

MINUTES

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

November 24th, 2020

BE IT REMEMBERED, that the Board of Commissioners for Monroe County, Tennessee was begun and held at the Monroe County Courthouse in Madisonville, Tennessee, in Regular Session, November 24, 2020 at 6:00 P.M. Present and presiding was Chairman Joe Anderson. The following Commissioners were present and answered roll call.

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

Also present, were Finance Director Elizabeth Hicks, County Clerk Larry Sloan, and County Attorney Jerome Melson. The board of Commissioner was officially opened by Captain Jane Mason. The invocation was given by Commissioner Leming. The Pledge of Allegiance to the Flag was led by Commissioner Reynolds.

11/24-1 Commissioners Minutes for October 27th. 2020.

Motion was made by Commissioner Harrill, seconded by Commissioner Leming to accept minutes as presented. Aye 10 Nay 0

11/24-2 Notary Public Applications:

Motion was made by Commissioner Thomas, seconded by Commissioner Summey to accept the following individuals as notaries.

RESOLUTION NO. 1124-5

A RESOLUTION AUTHORIZING A MULTIPLE YEAR LEASE PURCHASE and MAINTENANCE AGREEMENT FOR THE MONROE COUNTY BOARD OF EDUCATION

WHEREAS, the Monroe County Board of Education Special Education Department has a need to upgrade, operate and maintain their current copier including hardware/software system within the respective offices, and

WHEREAS, the current copier is not sufficiently meeting the needs of the function of the department in concern, and

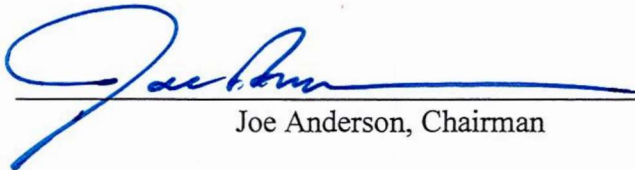
WHEREAS, the proceeds for a multi year lease agreement are currently budgeted within the Monroe County General Board of Education Budget as deemed necessary in order to expedite the resolution of this matter, and

WHEREAS, the projected cost of this copier hardware/software system 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.

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 lease agreement with Appalachia Business Communications and the lease is not to extend over a period of more than sixty-three (63) months.

Be It Further Resolved that this resolution be effective immediately upon the passage for the public welfare demanding it on this the 24th Day of November, 2020.




Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Summey, seconded by
Commissioner Leming, that this resolution be approved
as presented. Aye 10 Nay

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf. (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

1. You authorize us to place under maintenance the equipment listed on this agreement
2. The equipment listed on this form will receive preventative maintenance inspections on each call during the one-year term of this agreement, unless otherwise specified, to include the inspection, adjusting, cleaning, and lubrication of machines so covered if needed. Said calls to take place between the hours of 8:00 a.m. to 5 p.m. Monday through Friday, excluding holidays, as reasonably requested.
3. This does not cover the replacement of parts made necessary by carelessness, misuse, accident, inability to properly use the equipment after proper installation and operator training, the use of non-compatible supplies, or any act of God. Our responsibility ceases if the equipment is repaired or adjusted by any person other than a representative authorized by Appalachia Business Communications.
4. You understand that our liability with respect to any property damage or injury (including death) to persons arising out of, or connected with, services performed under this agreement is limited strictly to that imposed by law, and that there is no contract imposing any greater degree of liability on us.
5. The transfer of equipment covered by this agreement to a location outside our normal service area will exclude it from the terms of this agreement without refund. The charges on machines transferred to a different zone within our normal service area during the term of this agreement will be adjusted to the applicable rate of the new zone.
6. You or Appalachia Business Communications may cancel this agreement with thirty (30) days written notice. Without notification Appalachia will continue to bill for this equipment as stated in this contract.
7. This agreement will be automatically renewed for successive one-year periods upon receipt of payment for maintenance charges in effect at the time of renewal. These prices are guaranteed for one year and may be changed without notice thereafter.
8. There shall be added to the fee for this agreement any applicable tax imposed on, or concerning the sale or delivery or furnishing of such services or materials described herein.
9. This agreement assures you of complete servicing of the equipment itemized on this agreement on an annual basis.
10. You are responsible for providing an updated meter as requested. If the machine prints a meter report, please provide a copy at time of meter request. If no response is received we will estimate the maintenance contract billing.
11. All parts and supplies (except paper and staples) will be replaced without charge, except as stated in #3 above, and with the exception shipping/freight.



COPIER MAINTENANCE AGREEMENT

Phone: 865-531-9000 Service: 865-531-9900 Fax: 865-5331-9800
www.abccopiers.com

Customer Name: MONROE, COUNTY OF dba SCHOOLS SPECIAL EDUCATION

Address: 205 OAK GROVE ROAD

City: MADISONVILLE State: TN Zip code: 37354

Phone: (423) 442-5592 Fax:

[illegible]

Meter Reading
Contact Name:

Email:

Customer Signature:

Date:

☐ I hereby choose to decline this Maintenance Agreement at this time and understand that all calls made for service or supplies will be considered chargeable at the current Zone Rates and quoted prices.



Prepared For:

Proposed Solution

TOSHIBA

Equipment Proposed

e-STUDIO3518A

Equipment Replaced

Toshiba EQ-ToshEstudio357

Volume Proposed

Mono

3572

Current Volume

Mono

81

Cost Per Page

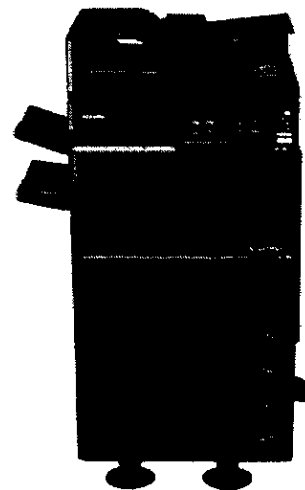
Mono

0.0084

Current Cost Per Page

Mono

0.0144



Features

Encrypted secure print
35ppm B&W and Color
(2) 550 Sheet Paper Tray
Network Printing
Cloud Storage and Scanning
Department Code Capability Standard
Secure Hard Drive Technology

20 second warm-up time
Print on banners up to 48"
100 Sheet Automatic Document Feeder
100 Sheet Bypass Tray
Scan to File, E-mail, USB and Server
Print from Mobile, USB and Cloud Storage
320 GB Hard Drive



Prepared For:

Proposed Solution

TOSHIBA

Equipment Proposed

e-STUDIO4515AC

Equipment Replaced

Toshiba EQ-TOSHIBA ES4555C

Volume Proposed

Mono	Color
573	2225

Current Volume

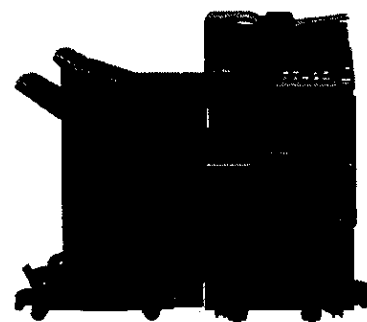
Mono	Color
573	2225

Cost Per Page

Mono	Color
0.0074	0.0530

Current Cost Per Page

Mono	Color
0.0118	0.0864



Features

Inner Staple Finisher and Hole Punch
 Encrypted secure print
 35ppm B&W and Color
 (2) 550 Sheet Paper Tray + 2,000 Sheet LCT
 Network Printing
 Cloud Storage and Scanning
 Department Code Capability Standard
 Secure Hard Drive Technology

Fax Capabilities
 20 second warm-up time
 Print on banners up to 48"
 100 Sheet Automatic Document Feeder
 100 Sheet Bypass Tray
 Scan to File, E-mail, USB and Server
 Print from Mobile, USB and Cloud Storage
 320 GB Hard Drive



Financial Summary

Current Fleet Costs

<u>Model</u>	<u>Volumes</u>		<u>Cost Per Page</u>		<u>Total Service Costs</u>	<u>Lease Payment</u>
	<u>Mono</u>	<u>Color</u>	<u>Mono</u>	<u>Color</u>		
Toshiba ES357	3,000		\$0.0144		\$47.24	\$109.00
Toshiba 4555C	573	2,225	\$0.0118	\$0.0864	\$199.00	\$169.00

Current Monthly Costs
\$524.24

Proposed Fleet Costs

<u>Model</u>	<u>Volumes</u>		<u>Cost Per Page</u>		<u>Total Service Costs</u>	<u>Lease Term</u>
	<u>Mono</u>	<u>Color</u>	<u>Mono</u>	<u>Color</u>		63 Months
e-STUDIO3518A	3,572		0.0084		\$30.00	\$295.00
e-STUDIO4515AC	573	2,225	0.0074	0.0530	\$122.17	

Proposed Monthly Investment
\$447.17

RESOLUTION NO. 1124-5A

A RESOLUTION AUTHORIZING A MULTIPLE YEAR LEASE PURCHASE and MAINTENANCE AGREEMENT FOR THE MONROE COUNTY BOARD OF EDUCATION

WHEREAS, the Monroe County Board of Education Title I Office has a need to upgrade, operate and maintain their current copier including hardware/software system within the respective offices, and

WHEREAS, the current copier is not sufficiently meeting the needs of the function of the department in concern, and

WHEREAS, the proceeds for a multi year lease agreement are currently budgeted within the Monroe County Board of Education Budget as deemed necessary in order to expedite the resolution of this matter, and

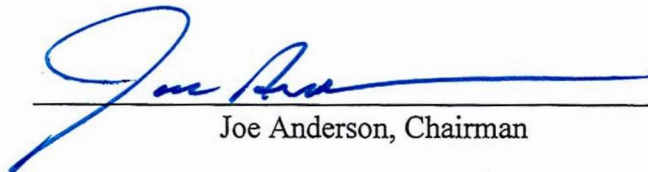
WHEREAS, the projected cost of this copier hardware/software system is such that the payments need to be spread over more than one budget year, and the Monroe County Director of Finance does not have the authority to enter into purchase contracts for this period of time without the approval of the Monroe County Board of Commissioners.

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 lease agreement with Appalachian Business Communications and the lease is not to extend over a period of more than sixty-three (63) months.

Be It Further Resolved that this resolution be effective immediately upon the passage for the public welfare demanding it on this the 24th Day of November, 2020.



ATTEST


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Harrill, seconded by
Commissioner Thomas, that this resolution be approved
as presented. Aye 10 Nay

TOSHIBA

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: Monroe, County of

Fed. Tax ID#:

Contact Person:

Bill-To Phone: 423-442-9383

Bill-To Fax:

Billing Address: 103 College St. South #9

City, State - Zip: Madisonville, TN
37354Equipment Location: 205 Oak Grove Rd. (Title One)
(if different than above)

City, State - Zip:

DEALER LOCATION

Contact Name: Appalachia Business Communications

Location: 232 S. Peters Rd. Knoxville, TN 37923

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

Toshiba 5516ACT

5516ACT

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63 of \$ 238.00 (plus applicable taxes)

Security Deposit: \$ ☐ Received

Origination Fee: Up to \$99.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options:

You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17.
3. Return Equipment.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:

Signature: 

Title:

Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.



ACCT:
ORDER:

PH: 865-531-9000

232 S. PETERS ROAD KNOXVILLE, TN 37923

FAX: 865-531-9800

BUYER: _____

SHIP TO: _____

Firm: MONROE, COUNTY of Title One

Firm: _____

Address: 205 OAK GROVE ROAD

Address: _____

City: MADISONVILLE

City: _____

State: TN

Zip: 37354

State: _____

Zip: _____

Telephone: _____

Fax: _____

Telephone: _____

Fax: _____

QUANTITY	MAKE	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	Toshiba	e-STUDIO5516ACT	55PPM Color 65 BK MFP with DSDF Tandem Drawer		
1	Toshiba	MJ1111B	MJ1111B 50 Sheet Stapling Finisher		
1	Toshiba	MJ6106N	MJ6106N Hole Punch Unit for MJ1111B & MJ1112B		
Leasing Info		Term	Type	Payment	
		63	Months	TFS-FMV-PROMO	\$238.00

UPGRADE DETAILS	INTERNAL USE
KEEP OR RETURN:	
LEASE #:	
EQUIPMENT:	
PAYOFF AMOUNT:	

This Purchase Order constitutes an agreement wherein the Buyer agrees to purchase from Seller, Appalachia Busienss Communications, the goods specified herein. This writing is intended by the Parties as the final expression of their agreement and is the complete and exclusive statement of the terms thereof.	Subtotal	
	Tax	
	TOTAL	

DATE: 9/16/2020	SALESMAN: Maggie Slaton
ID:	

New lease dissolves any remaining obligation on current lease #900-0273383-000 with Upgrade to Return.

Appalachia to return current equipment to leasing company.

CUSTOMER PO#		X	Authorized Signature	Date
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APPALACHIA BUSINESS COMMUNICATIONS

C·O·R·P·O·R·A·T·I·O·N

Proposed Solution

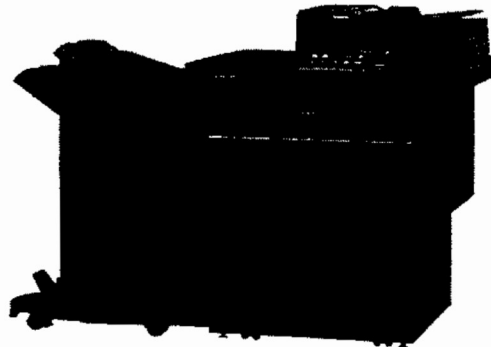
TOSHIBA

Model#

e-STUDIO5516ACT
MJ1111B
MJ6106N

Description

55PPM Color 65 BK MFP with DSDF Tandem Drawer
50 Sheet Stapling Finisher
Hole Punch Unit



Features

Encrypted secure print	20 second warm-up time
65ppm B&W and 55ppm Color	Print on banners up to 48"
(2) 540 Sheet Paper Tray + 3,520 Sheet LCT	300 Sheet Dual Scan Document Feeder
Network Printing	100 Sheet Bypass Tray
Cloud Storage and Scanning	Scan to File, E-mail, USB and Server
Department Code Capability Standard	Print from Mobile, USB and Cloud Storage
Encrypted secure print	320 GB Hard Drive

Financial Analysis

Current Monthly Lease Payment:		\$255.00 (36 mo.)
Current Service Costs		
3,896 Mono Prints For	\$0.0096 =	\$37.40
6,309 Color Prints For	\$0.0641 =	\$404.41
Avg. Monthly Costs:		\$696.81
Proposed Monthly Lease Payment:		\$238.00
Lease Term:	63 Months	
Proposed Service Costs		
3,896 Mono Prints For	\$0.0064 =	\$24.93
6,309 Color Prints For	\$0.0480 =	\$302.83
Avg. Monthly Costs:		\$565.77
Average Monthly Savings:		\$131.04

Service includes delivery, installation, training and all parts, labor and consumables. (Excluding paper and staples.)

Proposal Prepared By:

Maggie Slaton

Appalachia Business Communications Corp. Knoxville, TN. 37923

(865)531-9000

RESOLUTION NO. 1124-5B

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session November 24, 2020, that the following amendment for the Monroe Archives, be made in the County General Fund Budget for the Fiscal Year 2020-2021.

Increase Expenditures

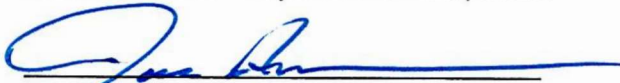
101-46190-ADP Other General Government Grants - ADP \$ 4,933.00

Increase Revenue

101-51910-599-ADP Other Charges - ADP \$ 4,933.00



PASSED this 24th Day of November, 2020.


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Thomas, seconded by
Commissioner Harrill, that this resolution be approved
as presented. Aye 10 Nay

Archives Development Grant

Archives department is purchasing new shelving for the move to the Witt building. Originally approved in August meeting. No match required.

	<u>Increase</u>	<u>Increase</u>
101-46190-ADP	4,933.00	
101-51910-599-ADP		4,933.00

ATTACHMENT 1

GRANT BUDGET				
Archives Development Program Direct Grants				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: October 1, 2020 END: May 31, 2021				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$4,933.00	0.00	\$4,933.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	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 ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	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	\$4,933.00	0.00	\$4,933.00

¹ Each expense object line-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: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

RESOLUTION NO. 1124-5C

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, on November 24, 2020, that the following amendment for the Monroe County Sheriff's Department be made in the Monroe County Sheriff's Department Fund Budget for the Fiscal Year 2020-21. This donation was made by Peoples Bank to be used for Law Enforcement Equipment.

Increase Revenue

101-44170-SHER	Donation	\$ 1,000.00
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Increase Expenditures

101-54110-716	Law Enforcement Equipment	\$ 1,000.00
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PASSED, this 24th Day of November, 2020.



ATTEST:


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Leming, seconded by
Commissioner Reynolds, that this resolution be approved
as presented. Aye 10 Nay 0

November 2020 County Commission Meeting
Fund 101 - Sheriff's Department

Fund 101 - Sheriff

Increase Revenue

101-44170-SHER	Other Local Revenue - Sheriff	1,000.00
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Increase Expenditure


101-54110-716	Law Enforcement Equipment	1,000.00
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Donation to the Monroe County Sheriff's Office from Peoples Bank in the amount of \$1,000.00



Q72#103
7-16-20

BA 718
101-54110-20

	
Monroe County Government	
MADISONVILLE, TN 37354 Phone (423) 442-9383	
RECEIPT	
Received From <u>Peoples Bank</u>	Date <u>7-15-2020</u>
For <u>Donations</u>	<u>\$1,000.00</u>
Trustee Code: <u>101-44170</u>	
Finance Code: <u>101-44170-SHE</u>	
Cash _____	By: <u>Gail Searbaugh</u>
Check <u>44458</u>	Trustee: _____

PEOPLES BANK OF EAST TENNESSEE

46458

Date
7/13/2020


Invoice Number
Donation

Description
Donation

Amount
1,000.00

7A

Amount Due: 1,000.00 W/H Amount: 0.00 Net Amount: 1,000.00

PEOPLES BANK OF EAST TENNESSEE 4511 U.S. HIGHWAY 411 MADISONVILLE, TN 37354 423-442-7262		 87-839/642	46458
PAY	DATE 7/13/2020	AMOUNT \$1,000.00	
ONE THOUSAND and 00/100			
TO THE ORDER OF:	Monroe County Sheriff's Department 4500 New Hwy 68 Suite 1 Madisonville, TN 37354	EXPENSE CHECK	
		<i>April DeB...</i>	AUTHORIZED SIGNATURE
			MP

Security features. Details on back.

10642083981 170009511

GL Account	Description	Special Proce...	Sou...	Debit Amo...	Credit Amo...	Bank Reconciliation Informati...	Cleared...
101- -11140- - -	Cash With Trustee			\$1,000.00		SR - JULY 2020 - July 2020 Ba...	
101- -44170- -SHER -	Miscellaneous Refunds - SH...				\$1,000.00		
Totals				\$1,000.00	\$1,000.00		

RESOLUTION NO. 1124-5D

A RESOLUTION TO AUTHORIZE THE SALE OF THREE AMBULANCES AS SURPLUS PROPERTY AND PLACE THEM FOR SALE BY SEALED BID.

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 Ambulance Department desires to declare as surplus property three (3) ambulances as listed on the attached email as scrap metal, and

WHEREAS, Ambulance Director, Randy White, requests approval to declare these ambulances as surplus and place them for sale by sealed bid by the Monroe County Purchasing Committee to the bidder with the highest sealed bid price per ambulance, and


WHEREAS, the Finance Director, is instructed to advertise this sale by sealed bid. If no bids are received, all scrap metal dealers within Monroe County are to be contacted to determine which dealer will pay the highest price per pound for scrap metal and negotiate the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, TENNESSEE, MEETING IN REGULAR SESSION THIS 24th Day of November, 2020, that this Commission hereby approves the sale of the attached documentation of scrap metal and any other items which may have been inadvertently omitted and declared surplus by agreed collective consent of the respective department head, Director of Finance and the County Commission.

PASSED this 24th Day of November, 2020


Joe Anderson, Chairman




Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Lemington, seconded by Commissioner Harrill, that this resolution be approved as presented. Aye 10 Nay

Libby Hicks

From: Randy White
Sent: Tuesday, November 3, 2020 12:33 PM
To: Libby Hicks
Subject: Resolution to surplus vehicles

Libby,

I would like to have a Resolution to surplus the following vehicles that are no longer being used due to mechanical problems.

Some of these vehicles have already been stripped of some parts to fix other units.

I Would like to be able to sale these by sealed Bid and have the revenue from the sale go back to the Ambulance Budget.

2015 Chevrolet Express 1GB3G2CL5F1165883 (Engine Blown)

2015 Chevrolet Express 1GB3G2CL1F1164665 (Transmission and rear suspension problems)

2014 Chevrolet Express 1GBG2CL0E1138685

I appreciate your help with this matter if you need anything else from me let me know please.

Thank you,

Randy White, Director
Monroe County Ambulance Service

RESOLUTION NO. **1124-5E**

BE IT RESOLVED, by the Monroe County Board of County Commissioners, meeting in regular session, November 24, 2020, that the following amendment for a COVID-19 Grant funding in the total amount of \$8,312.83 be approved for the Monroe County Election Commission Budget for Fiscal Year 2020-2021. The purpose of this amendment is to move all remaining grant funds to pay for election workers for work during the 2020 Election.

Increase Expenditures

101-58803-193	Election Workers	\$ 8,312.83
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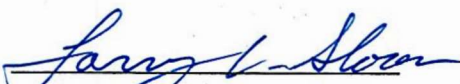
Decrease Expenditures

101-58803-101	Administrative Officer	\$ 4,121.05
101-58803-332	Legal Notices, Recording	\$ 3,471.05
101-58803-435	Office Supplies	\$ 420.73
101-58803-790	Other Equipment	\$ 300.00



PASSED, this 24th Day of November, 2020


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Thomas, seconded by
Commissioner Harrill, that this resolution be approved
as presented. Aye 10 Nay

11/5/2020

101-General Purpose

COVID-19 Grant # 3 Election Commission

To move money with in this COVID-19 grant for the Election Commission to spend all funds down.

Moving all remaining funds to pay for election workers that worked polls during election.

			<u>Debit</u>	<u>Credit</u>
Decrease	101-58803-101	Administrative Officer	\$ 4,121.05	
Decrease	101-58803-332	Legal Notices, Recording	\$ 3,471.05	
Decrease	101-58803-435	Office Supplies	\$ 420.73	
Decrease	101-58803-790	Other Equipment	\$ 300.00	
Increase	101-58803-193	Election Workers		\$ 8,312.83
			<hr/>	
			\$ 8,312.83	\$ 8,312.83

-

Gail

Fund : 101 Sub-Fund:

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
58803	COVID-19 Grant #3							
101		County Official/Administrative Officer	0.00 (4,121.05)	(4,121.05)	0.00	(4,121.05)	0.00%	0.00
193		Election Workers	0.00 (16,484.20)	(16,484.20)	10,344.14	(6,140.06)	62.75%	0.00
332		Legal Notices, Recording And Court Costs	0.00 (4,121.05)	(4,121.05)	150.00	(3,471.05)	15.77%	150.00
435		Office Supplies	0.00 (16,484.20)	(16,484.20)	2,717.77	(420.73)	97.45%	(150.00)
790		Other Equipment	0.00 (5,000.00)	(5,000.00)	13,345.70	(300.00)	94.00%	1,122.77
					4,700.00			(4.00)
								0.00
								0.00
Total 58803	COVID-19 Grant #3		0.00 (46,210.50)	(46,210.50)	13,211.91 18,545.70	(14,452.89)	68.72%	1,272.77 (154.00)
Total For Fund: 101			0.00 (46,210.50)	(46,210.50)	13,211.91 18,545.70	(14,452.89)	68.72%	1,272.77 (154.00)

* Pay for election workers

RESOLUTION NO. 1124-5F

A RESOLUTION TO DECLARE ITEMS AS SURPLUS PROPERTY AND PLACE THEM FOR SALE AS SCRAP FURNITURE AND EQUIPMENT.

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 Mayor desires to declare as surplus property the attached documentation of furniture and equipment from the Sheriff's Department Annex and Jail as well as from other offices county-wide, and

WHEREAS, Mayor Mitch Ingram, requests approval to declare the attached documentation from these various department as surplus and place it for sale as scrap at a public auction conducted by the Mayor's Office.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, TENNESSEE, MEETING IN REGULAR SESSION THIS 24th Day of November, 2020, that this Commission hereby approves the sale of the attached documentation of scrap furniture and equipment and any other items which may have been inadvertently omitted and declared surplus by agreed collective consent of the respective department head, Director of Finance and the County Commission.

PASSED this 24th Day of November, 2020


Joe Anderson, Chairman




Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Yarrill, seconded by
Commissioner Leming, that this resolution be approved
as presented. Aye 10 Nay

[illegible]

FURNITURE TO BE SCRAPPED FROM OTHER DEPARTMENTS

J. P. Kennedy Building

4	Secretarial Chairs
3	Desk Chairs with Arms
1	Lamp
2	Artificial Ficus Trees
1	Letter Folder
1	Small Trash Can

GIS

1	Cannon ImagePROGRAF iPF765 Copier (Not in Working Order)
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Dental Clinic

1	Brother Color Fax Machine - Needs Toner
1	Brother Drum Unit DR600
1	Brother Toner Cartridge TN550
1	Dental X-ray Duplicator

Property Assessors Office

2	Computer Desks
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Maintenance Department

11	2 X 4 Fluorescent Light Fixtures
27	2 X 2 Fluorescent Light Fixtures
100	Four Foot Fluorescent Light Bulbs
1	Water Fountain
1	Utility Sink

MONROE COUNTY BOARD OF EDUCATION
BUDGET AMENDMENTS

Tuesday, November 24, 2020

Resolution #6

BOE Amendment # 1112-01 141-General Purpose Schools \$38,350.84

Moving money from the custodial supply line to maintenance and repair buildings for emergency unforeseen repairs not budgeted for. We were able to have available funds in the custodial line due to the County receiving a COVID Grant. The County General Fund reimbursed the schools for COVID supplies that had been purchased. The overall total was around \$83,000 for several departments.

Resolution #6A

BOE Amendment # 1112-02 141-General Purpose Schools \$30.00

To move money from the Director of School Longevity line item to the Office of the Principal Longevity line item to correct overage. Too much budgeted in one area and not enough in the other. Correcting due to the fact that we cannot have any salary line items over at year end. Logevity on the Non-Professionals is paid out in October payroll.

Resolution #6B

BOE Amendment # 1112-03 142-Federal Projects-010 Consolidated Admin \$140,702.74

Budgeting carryover funds from the 19-20 school year into the 2020-2021 school year. These are Consolidated Admin funds that were not spent last year and are carried over into this year.

Resolution #6C

BOE Amendment # 1112-04 142-Federal Projects-108 Title I \$375,573.12

Budgeting carryover funds from the 19-20 school year into the 2020-2021 school year. These are Title I funds that were not spent last year due to COVID, year end events did not happen and are carried over into this year. It is recommended to carry over at least 10%-15% every year to plan for unexpected budget cuts.

Resolution #6D

BOE Amendment # 1112-05 142-Federal Projects-207 Title II \$139,170.49

Budgeting carryover funds from the 19-20 school year into the 2020-2021 school year. These are Title II funds that were not spent last year and are carried over into this year.

Resolution #6E

BOE Amendment # 1112-06 142-Federal Projects-441 Title IV \$47,002.11

Budgeting carryover funds from the 19-20 school year into the 2020-2021 school year. These are Title IV funds that were not spent last year and are carried over into this year.

Resolution #6F

BOE Amendment # 1112-07 142-Federal Projects-901 IDEA Part B SPED \$16,867.17

The remaining 2019-2020 carryover funds for federal 142 Special Education budget were loaded into eplan in the amount of \$16,867.17. This budget amendment is requested to allow the budgeting of those carryover funds into two line items listed above. In mid-September, our original federal SPED budget was reduced by \$16,256.

Therefore, these carryover funds will help offset that budget cut.

WITNESSED:

PASSED this 24th Day of November, 2020



Larry C. Sloan, County Clerk

Joe Anderson, Chairman

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Harrell, seconded by
Commissioner Leming, that this resolution be approved
as presented. Aye 10 Nay

RESOLUTION NO. 1124-7

A RESOLUTION AUTHORIZING THE SUBMISSION OF A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO FUND A WATERLINE EXTENSION PROJECT

WHEREAS, the Community Development Block Grant (CDBG) program as administered by the State of Tennessee offers grants to local jurisdiction to fund public infrastructure facilities; and

WHEREAS, counties and municipalities within the State of Tennessee may apply annually for such CDBG funding; and

WHEREAS, the Community Development Block Grant (CDBG) Program also offers a deduction in the percentage match for Three Star Communities; and

WHEREAS, the Three Star incentive makes the 2021 CDBG match for Monroe County 11% or \$77,865.00 based on a \$707,865.00 grant limit; and

WHEREAS, Monroe County will apply for the CDBG grant to fund a wastewater system improvements project.

NOW, THEREFORE, BE IT RESOLVED that the Monroe County Commission hereby requests the Mayor or his representatives to prepare and submit a 2021 Community Development Block Grant application for funding up to the maximum amount of \$ 630,000.00 (CDBG) funds with a local match of \$77,865.00 for a total project cost of \$707,865.00.

PASSED this 24th Day of November, 2020



ATTEST:


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Harrill, seconded by
Commissioner Thomas, that this resolution be approved
10 AYE

Resolution #

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A 2021 COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO FUND A
WATERLINE EXTENSION PROJECT**

WHEREAS, the Community Development Block Grant (CDBG) Program as administered by the State of Tennessee offers grants to local jurisdiction to fund public infrastructure facilities, and

WHEREAS, Counties and municipalities within the State of Tennessee may apply annually for such CDBG funding; and

WHEREAS, the Community Development Block Grant (CDBG) Program also offers a deduction in the percentage match for three star communities, and

WHEREAS, the Three Star incentive makes the 2021 CDBG match for Monroe County 11% or \$62,307.00 based on a \$630,000.00 grant limit, and;

WHEREAS, Monroe County will apply for the CDBG grant to fund a wastewater system improvements project; and

NOW, THEREFORE, BE IT RESOLVED that the Monroe County Commission hereby requests the Mayor or his representatives to prepare and submit a 2021 Community Development Block Grant application for funding up to the maximum amount of \$630,000.00 (CDBG) funds with a local match of \$62,307.00 for a total project cost of \$692,307.00..

Resolved this ____ day of _____, 2020

Certified: _____

RESOLUTION NO. 1124-8

**RESOLUTION OF THE MONROE COUNTY COMMISSION REQUESTING FOR STATE
OFFICIALS TO ADD MEAT PROCESSING TRAINING TO TENNESSEE COLLEGE OF
APPLIED TECHNOLOGY CURRICUM**

WHEREAS, Tennessee College of Applied Technology currently offers training for various types of skill development throughout the State; and

WHEREAS, the COVID-19 Pandemic has impacted food processing plants nationwide; and

WHEREAS, the impact of the COVID-19 Pandemic has created a need for skilled meat processing labor throughout the country; and

WHEREAS, States have identified a need for such skilled training.

NOW, THEREFORE BE IT RESOLVED, that the Monroe County Commission requests State officials to consider recommending and funding such training curriculum through Tennessee College of Applied Technology facilities.

PASSED this 24th Day of November, 2020




Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Reynolds, seconded by
Commissioner Harrill, that this resolution be approved
as presented. Aye 10 Nay

RESOLUTION NUMBER – 7.13.20A
RESOLUTION REQUESTING FOR STATE OFFICIALS TO ADD MEAT
PROCESSING TRAINING TO TENNESSEE COLLEGE OF APPLIED TECHNOLOGY
CURRICULUM

WHEREAS, Tennessee College of Applied Technology currently offers training for various types of skill development throughout the State; and

WHEREAS, the COVID-19 pandemic has impacted food processing plants Nationwide; and

WHEREAS, the impact of the COVID-19 pandemic has created a need for skilled meat processing labor throughout the country; and

WHEREAS, States have identified a need for such skilled training.

NOW THEREFORE BE IT RESOLVED, that the Grainger County Legislative Body requests state officials to consider recommending and funding such training curriculum through Tennessee College of Applied Technology facilities.

APPROVED AND ADOPTED, by the Grainger County Legislative Body this 8th day of June, 2020.

ATTEST:

County Clerk

Commission Chairman

County Mayor

RESOLUTION NO. 1124-9

RESOLUTION OF THE MONROE COUNTY COMMISSION TO AUTHORIZE THE COUNTY MAYOR TO PURSUE NEGOTIATIONS WITH CITY OF MADISONVILLE REPRESENTATIVES FOR THE SALE OF THE FORMER MONROE COUNTY JAIL PROPERTY AND JAIL ANNEX PROPERTY

WHEREAS, Monroe County no longer has need of the property formerly used as the Monroe County Jail and the Monroe County Jail Annex; and

WHEREAS, representatives of the City of Madisonville have expressed interest to the Monroe County Mayor in pursuing discussions aimed at the potential purchase of the described property from Monroe County; and

WHEREAS, the Monroe County Commission is agreeable to authorizing the Monroe County Mayor to conduct preliminary negotiations with appropriate representatives of the City of Madisonville in relation to the potential sale of the property hereinabove described; and

WHEREAS, the Monroe County Mayor will report back to the Monroe County Commission the substance of any proposals received from the City of Madisonville with respect to this proposed transaction with the terms of any such proposed transaction to be subject to the final approval of the Monroe County Commission.

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Commission meeting in regular session on the 24TH Day of November, 2020 that Monroe County Mayor Mitch Ingram is hereby authorized to enter into preliminary negotiation with appropriate representatives of the City of Madisonville and to communicate the substance of any proposals received from the City of Madisonville to the Monroe County Commission for final approval and/or other appropriate action as soon as the same may be practicable.



ATTEST:

PASSED this 24th Day of November, 2020


Joe Anderson, Chairman


Larry C. Sloan, County Clerk

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Thomas, seconded by Commissioner Shaddeu, that this resolution be approved as presented. Aye 9 Nay 1 (Kirkland)

RESOLUTION NO. 1124-10

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A 2021 COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO FUND A WATERLINE
EXTENSION PROJECT**

WHEREAS, the Community Development Block Grant (CDBG) Program as administered by the State of Tennessee offers grants to local jurisdiction to fund public infrastructure facilities; and

WHEREAS, Counties and municipalities within the State of Tennessee may apply annually for such CDBG funding; and

WHEREAS, the Community Development Block Grant (CDBG) Program also offers a deduction in the percentage match for Three Star Communities; and

WHEREAS, the Three Star incentive makes the 2021 CDBG match for Monroe County 11% or \$62,307.00 based on a \$630,000.00 grant limit; and

WHEREAS, Monroe County will apply for the CDBG grant to fund a wastewater system improvements project.

NOW, THEREFORE, BE IT RESOLVED that the Monroe County Commission hereby requests the Mayor or his representatives to prepare and submit a 2021 Community Development Block Grant application for funding up to the maximum amount of \$630,000.00 (CDBG) funds with a local match of \$62,307.00 for a total project cost of \$692,307.00.

PASSED this 24th Day of November, 2020

Joe Anderson, Chairman

ATTEST:

Larry C. Sloan, County Clerk

Repeat
of
#7

RESOLUTION NO. 1124-11

RESOLUTION TO ALLOW THE MONROE COUNTY AMBULANCE DEPARTMENT TO DONATE SURPLUS PROPERTY TO THE MONROE COUNTY RESCUE SQUAD

WHEREAS, The Monroe County Ambulance Department has a Chevrolet Ambulance VIN# 1GB3RCL2G1242252 and Stryker Stretcher SN# 111141089 that is no longer in service for its original purpose, and

WHEREAS, the Monroe County Ambulance Department wishes to donate this surplus ambulance and stretcher to the Monroe County Rescue Squad for use to transport bodies from accident sites and/or patient residences, and

WHEREAS, T.C.A. § 12-9-110, states that a "public agency" partially supported by public funds is allowed to receive donation of equipment from a county government. This allows the Monroe County Legislative Body to authorize the donation of equipment to a public agency such as the Monroe County Rescue Squad.

NOW THEREFORE BE IT RESOLVED, that the Monroe County Legislative Body hereby authorizes the donation of the said ambulance and stretcher from the Monroe County Ambulance Department to the Monroe County Rescue Squad for use in transporting bodies from accident sites and/or residences.

Adopted this the 24th Day of November, 2020.



ATTEST:


Larry C. Sloan, County Clerk

APPROVED:


Joe Anderson, Chairman

PASSED THIS 24nd day of November 2020

It was moved by Commissioner Reynolds seconded by
Commissioner Wemling, that this resolution be approved
as presented. Aye 10 Nay

Libby Hicks

From: Randy White
Sent: Tuesday, November 10, 2020 1:48 PM
To: Libby Hicks
Subject: surplus items

Libby,

We would like to surplus the following items and have them donated to the Monroe County Rescue Squad.

2016 Chevrolet Express Vin# 1GB3RCL2G1242252

Stryker Power Stretcher SN # 111141089

The Stretcher is one of the first ones we purchased and can no longer be used with our loading system.

Randy White, Director
Monroe County Ambulance Service

RESOLUTION NO. 1124-12

A RESOLUTION AUTHORIZING THE MONROE COUNTY MAYOR TO PURSUE NEGOTIATIONS WITH THE MONROE COUNTY FRIENDS OF ANIMALS ("MCFA") FOR THE POTENTIAL TRANSFER OF ANIMAL CONTROL TO MCFA

WHEREAS, Monroe County desires to explore alternative opportunities to provide animal control services within Monroe County; and

WHEREAS, MCFA has expressed to Monroe County a desire and willingness to pursue any construction of an animal control/shelter facility and, upon its completion, provide animal control and shelter services for citizens and residents of Monroe County; and

WHEREAS, MCFA desires to pursue an agreement with Monroe County for Monroe County to continue to provide MCFA a sufficient annual monetary contribution to ensure MCFA's ability to provide the needed animal control services; and

WHEREAS, MCFA wishes to negotiate an agreement with Monroe County to address essential terms of such an arrangement; and

WHEREAS, Monroe County is agreeable to authorizing the Monroe County Mayor to pursue such initial negotiations and report back to the Monroe County Commission to secure final approval of any proposed arrangement between Monroe County and MCFA.

NOW THEREFORE, BE IT RESOLVED by the Monroe County Commission meeting in regular session on November 24, 2020, that the Monroe County Mayor is hereby authorized to pursue negotiations with MCFA for the potential transfer of animal control to MCFA and to tender the details of such proposed arrangements to the Monroe County Commission for final approval as soon as the same is practicable.

This Resolution shall take effect upon its passage, the public welfare requiring it.

 *Failed
no second*

PASSED this 24TH Day of November, 2020.

Joe Anderson, Chairman

ATTEST:


Larry C. Sloan, County Clerk

PASSED THIS 24th day of November 2020

It was moved by Commissioner Smalley, seconded by
Commissioner _____, that this resolution be approved
as presented. Aye___ Nay___

"Failed"

There is a (five) 11/24-13
ON DISCUS

MONROE COUNTY GOVERNMENT
COUNTY COMMISSION
AGENDA REQUIREMENTS

Date: 11/6/20

Agenda Deadline: Must be turned in by the 15th of each month. In order to ensure that you will be on the agenda, please complete this form in its entirety.

Name: Jim Riley / Jennifer Collins

Address: 1141 Kahite Trl, Vero

Phone: 815-830-3228 Business Phone: _____

Please state the purpose or reason for appearing before the Monroe County Government, County Commission. Fully describe the nature of any such request or proposal. ATTACH ANY AND ALL DOCUMENTS PERTAINING TO THIS REQUEST OR PROPOSAL HERETO. Documents not submitted herewith shall NOT be considered for presentation at meeting.

We wish to inform and update Commissioners
on the progress of Isaiah 117 House

No Funds or action will be requested

If further space is needed, attach additional sheet.

I have ____ I have not X discussed this matter prior to this request with the Mayor, a Commission member, or Department Head.

If answer "I have", with whom did you discuss this request/proposal? _____

When discussed? _____

What was outcome of said discussion? N/A

Your appearance before the Monroe County Government, County Commission may be listed on the Agenda as an item to be brought before the Commission as public comment. No discussion with the Commission on such matters ordinarily occurs. However, be assured the members of the Commission will give all appropriate consideration to your comments and/or requests.



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

County Local Option

November 18, 2020

2020

Letter ID: L1529731200

Collection Month: 31-Oct-2020

Dear Monroe County Trustee:

The Department of Revenue has collected and allocated the amounts below during October, 2020 from Local Option Sales Tax as follows:

County/City Name	Total Collections	Less Admin. Costs	Net Collections
Monroe County	-\$184,125.75	\$2,071.41	-\$182,054.34
Madisonville	-\$326,537.90	\$3,673.55	-\$322,864.35
Sweetwater - Monroe County	-\$339,022.26	\$3,814.00	-\$335,208.26
Tellico Plains	-\$55,092.48	\$619.79	-\$54,472.69
Vonore	-\$145,699.31	\$1,639.12	-\$144,060.19
	-\$1,050,477.70	\$11,817.87	-\$1,038,659.83

(Collections are shown as negative amounts)

Note that we have deducted 1.125% state cost of administration leaving the net collections. The Department of Finance and Administration has been notified to issue a payment to the Trustee of your county in the amount of the net collections.

Please be aware that normal Local Option Sales Tax collections may fluctuate. This could be due to additional collections on assessments or reductions as a result of taxpayer refunds or returned checks. Should your collection amount increase significantly, it might be the result of an audit assessment.

For additional information regarding the allocation you may call the Division of Financial Control at 615-532-8944 between 7:30 a.m. and 4:00 p.m. central time, Monday through Friday, holidays excepted.

Judy D. Sneed

Elizabeth Alvis Giradeau

Joy Pallis Futrell

Linda Ownby Dockery

Julie Bruce White

Kassidi Blake Freeman

11/24-3 Trustee Monthly Report

Motion was made by Commissioner Wiseman, seconded by Commissioner Thomas to accept report as presented **VOICE 10**

11/24-4 Director of Finance Report

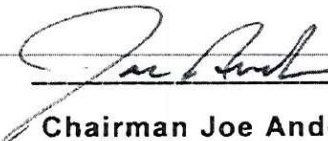
Motion was made by Commissioner Thomas, seconded by Commissioner Harrill, to accept report as presented. **Voice 10**

11/24-5 to 11-24-12 SEE ACTUAL RESOLUTIONS

(11/24-7 Motion was made By Commissioner Kirkland, Seconded by Commissioner Harrill to amend Resolution to show corrected figures. Aye 10)

11/24-13 Public Comment: Jim Riley (Issiah 117 House)

Adjournment


Chairman Joe Anderson


County Clerk Larry C Sloan



Minutes

1/26-1

TO: SHARON
FROM: LARRY C. SLOAN/Angela
RE: MONROE COUNTY BOARD OF COMMISSIONERS CALLED SESSION

PLEASE PUBLISH THE FOLLOWING NOTICE IN THE NEXT AVAILABLE ISSUE OF THE BUZZ.

**AGENDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
CALLED SESSION
December 10th, 2020
5:30 P.M.
Monroe County Courthouse**

Purpose: Consideration of refinancing of debt

RESOLUTION NO. 12-10-1

A RESOLUTION AUTHORIZING THE TERMINATION OF A CERTAIN INTEREST RATE SWAP AGREEMENT OF THE PUBLIC BUILDING AUTHORITY OF SEVIER COUNTY, TENNESSEE RELATING TO CERTAIN OF ITS BONDS, THE PROCEEDS OF WHICH WERE LOANED TO MONROE COUNTY, TENNESSEE

WHEREAS, The Public Building Authority of Sevier County, Tennessee (the "Authority"), has previously issued its Local Government Public Improvement Bonds, Series V-C-2 dated October 15, 2003 (the "Bonds"), the proceeds of which were loaned to Monroe County, Tennessee (the "County"); and

WHEREAS, the Authority has entered in an interest rate swap arrangement (the "Swap Agreement"), which presently serves as an interest rate hedge for outstanding variable rate indebtedness of the Authority issued for the benefit of the County to refund the Bonds, and payments under the Swap Agreement are paid on behalf of the Authority by the County through a loan agreement between the County and the Authority entered into in connection with the issuance of the Bonds; and

WHEREAS, the counterparty to the Swap Agreement has offered a reduced cost from current market values to terminate the Swap Agreement that is favorable to the County, and the County desires to request that the Authority terminate the Swap Agreement; and

WHEREAS, in furtherance of the foregoing, the County desires to: (i) approve the termination of the Swap Agreement and (ii) authorize such other actions as are necessary to accomplish the termination.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Monroe County, Tennessee, as follows:

Section 1. Amendment and Termination of the Swap Agreements. The County hereby approves the termination of the Swap Agreement. The County Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver such termination agreements in the name and on behalf of the County as shall be necessary to accomplish the termination of the Swap Agreement. In connection with the execution and delivery of such termination agreements, the County Mayor is hereby authorized, empowered and directed to execute all such documents, instruments, and/or certificates and to do all such acts and things, as may be necessary or appropriate to terminate the Swap Agreement. The County is furthermore authorized to make a termination payment from its debt service fund relating to the Swap Agreement at the current market value thereof less the discount offered by the counterparty thereto.

Section 2. Further Actions. All acts and doings of the officers of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the termination of the Swap Agreement shall be and the same hereby are in all respects, approved and confirmed.

Section 3. Immediate Effect. This Resolution shall be in immediate effect from and after its adoption.