget time and not adjusted for inflation.

**Aye 7 Nay Bright**

Adjournment

  
Larry C. Sloan County Clerk



PASSED, this 27<sup>th</sup> Day of July, 2021

  
Vice-Chairman  
**Paulette Summey**