

MINUTES

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

REGULAR SESSION

JULY 27, 2010

BE IT REMEMBERED, that the Board of Commissioners for Monroe County, Tennessee, was begun and held at the Courthouse in Madisonville, Tennessee, in Regular Session, JULY 27, 2010 at 7:00 P.M. Present and presiding was Wanda Alexander, Chairperson, and the following Commissioners were present and answered roll call.

FIRST DISTRICT

Wanda Alexander
Larry Anderson

SECOND DISTRICT

Bill Bivins
Richard Kirkland

THIRD DISTRICT

Harold Hawkins
Bill Shadden
Roger Thomas

ALSO PRESENT, were County Mayor, J. Allan Watson, County Clerk, Larry C. Sloan, County Attorney Jerome Melson & Finance Director, R. Brian Tallent.

Absent were Commissioner Moser, 1st District & Judy Lee, 2nd District.

The Board of Commissioners was officially opened by Sheriff Bivens.

The invocation was given by Mayor Allan Watson.

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

727-1 BOARD OF COMMISSIONERS MINUTES FOR JUNE 22, 2010-APPROVED

There being no exceptions to the Board of Commissioners Minutes for June 22, 2010, it was moved by Commissioner THOMAS, seconded by Commissioner ANDERSON, that these minutes be approved as presented. Motion carried. Aye 7 - Nay 0

727-2 THRU 727-20 DEPARTMENTAL QUARTERLY REPORTS-APPROVED

It was moved by Commissioner THOMAS, seconded by Commissioner HAWKINS, that the following departmental quarterly reports be approved as presented. Motion carried. Aye 7 - Nay 0

727-2	Mayor Quarterly Report
727-3	Road Supt Quarterly Report
727-4	School Supt Quarterly Report
727-5	Director of Finance Report
727-6	Ambulance Service Quarterly/Annual Report
727-7	Animal Shelter Quarterly Report
727-8	Archives Quarterly Report
727-9	Building Permits Quarterly Report
727-10	Circuit Court Quarterly/Annual Report
727-11	Clerk & Master Quarterly/Annual Report
727-12	County Clerk Quarterly/Annual Report
727-13	GIS Directors Report
727-14	Industrial Development Quarterly Report
727-15	Register of Deeds Quarterly/Annual Report
727-16	Service Officer Quarterly Report
727-17	Sheriffs Dept Quarterly/Annual Report
727-18	Solid Waste Quarterly Report
727-19	Tourism Quarterly Report
727-20	Trustee Monthly Report

727-21 NOTARY PUBLIC APPLICATIONS-APPROVED

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

AMY L. ALEXANDER
 ROBIN D. BARNETT
 PATRICIA C. CARR
 ROBERT W. COSTNER
 AMBER DAWN DAVIS
 SHEILA P. ERVIN
 JERRY LLOYD GRAY
 MELISSA WOLFE MCCONKEY
 PAMELA L. MCLEMORE
 DONNA K. MILLSAPS
 SUE CURTIS-WILSON

727-22 RESOLUTION: BUDGET AMENDMENT, COUNTY GENERAL FUND BUDGET –NONE**727-23 RESOLUTION: BUDGET AMENDMENT, SCHOOL DEPARTMENT-NONE****727-24 RESOLUTION: AUTHORIZING SUBMISSION OF APPLICATION FOR LITTER & TRASH COLLECTING GRANT FOR FY 2010-2011 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT-APPROVED**

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

THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Monroe County is authorized to apply on behalf of Monroe County for a Litter and Trash Collection Grant for FY 2010-2011 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, and the Monroe County Commission, the County Mayor of Monroe County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Monroe County.

Approved at the regularly held meeting on the 27th day of July, 2010.

It was moved by Commissioner THOMAS, seconded by Commissioner SHADDEN, that the following resolution be approved as presented. Motion carried. Aye 7 - Nay 0

727-25 RESOLUTION: TO ESTABLISH, SUPPLEMENT AND AMEND REGULATIONS, RESTRICTIONS AND AUTHORIZATION REQUIREMENTS FOR THE OPERATION OF GROUND OR AIR AMBULANCE TREATMENT AND TRANSPORT SERVICES; TO GRANT EXCLUSIVE SERVICE RIGHTS TO MONROE COUNTY EMERGENCY MEDICAL SERVICE TO OPERATE AND MAINTAIN AN AMBULANCE SERVICE AS THE EXCLUSIVE PRIMARY SERVICE PROVIDER OF AMBULANCE TRANSPORT AND EMERGENCY MEDICAL SERVICE WITHIN THE BORDERS OF MONROE COUNTY; AND TO SO DECLARE THAT THE OPERATION OF AMBULANCE SERVICE WITHIN MONROE COUNTY IS A PUBLIC SERVICE NECESSARY FOR THE CONVENIENCE AND PROTECTION OF THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS AND VISITORS AND INHABITANTS OF THIS COUNTY-APPROVED

WHEREAS, Monroe County Emergency Medical Service ("Ambulance") was established on September 10, 1973, by an act of the County Court and began service in January 1, 1974 as the primary responder of emergency and non-emergency care and transportation to both the cities of Sweetwater, Madisonville, Tellico Plains, Vonore, and all of Monroe County; and

WHEREAS, Monroe County Emergency Medical Service ("Monroe County EMS") has maintained that pre-hospital responsibility entrusted to them, and has continue to provide response that is timely and that delivers an appropriate level of training in our region; and

WHEREAS, Tenn. Code Ann. § 7-61-102 provides that the governing body of any county or city of the State of Tennessee may provide, maintain and do all things necessary to provide ambulance service as a public service; and'

WHEREAS, the Monroe County Board of Commissioners so declares that the operation of an ambulance service within the borders of Monroe County is a public service and not a business of common right; and

WHEREAS, the operation of a public ambulance service within Monroe County is a reasonable and legitimate governmental interest and so subject to the adoption and enforcement of local regulations and controls designed to protect the health, safety and welfare of the citizens of Monroe County; and

WHEREAS, it is within the legislative discretion of the Monroe County Board of Commissioners to so designate an ambulance service as the subject of exclusive primary service provider rights, and to further operate and maintain an ambulance service for the benefit of all the citizens of Monroe County, and Monroe County EMS shall be the agency in charge of all pre-hospital care under the direction and medical protocol established and/or approved by the Monroe County EMS Medical Director; and

WHEREAS, on July 8, 2010, the Monroe County Board of Commissioners did adopt a Resolution authorizing pre-hospital medical services and now amends and restates said Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Board of Commissioners meeting in regular session this 27th day of July, 2010 in Madisonville, Tennessee, that:

SECTION I:

Scope of Coverage: The provisions of this Resolution shall apply to the Monroe County EMS.

SECTION II:

Grant of Exclusive Primary Service Provider Rights: The Monroe County EMS is hereby granted the exclusive primary service right to handle all calls for ambulance transport services originating in Monroe County and to operate and maintain an ambulance service for the public convenience and necessity in Monroe County.

Accordingly, any first responder, first responder agency, or any ambulance service arriving on the scene of any emergency inside Monroe County, prior to the arrival of Monroe County EMS, shall, in an orderly fashion, hand off medical care and control of any patient to Monroe County EMS upon their arrival, making access to the patient available, and giving a timely detailed verbal and/or written report to become part of patient care records, which minimally should include initial patient disposition, any treatment or findings, and first responder name and level of certification.

SECTION III:

Agreement with Other Counties: The Monroe County EMS may also enter into mutually beneficial agreements with other surrounding counties to provide and operate an ambulance service within another county or portions of other counties, in times of call overload and/or disaster. Monroe County EMS maintains the right to oversee any operation of Emergency Medical Service that is allowed to operate within Monroe County in such an agreement, "Standard of Care," and public welfare demanding.

SECTION IV:

Agreement with Private Entities: The Monroe County EMS may contract with private entities and healthcare facilities for ambulance transport services subject to the approval of the Monroe County Emergency Medical Service Committee.

SECTION V:

No Denial of Service: Monroe County EMS shall not deny emergency medical treatment or ambulance transportation services to any individual based on that individual's race, creed, sex, national origin, religious beliefs, insurance coverage, ability to pay, or any other discriminatory practice. Ambulance services shall be available to all requestors inside the boundaries of Monroe County commensurate with the terms and provisions of this Resolution.

SECTION VI:

Fees Shall Be Reasonable: Fees and total charges for ambulance services in Monroe County shall at all times be reasonable and competitive within the Tennessee area.

SECTION VII:

Health Care Facilities: All health care facilities, including, but not limited to, hospitals, clinics, nursing homes, assisted care or homes for the aged, shall consider the Monroe County EMS as the primary service provider of ambulance transport needs in Monroe County and shall at all times respect and adhere to the terms of this Resolution. Subject to the individual patient's request for a particular person, private, corporate, nonprofit, or government-operated ambulance service to meet that individual's private ambulance transport needs, all calls originating in Monroe County for ambulance service needs shall be transmitted to the Monroe County EMS as the primary ambulance provider. The Monroe County EMS shall handle the call for service within a reasonable period of time depending on the priority status of the call, provided that Monroe County EMS currently has the available resources, dependent upon, but not limited to, call volume, staff, ambulance and equipment availability in operation to properly and safely handle the call. If resources are currently not available from Monroe County EMS to properly and safely handle the call, Monroe County EMS may then defer to another county or locally authorized ambulance service approved to conduct ambulance transport services in Monroe County. Only those locally approved ambulance services will be allowed to operate, conduct ambulance transport services, and handle deferred calls from Monroe County EMS within Monroe County.

SECTION VIII:

Vehicles Must Comply With State and Local Laws: All vehicles providing ambulance service within the boundaries of Monroe County shall adhere to the laws of the State of Tennessee regarding emergency medical and ambulance transport requirements, licensing, traffic laws regarding responses to emergencies, provisions of this Resolution, and the following rules and regulations adopted by the Monroe County Emergency Medical Service Committee and Monroe County Board of Commissioners.

SECTION IX:

Local Vehicle Regulations: All vehicles providing ambulance service must conform and comply with all requirements of current and contemporaneous Tennessee law, and the following locally adopted mandates:

- A. All vehicles must conform to the Tennessee Department of Health regulations concerning specifications, licensing, and equipment.
- B. Each ambulance must be properly equipped with certified staff and all items necessary to be a Class A service and shall contain all equipment and supplies as provided for in Section XII of this Resolution except in the event of a disaster.
- C. Each ambulance shall be inspected daily for maintenance and repair purposes and compliance with the mandated ambulance inventory or equipment and supplies checklist pursuant to Section XI of this Resolution.
- D. All ambulances must be properly staffed, capable of responding to, and equipped

to handle emergency calls and natural disasters when needed and requested by the Monroe County EMS and participate in any mutual aide agreement and response without hesitation.

E. Each ambulance services must be equipped with a two-way radio system for both communications with their base dispatcher, hospitals, Monroe County EMS, and 911 Call Center from both inside and outside the ambulance on VHF, UHF; and/or 800 MHZ frequencies or such other additional frequencies as may be designated from time to time by the FCC Coordinator.

F. Provisions of this Resolution shall not preclude Invalid Transport as defined by TDH-EMS guidelines, so long as such Invalid Transport conforms to all state or locally adopted regulations.

G. Ambulances must have available all necessary equipment needed to allow the ambulance to travel safely in adverse or inclement weather conditions.

H. Each ambulance, along with back-up units must be equipped with minimum standards of TDH-EMS.

I. Each ambulance shall display the company name and ambulance identification number on both exterior sides of the vehicle's body with a minimum size three-inch (3") block letters. Letters should contrast with the primary body color of the vehicle and should be easily readable from a distance of one hundred feet (100').

J. All ambulances and equipment shall be kept clean and sanitary at all times. Staff shall be continuously supplied with cleaning equipment, supplies, and an area suitable for cleaning and disinfecting the ambulance.

K. Ambulance chassis shall be no more than ten (10) years old from the date of new sale or have no more than two hundred fifty thousand (250,000) miles on the odometer, except for established and dedicated backup units.

L. All vehicles must comply at all times with state guidelines for maintenance adopted by the Tennessee Department of Health and Tennessee Department of Transportation.

M. Ambulances shall undergo preventative maintenance every five thousand (5,000) miles and be repaired immediately when operational deficiencies are identified and reported by staff.

SECTION X:

Drivers and Attendants: All drivers and attendants must meet the following requirements:

A. Any ambulance used by an authorized service provider for ambulance transport services in Monroe County shall conform to all Class A ambulance service standards as defined by the TDH-EMS, and must be minimally staffed with a paramedic and an emergency medical technician 95% of the time and authorized when responding to all ambulance transport calls, except in an emergency. Critical care hospital transfers must be made by Paramedics approved in twelve (12) lead ECG interpretation and/or currently certified in critical care transports, and additionally certified by A.C.L.S. (Advanced Cardiac Life Support), P.H.T.L.S. (Pre-hospital Trauma Life Support}, or P.E.P.P. (Pediatric Emergency Pre-hospital Provider} when applicable to the transport involved. Paramedics conducting Advanced Life Support transports must be certified in Advanced Cardiac Life Support, Basic Life Support, BTLIS or Pre-hospital Trauma Life Support, and Pediatric Advanced Life Support or Pediatric Emergency Pre-hospital Provider.

B. Each Emergency Medical Technician and Paramedic shall be physically able to perform the tasks associated with patient rescue, medical treatment, and ambulance transport.

C. Each Emergency Medical Technician and Paramedic shall be clean in appearance and dress, and shall at all times display his/her name, certification, and company/agency name in an appropriate manner on their uniform. Uniform dress for all personnel is required with an insignia or patch displaying the name of the company or agency on the shirt.

D. Any service requesting authorization shall have only authorized Emergency Medical Technicians and/or Paramedics providing ambulance care and transport services.

E. Any service requesting authorization by Monroe County EMS may be asked to provide a description of their training program, including training requirements for new employees, continuing education requirements and employee evaluation programs.

F. Personnel certification, license, and training compliance documents may be required by the Monroe County EMS upon request.

SECTION XI:

Ambulance Inventory and Daily Checklist: All ambulances must conform to the TDHEMS Rules and Regulations. Specifically:

SECTION XII:

Records Compliance Inspection: All business records of the Monroe County EMS shall be subject to annual compliance inspections, conducted by the Monroe County EMS Director, or his or her designee. Inspected documents shall include, but not be limited to, the following business records of the company: call logs, response time verification forms, daily inventory forms, dispatch records, personnel training and certification forms, vehicle maintenance records, radio maintenance records, and current licensing documents, public complaints regarding the ambulance service while operating in Monroe County, insurance documents, Drug Enforcement Administration permit, a copy of fees and rates charged to citizens of Monroe County and all state required authority.

SECTION XIII:

Other Inspections: All vehicles, equipment and required reports shall be available at all times during regular business hours for inspection by the Monroe County EMS Director, or his or her designee, and/or the Regional EMS Coordinator.

SECTION XIV:

Must Respond to Emergencies and Disasters: All providers of service in Monroe County are required, in all cases of disaster or emergency drill preparedness, to respond to all requests for service from the Monroe County government, Monroe County EMS, Monroe County Emergency Management Agency, and report for coordination and training when requested to do so by the Director of the Monroe County EMS or Incident Commander on scene.

SECTION XV:

Insurance Coverage: Monroe County EMS shall maintain the minimum insurance coverage as required by the State of Tennessee per incident for malpractice, per incident for automobile insurance, and for professional liability and must maintain the statutory minimum limits on worker's compensation insurance. The insurance company must be approved and authorized to operate in the State of Tennessee. Proof of insurance shall be made available to the Monroe County EMS Director prior to local authority being granted.

SECTION XVI:

Monitoring Radio Frequency to Obtain Calls: No private, corporate, or nonprofit ambulance service, or agent thereof, shall cause or permit any ambulance to be dispatched on the basis of information received and obtained by monitoring a radio frequency assigned to law enforcement, ambulance service, rescue squad or other governmental or public agency, except pursuant to specific request and prior arrangement with the coordinating agency responsible for dispatching emergency ambulances.

SECTION XVII:

Physician Medical Director: Monroe County EMS must designate and identify the name, address and telephone number of the medical director on staff. All medical directors must be Tennessee licensed physicians, and without medical disciplinary actions by any state. The appointed medical director shall at all times work in conjunction with the Monroe County EMS to ensure that the medical treatment and transport protocol standards approved by Monroe County EMS are being properly followed by the authorized service and its staff personnel.

SECTION XVIII:

Penalties: Violations of this Resolution are enforceable in General Sessions, Chancery or Circuit Courts of Monroe County. All violations of this Resolution shall be reported immediately to the Monroe County EMS Director for review and enforcement action. Convictions for violations of this Resolution may carry possible authorized suspension, revocation or monetary civil fines, remedial and restitutional in nature, not to exceed five hundred dollars (\$500) or punitive fines not to exceed fifty dollars (\$50), without trial by jury, for each offense the violator is convicted of. Each particular definable offense or each day a continuing offense is allowed to continue constitutes a separate and enforceable act.

SECTION XIX:

Conflict With Other Laws: If a particular provision of this Resolution conflicts with a provision of federal or state law, the federal or state law shall be controlling with regard to that particular provision in conflict only. Prior provisions of past county resolutions in conflict with any particular provision contained herein are hereby repealed, and this Resolution should be considered the controlling document with regard to the subject matter covered.

SECTION XX:

Severability: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such language or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity or the remaining portions thereof, unless so noted by the court.

SECTION XXI:

Effective Date: This Resolution shall take effect immediately, the public welfare requiring it.

NOW, THEREFORE, BE IT RESOLVED by the Monroe County Board of County Commissioners meeting in regular session this 27th day of July, 2010 in Madisonville, Tennessee, that:

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

727-26 DISCUSSION: PHILLIP AXLEY – SCENIC VIEW LANE & FEDERAL ROAD

Road Superintendent, Phillip Axley appeared before the commission regarding petitions he had received from the residents of Scenic View Lane and Federal Road both in Madisonville. Both petitions were requesting paving of their roads.

It was moved by Commissioner KIRKLAND, seconded by Commissioner BIVINS, that this matter be referred to the Highway Committee for their recommendation. Motion carried. Aye 7 Nay 0

727-27 AGREEMENT: COUNTY ROAD RIGHT-OF-WAY DEDICATION AND ACCEPTANCE AGREEMENT-APPROVED

ROAD RIGHT-OF-WAY DEDICATION AND ACCEPTANCE AGREEMENT is made and entered into as of the 27TH day of July, 2010, by and between THE TELLICO RESERVOIR DEVELOPMENT AGENCY ("TRDA"), an agency created under the laws of the State of Tennessee, and MONROE COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("County").

WHEREAS, TRDA is the owner of certain real property which it is willing to dedicate to County for the purpose of creating a public road extension of Tellico Port Road; and

WHEREAS, County is willing to accept such dedication and maintain any and all paved roadways through the dedicated right-of-way area as a county road and extension of Tellico Port Road;

NOW, THEREFORE, in consideration of the above, the mutual covenants and agreements set forth below, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby incorporate the foregoing WHEREAS clauses into this Agreement and make the same a part hereof as if fully set forth herein, and the parties hereto do further hereby covenant and agree as follows:

1. Attached hereto as Exhibit A is a survey prepared by Aaron N. Sams, TRLS No. 2479, of Vision Engineering and Development Services, Inc., dated July 1, 2010 (the "Survey"), which depicts the right-of-way for the extension of Tellico Port Road to be granted by TRDA hereunder as the area shown within the boundaries of the "PROPOSED CONNECTOR TELLICO PORT ROAD". TRDA represents and warrants that it is the owner of all of the property depicted on the Survey as being within the "PROPOSED CONNECTOR TELLICO PORT ROAD", except for the portion of the same which is shown as lying within the "CSX Railroad" right-of-way (the "Old CSX Right-of-Way Area"). County is the owner of the property lying within the Old CSX Right-of-Way Area. The parties hereto agree that the Survey shows the agreed upon right-of-way for the contemplated extension of Tellico Port Road from existing Tellico Port Road to land owned by the County to be granted under this Agreement.

2. TRDA hereby grants, transfers, conveys and dedicates unto County, and County's successors and assigns, the area shown on the Survey as the "PROPOSED CONNECTOR TELLICO PORT ROAD", which dedicated area is more particularly described on Exhibit B attached hereto and by this reference made a part hereof (such dedicated area shall hereafter be referred to as the "County Road Right-of-Way"), for use as a public county road, which dedication is perpetual and irrevocable, in view of the County's acceptance of this dedication set forth in Paragraph 3 below.

TO HAVE AND TO HOLD the above-described County Road Right-of-Way and the estate, title, rights and interests therein and thereto, and all appurtenant rights and privileges specified herein to the County, its successors and assigns, forever, for use as a public county road, and TRDA hereby covenants and agrees to warrant and defend the title thereto in County from the lawful claims of any and all persons whomsoever, and TRDA further warrants that (i) it is the owner of the County Road Right-of-Way area in fee simple, free and clear of any and all liens, claims, deeds of trust, security interests, pledges and other encumbrances of any nature whatsoever; (ii) that it is lawfully seized and possessed of the County Road Right-of-Way and has the right and power to make the conveyance and dedication set forth herein;

(iii) that any and all consents or approvals required to be obtained to make such conveyance and dedication have been obtained; **PROVIDED HOWEVER**, TRDA makes no warranties of any nature whatsoever with respect to, and shall have no liabilities of any nature with respect to, the Old CSX Right-of-Way Area which is owned by the County, it being understood that the right-of-way dedication contained herein with respect to the Old CSX Right-of-Way Area by TRDA is on a "quitclaim" basis and is made only with respect to such interests, if any, as TRDA may have therein.

3. County hereby accepts the dedication of the County Road Right-of-Way from TRDA and covenants and agrees that it shall at all times maintain any and all roadways and/or paved surfaces located therein as a county road and in accordance with applicable standards for the maintenance of county roads by the County as the same exist from time to time. It is expressly understood that Genera Biofuels LLC, its successors and assigns, have the right to make certain improvements to, and construct additional paved roadway areas within, the County Road Right-of-Way area as set forth in that certain Ingress, Egress and Utility Easement between County and Genera Biofuels LLC of record in Book M2 I 1, Page 735 in the Register's Office for Monroe County, Tennessee, and the parties hereto agree that the exercise of such rights by Genera Biofuels LLC are not contrary to or a violation of any of the terms and provisions set forth in this instrument.

4. The dedication and rights granted and conveyed by this instrument shall be perpetual, shall run with the land, and shall benefit County, its successors and assigns.

5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended, modified or terminated except by a written instrument signed by each of the parties hereto. In the event any party commences any action or proceeding to enforce its rights hereunder, the prevailing party or parties in any such action shall be entitled to recover all of their costs and expenses, including reasonable attorneys fees, incurred in connection therewith from the non-prevailing party or parties, both in connection with the original action relating thereto and any and all appeals therefrom. No party shall be construed as having waived any of its rights hereunder unless such waiver shall be in writing signed by the party against whom such waiver is being sought. Neither the failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement shall be construed and interpreted under the laws of the State of Tennessee. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the drafter thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Time shall be of the essence of this Agreement and each and every term and condition hereof. All references herein to the singular shall include plural, and all references herein to the masculine gender shall include the feminine and neuter genders, and vice versa.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

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

DISCUSSION:

School Superintendent, Mike Lowry appeared before the commission on behalf of the school board, requesting funding for architect & engineering fees for Tellico Elementary and Vonore Elementary projects.

A motion was made by Commissioner HAWKINS, seconded by Commissioner THOMAS, to accept architect and engineering plan and get started on Tellico Elementary and Vonore Elementary schools. Motion carried. Aye 7 Nay 0

ADJOURNMENT

There being no further business, the meeting was adjourned.

ATTEST

LARRY C. SLOAN, County Clerk

J. ALLAN WATSON, Mayor