

Denny Wayne Robinson
County Executive

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WHITE COUNTY, TENNESSEE

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Notice of Public Meeting

Regular Call Meeting of the White County Board of Commissioners

Pursuant to T.C.A. § 8-44-103: a public meeting of the White County Board of Commissioners will be held, and will transact such business as may lawfully come before them on Monday, July 17, 2023 at 6:00 pm at White County Courthouse (3rd Floor Courtroom) 1 E. Bockman Way, Sparta, TN.

White County Board of Commissioners

<u>District 1</u>	Cain Rogers and Chris Brewington	<u>District 2</u>	T.K. Austin and David Cranford
<u>District 3</u>	Robert McCormick and Becky Golden	<u>District 4</u>	Lanny Selby and Dakota White
<u>District 5</u>	Jordan Cocke and Thomas Margeson	<u>District 6</u>	Roger Mason and Derrick Hutchings
<u>District 7</u>	Kyle Goff & Larry Daniels		

Chairman - Robert McCormick Vice Chairman - Lanny Selby Parliamentarian – Dakota White

Agenda

1. Call to order by Chairman
2. Prayer
3. Pledge
4. Roll Call
5. Approve and Spread on Minutes Consent Calendar
 - A. Approval of Minutes from Full Court meeting on June 19, 2023
 - B. Report of July 3rd, 2023 Steering A Meeting
 - C. Report of July 3rd, 2023 Steering B Meeting
 - D. Report of July 3rd, 2023 Solid Waste Meeting
 - E. Report of April 26th, 2023 Financial Management Meeting
 - F. Report of June 27th, 2023 Industrial Development Board Meeting
 - G. E-911 Monthly Call Report
 - H. ThreeStar Fiscal Confirmation Letter
 - I. Annual Report for Register of Deeds
 - J. Annual Report for White County Clerk
 - K. Approval of White County's FY 2024 Budget from the Tennessee Comptroller's Office

6. Resolutions from Steering A Committee

A. Resolution 49-07-2023 – Apply to TNECD for Broadband Ready Community Program

7. Resolutions from Steering B Committee

A. Resolution 50-07-2023 – Authorize Agreement with South Central Workforce Alliance

B. Resolution 51-07-2023 – Authorize Agreement with Kellwell Food Management

8. Resolution from Industrial Development Board

A. Resolution 52-07-2023 – Loan from the White County Industrial Loan Fund

9. Resolutions from Financial Management

A. Resolution 53-07-2023 – Establish Personnel Sick Leave Policy

B. Resolution 54-07-2023 – TCRS Sick Leave Provision

10. Resolution 55-07-2023 – Ratification of Private Act

11. Resolution 56-07-2023 Tri-County Railroad Authority Appointment

12. Notaries

13. Old Business

14. New Business

15. Recognition from Audience Members

16. Adjournment

July 17, 2023

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on July 17, 2023 at 6:00 p.m.

Present and presiding the Hon. Robert McCormick- Chairman, Denny Wayne Robinson- County Executive, Sasha Wilson – County Clerk, Chad Marcum- Finance Director , Sam Benningfield- County Attorney. Commissioners present; Kyle Goff, Larry Daniels, Cain Rogers, Chris Brewington, Lanny Selby, Dakota White, Becky Golden, Derrick Hutchings, Jordan Cocke, Roger Mason, T.K Austin. Commissioners Absent; Thomas Margeson and David Cranford.

A quorum being met the following proceedings were held.

Motion was made by Commissioner T.K Austin and seconded by Commissioner Chris Brewington to Approve and Spread on Minutes the Consent Calendar. Chairman McCormick called for a voice vote; all members in favor of said motion.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Dakota White to approve Resolution 49-07-2023, To Apply to the Tennessee Department of Economic and Community Development for Broadband Ready Communities Program. Upon the roll being called the following voted.

YES	NO	ABSENT
Lanny Selby		David Cranford
Chris Brewington		Thomas Margeson
Cain Rogers		
Derrick Hutchings		
T.K Austin		
Dakota White		
Larry Daniels		
Kyle Goff		
Becky Golden		
Robert McCormick		
Roger Mason		
Jordan Cocke		

White County, Tennessee

Steering A Committee

Date: 07/03/2023

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Cain Rogers
Larry Daniels
Becky Golden
Thomas Margeson
Derrick Hutchings

Members Absent

Lanny Selby
TK Austin

Others Present

Finance Director, Chad Marcum
Executive Assistant, Brooke Luna
Members from EMS
Other members of the community

There being a quorum present the meeting was called to order by Vice Chairman, Derrick Hutchings.

Approval of previous Steering A Report

Chairman Hutchings asked for review and approval of the Minutes from the June 5th, 2023 meeting. Commissioner Rogers made a motion to approve the Minutes as presented and Commissioner Margeson seconded the motion; with no objections the motion was approved.

Resolution to Apply for TNECD Broadband Ready Communities Grant

Mr. Marcum stated that the presented resolution would need a motion to be sent to Full Court for Approval. White County is seeking designation from the Tennessee Department of Economic & Community Development as a Broadband Ready Community and would allow investment into the broadband infrastructure. Commissioner Rogers made a motion to send to full court for approval, seconded by Commissioner Margeson; with no objections the motion was approved.

Discussion on Archery Range

Commissioner Daniels expressed to the committee his interest in having an archery range at the Hwy 70 Sports Complex. Mr. Daniels called ASA Director, Jerry Sheehan and he explained that an ASA Club would need to be formed by the community to be ASA certified and host tournaments. Commissioner Daniels asked about the possibility of having the county purchase outdoor targets for recreational use. After some discussion Commissioner Daniels agreed to gather more information and present it to the committee next month. There was action taken at this time.

Old Business

Commissioner Goff stated that he had an update to share with the committee in regards to the letter from TCI Deputy Director, Bob Bass, that was presented by Sheriff Steve Page in April of 2023. Mr. Goff stated that he had called Mr. Bass directly in regards to the letter and the severity of the issue of decertification. Mr. Goff further stated that Mr. Bass did have concerns that needed to be addressed to avoid the potential of decertification in the future; however, the only item the commission is directly responsible for is the pay rates of the county employees. Goff said it appears the Sheriff is working to address other issues raised by Mr. Bass that fall under his purview. As a representative of the Budget Committee, Goff expressed that he feels the Budget committee worked really hard to find solutions. He stated that he would be working with Finance Director, Chad Marcum, to find a third-party to do a complete pay audit to compare to other counties of similar size and we would give an update when he had more information to give. Goff did state his concerns about employee compensation expand to all county employees and are not limited to the Sheriff Department. There was no other action taken at this time.

New Business

There was none.

White County, Tennessee

Calendar Update

Monday, July 17th, 2023 at 6:00 p.m. - WC Legislative Body Regular Call Meeting
Monday, August 7th, 2023 at 5:30 p.m. – Steering A Committee Meeting.

Adjourn

There being no further business, Commissioner Margeson made a motion to adjourn and Commissioner Daniels seconded the motion. With no objections, the motion was approved and the meeting adjourned.

Chairman, T.K. Austin
Steering A Committee

Secretary, Becky Golden
Steering A Committee

White County, Tennessee

Steering B Committee

Date: 07/03/2023

Time: 5:00pm

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Chris Brewington

Jordan Cocke

Kyle Goff

Dakota White

Members Absent

David Cranford

Robert McCormick

Roger Mason

Others Present

Executive Assistant, Brooke Luna

Finance Director, Chad Marcum

Members from EMS

Members from Sheriff's Dept

Other members of the community

There being a quorum present the meeting was called to order Chairman Roger Mason and Commissioner Kyle Goff started the meeting with prayer.

Approval of June 5th, 2023 Steering B Report

Chairman Mason asked for review and approval of the Minutes from the June 5th, 2023 meeting. Commissioner Cocke made a motion to approve the Minutes as presented and Commissioner Brewington seconded the motion; with no objections the motion was approved.

County Storage

Chairman Mason wasn't present for the meeting to discuss the requested agenda item. Vice Chairman White requested the agenda item be moved to next month's agenda.

Update on Live Streaming

Commissioner Brewington stated that Ben Lomand and Warrior Media was asking what the county wanted to spend on the live streaming. Mr. White asked Mr. Goff if he could speak with Warrior Media and see if they could service the county in live streaming the meetings and present that to the committee at the next meeting.

Contract with South Central Tn Workforce Alliance

Mr. Marcum shared with the committee that the presented contract would allow South Central Tn Workforce alliance to partner with the White County Justice Center to provide trauma informed therapeutic care for inmates. This program is designed to aid in pre-release and post-release in effort to establish a more beneficial approach for individuals re-entering the community after incarceration. Mr. Cocke made a motion to send to full court for approval, Mr. Brewington seconded the motion; with no objections the motion was approved.

Contract with Kellwell Food Management

Mr. Marcum shared with the committee the Food Service Agreement would allow Kellwell Food Management to come in and handle the food service operations at the Justice Center while freeing up 3 officers to fulfill other duties. Mr. White made a motion to approve and send to full court, seconded by Mr. Goff, with no objections the motion was approved.

Old Business

Commissioner Goff stated that he had an update to share with the committee in regards to the letter from TCI Deputy Director, Bob Bass, that was presented by Sheriff Steve Page in April of 2023. Mr. Goff stated that he had called Mr. Bass directly in regards to the letter and the severity of the issue of decertification. Mr. Goff further stated that Mr. Bass did have concerns that needed to be addressed to avoid the potential of decertification in the future; however, the only item the commission is directly

White County, Tennessee

responsible for is the pay rates of the county employees. Goff said it appears the Sheriff is working to address other issues raised by Mr. Bass that fall under his purview. As a representative of the Budget Committee, Goff expressed that he feels the Budget committee worked really hard to find solutions. Goff did state his concerns about employee compensation expand to all county employees and are not limited to the Sheriff Department. He suggested finding a third-party to do a complete pay audit to compare to other counties of similar size and after some discussion amongst the committee it was decided that Goff and Mr. Marcum would work together to find a third-party auditor to complete the study. There was no other action taken at this time.

New Business – None

Calendar Update

Monday, July 17th, 2023 at 6:00 p.m. - WC Legislative Body Regular Call Meeting
Monday, August 7th, 2023 at 5:00 p.m. – Steering B Committee Meeting.

Adjourn

There being no further business, Commissioner Brewington made a motion to adjourn and Commissioner Cocke seconded the motion. With no objections, the motion was approved and the meeting adjourned.

Chairman, Roger Mason
Steering B Committee

Secretary, Jordan Cocke
Steering B Committee

White County, Tennessee

Solid Waste Committee

Date: 07/03/2023

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Jordan Cocke
Chris Brewington
Derrick Hutchings
Becky Golden
Dakota White
Larry Daniels

Members Absent

TK Austin

Others Present

Chad Marcum, Finance Director
Brooke Luna, Executive Assistant
Members from EMS
Other members of the community

There being a quorum present the meeting was called to order by Vice Chairman, Dakota White.

Approval of the Previous Solid Waste Report

Commissioner White opened the floor for discussion and approval of the Minutes from the June 5, 2023 Solid Waste meeting. With no other discussion, Commissioner Brewington made a motion and Commissioner Hutchings seconded the motion to approve the Minutes as presented. With no objections the motion was approved.

Engineer's Report

Mr. Marcum shared with the committee that John Drewnowski met with Steven Clark and Tim Murray with WM at the Class I Landfill last Wednesday. There are some concerns that the survey stakes by Vick Surveying are not completely accurate. To verify the accuracy of the landfill survey information from Vick Surveying, we have requested a proposal from Gresham Smith to do a drone/LiDAR survey of the Class I landfill. We are awaiting Gresham Smith's cost proposal, but they anticipate being able to complete the verification survey by the 17th of July. While onsite Gresham Smith will establish a new, permanent benchmark to ensure the accuracy of all future surveying efforts at the site.

Update on RFP

Mr. Marcum shared with the committee that the environmental attorney is still working with Waste Managements attorney to draft the RFP. There were no other updates at this time.

Old Business Commissioner Brewington asked for an update on the trucks that run the cardboard and front-end routes. Mr. Marcum stated that we have one truck back up and running and a second truck had been taken to Nashville for repairs.

New Business - There was none

Calendar Update

Monday, July 17th, 2023 – WC Legislative Body Regular Called Meeting

Monday, August 7th, 2023 – Next Solid Waste Meeting will follow Steering A Committee

There being no further business, Commissioner Hutchings made a motion to adjourn, seconded by Commissioner Brewington; with no objections, the meeting was adjourned.

Chairman, T.K. Austin
Solid Waste Committee

Secretary, Jordan Cocke
Solid Waste Committee

White County, Tennessee

Financial Management Meeting

Date: 04/26/2023

Time: 12 Noon

Location: White County Courthouse

The White County Financial Management Committee met on Wednesday, April 26, 2023 at 12 Noon at the White County Courthouse. Members present were Mr. Denny Wayne Robinson, Mr. Kurt Dronebarger, Mr. Jordan Cocke, Mr. Jerry Sawyer, Mr. David Cranford, and Ms. Becky Golden. Also present were Mr. Chad Marcum, Ms. Brooke Luna, and Ms. Jennifer Rigsby. Absent was Mr. Lanny Selby.

There being a quorum present, the meeting was called to order by Ms. Golden.

Ms. Golden asked for approval of the minutes from the January 25, 2023 meeting. Mr. Cranford made a motion and Mr. Cocke seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

Mr. Marcum addressed the committee regarding finance department operations, including payroll tax disbursements and filings as well as sales tax collections. Mr. Marcum reported that local option sales tax collections were remaining strong. Additionally, it was reported that for the first quarter of the 2023 calendar year the county had paid \$7,363,725.28 in taxable wages and had remitted \$1,702,649.99 in taxes to the IRS. The 2023 Quarter 1 941 Forms are scheduled to be filed with the IRS on April 28.

Ms. Golden asked the committee for any old business:

Ms. Rigsby addressed the committee regarding a county-wide Sick Leave Policy and the addition of a plan provision to the county's TCRS plan to allow sick leave time to be added as creditable service at time of retirement. In the January 2023 meeting, the committee had asked for a Sick Leave policy to be drafted which could apply to all county departments. Ms. Rigsby presented this draft policy to the committee. The committee discussed the policy at length, specifically regarding how hours would be accumulated by employees working various shift lengths. The committee specifically wanted to clarify that sick leave time would not be paid at overtime rates and that employees earned the number of hours they would typically work in a "day." Mr. Cocke made a motion and Mr. Cranford seconded the motion to approve the proposed sick leave policy for county and highway department employees considering the clarifications as noted. On a voice vote, the motion was approved with Ms. Golden, Mr. Cocke, Mr. Cranford, Mr. Sawyer, and Mr. Dronebarger voting aye and Mr. Robinson voting nay.

The committee also discussed adding a plan provision to TCRS which will allow for an employee's accumulated sick leave to be counted toward years of service upon retirement with TCRS. The committee discussed the administration of this provision and any potential additional costs this provision might create. Ms. Rigsby stated that the costs of adding this provision to the county's plan would be immaterial according to the county's TCRS representative. The committee also discussed the impact this provision would have on the non-certified employees of the school system. Ms. Rigsby stated that non-certified employees of the school system would be

White County, Tennessee

given an option to receive payment for their accumulated sick time at retirement or the option to roll the sick time over to TCRS. The employee would be required to choose one option and could not receive the benefit of both. This would require updating the Board of Education's policies regarding sick leave for non-certified employees. Certified employees of the school system will not be affected by this change, as they are covered under a separate TCRS employer code. After discussion, Mr. Robinson made a motion and Ms. Golden seconded the motion to approve the addition of the sick time provision to the county's TCRS plan. The motion was unanimously approved.

Mr. Marcum addressed the committee regarding travel reimbursement rates. At the July 2023 meeting, it is believed that there will be enough information available to make a recommendation to the committee regarding updating these rates. No formal action was taken.

Ms. Golden asked the committee for any new business: There was none.

After discussion, it was determined that the next meeting would be Wednesday, July 26, 2023 at 12 Noon.

There being no further business, Mr. Cranford made a motion and Mr. Dronebarger seconded the motion to adjourn. The motion was approved.

Lanny Selby, Chairman
Financial Management Committee

Chad S. Marcum, Ex-Officio Secretary
Financial Management Committee

**MINUTES FOR THE WHITE COUNTY
INDUSTRIAL DEVELOPMENT BOARD MEETING
Tuesday, June 27, 2023**

The meeting was called to order on Tuesday, June 27th, 2023 at 5:00 p.m. A quorum was present.

The following members were present:

Mike Prater
Megan Choate
Ben Clark
Gary Peterson
Rodger McCann
Jim Clark
Dean Selby
Marvin Bullock
Brent Young

The following members were absent:

Hoyt Jones

Also present at the meeting were:

County Executive - Denny Wayne Robinson,
County Finance Director – Chad Marcum,
County Assessor of Property - Junior Jones,
County Attorney – Sam Benningfield

With the quorum being present, the meeting was called to order. The first order of business was approval of the minutes from the meeting which occurred on Thursday, December 8, 2022. After Sam Benningfield noted a typo error, Brent Young made a motion that the minutes be approved. The motion was seconded by Mike Prater. All members voted in favor thereof and the minutes from the December 8, 2022 IDB Meeting were approved.

The next order was business was an update of the HMMI/TDEC issue presented by Sam Benningfield and Denny Wayne Robinson. Each reported significant progress has been made regarding testing and allocation of costs for that testing among the parties. It was noted the board would need to sign an Access Agreement to allow those conducting the tests access to the property. A motion was made by Marvin Bullock to approve the agreement allowing the chairman to

execute it. Dean Selby seconded the motion The motion was approved unanimously by roll call vote.

The next order of business was a discussion regarding the Jackson Kayak request for a loan from the IDB. The loan would be to help them buy a moulding machine to help them diversify their product line. Denny Wayne Robinson stated the loan would be in the amount of \$300.000 at 4% for a term of 10 years. It was noted the White County Commission would also have to approve. After much discussion, Jim Clark made a motion to approve said loan, which was seconded by Brent Young. A roll call vote resulted in unanimous favor thereof.

In a similar issue, the next order of business concerned the approximately 8.5 acre tract of land the IDB declined to buy at the last meeting. That property is owned by White Consort as part of the Jackson Kayak Property. White Consort has requested it be released from the Pilot Program. After some discussion Jim Clark made a motion to grant the request of White Consort to release the said property from the Pilot Program and allow the IDB chairman to execute the release. The motion was seconded by Gary Peterson. The motion passed by roll call vote with all voting yes.

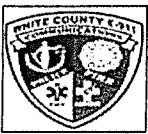
The next order of business was old business. Dean Selby questioned what was to be done about an old building at the airport site. Some discussion ensued however no action was taken.

The next order of business was new business. Chad Marcum presented the board with the Financial Report, Fiscal Year 2023, July 1, 2022 - May 30 2023. After review of same, Megan Choate made the motion to approve the report which was seconded by Brent Young. A voice vote resulted in unanimous approval. Chad Marcum then presented to the board the Industrial Board of White County Operating Budget, Fiscal Year 2024. After review of same, Brent Young made the motion to approve the budget which was seconded by Dean Selby. The motion was approved by voice vote.

With there being no further business, Mike Prater made a motion to adjourn which was seconded by Marvin Bullock. All members voted in favor thereof and the meeting was adjourned.

RODGER MCCANN, Chairman

SAM BENNINGFIELD, Secretary/Recorder



Crosstab: Distinct Incident for Agency

Start: 01/01/23 0:00:00
End: 06/30/23 23:59:59

Inc Num Count	Month						
Agency	1	2	3	4	5	6	Grand Total
BONDECROFT VFD	39	38	39	38	41	32	227
CASSVILLE VFD	43	30	36	49	40	32	230
CENTRAL VIEW VFD	19	45	37	35	25	43	204
CHERRY CREEK VFD	23	30	24	32	20	28	157
DOYLE VFD	20	31	24	30	14	29	148
EASTLAND VFD	38	35	35	35	40	27	210
EMS DAY PAGE	35	21	17	17	19	21	130
EMS DIRECTOR	7	5	4	2	8	2	28
EMS NIGHT PAGE	7		7	8	8	7	37
HICKORY VALLEY VFD	22	28	34	33	20	32	169
MT. GILEAD VFD	23	31	26	30	18	34	162
NORTH END VFD	53	60	57	65	31	32	298
SPARTA FIRE DEPARTMENT	44	45	43	57	44	40	273
SPARTA POLICE DEPARTMENT	742	571	611	698	745	775	4142
SPARTA WHITE CO RESCUE	27	16	18	21	29	29	140
THP		1	3		2		6
WCSO SORT SQUAD 1	1	2	2	4		15	24
WCSO SUPPORT/OVERWATCH						4	4
WHITE COUNTY E911		2	1		2		5
WHITE COUNTY EMA	7	4	4	5	2	11	33
WHITE COUNTY EMS	632	536	543	564	589	604	3468
WHITE COUNTY SHERIFF	1899	1687	1648	2000	2066	1971	11271

The far right column represents the total number of unique incident numbers assigned to an agency for the defined date range.

Note: Multiple Agencies can be assigned to an Incident number. Totalling the values in a column does NOT represent the count for the PSAP. If you are looking for that count, use the appropriate report.

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Date: July 17, 2023

**Fiscal Strength and Efficient Government Fiscal Confirmation Letter
2023-2024 ThreeStar Program requirements**

This document confirms that White County has taken the following actions in accordance with the requirements of the ThreeStar Program:

- The county mayor has reviewed with the county commission at an official meeting the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The county mayor and county commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed issuance of debt.
- The county mayor and county commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).
- The county has a functioning Audit Committee that meets TN Comptrollers' standards and minutes from the County meeting are attached, along with a list of committee members. The meeting was held on May 8, 2023.

County Audit Committee

This is an acknowledgement that the Audit Committee, meeting TN Comptroller Standards, met on May 8, 2023. A list of committee members and the meeting minutes are also required.

☐ Minutes of this meeting and a list of members have been included as documentation of this agenda item.

Debt Management Policy

This is an acknowledgement that *the Debt Management Policy of White County is on file with the Office of the Comptroller of the Treasury* and was reviewed with the members of the White County Commission present at the meeting held on the 17th day of July, 2023.

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

Annual Cash Flow Forecast

This is an acknowledgement that *prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office* and was reviewed with the members of the White County Commission present at the meeting held on the 17th day of July, 2023.

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

Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that White County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of White County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this _____ day of _____, 20__.

County Mayor/Executive Name

Signature

Debt Management

5.1 Purposes and uses of Debt

White County will only use debt to fund capital projects which have estimated cost beyond what is capable of funding within the normal operating budget.

5.2 Project life

The projected life span of any project should exceed five years. When preparing debt instruments, the term of the obligation should not exceed the life span of the project being funded.

5.3 Acceptable Types of Debt

White County will use the following debt instruments when issuing new debt:

1. General Obligation Bonds
2. Revenue Bonds
3. Capital Outlay Notes
4. Interfund Loans

5.4 Debt Capacity

There are no legal debt limits for White County bonds or notes. Section 9-21-103 of the laws of Tennessee provides that bonds or notes may be issued without regard to any limit on indebtedness for Tennessee Counties. While state law does not legally bind White County, it is the governing body's policy not to incur debt beyond ten percent (10%) of the assessed value of property on the tax rolls.

5.5 Short term Notes

White County will prepare and sell short term notes to fund reoccurring capital expenditures such as vehicles and equipment. The length of these notes should not exceed eight (8) years.

5.6 Interfund Loans

Due to the tax structure, White County may implement Interfund loans to cover shortages in revenue until such time that the taxes are due and payable. Any loans of this nature must be repaid by June 30th of the current budget cycle. Department head approval must be obtained prior to transfer of funds.

5.7 Bonded Debt & Derivative Policy

1. Introduction

The purpose of this policy (this "Policy") is to establish guidelines for the use by White County, Tennessee (the "Issuer") of fixed and variable rate bonded debt (collectively "Bonded Debt") to finance capital projects and the use of various interest rate hedging instruments and

other swaps, caps, options, basis swaps, rate locks, total return swaps and other similar products (collectively, "Swap Products") to help manage and optimize the risk/rewards of the Issuer's Bonded Debt portfolio. This Policy confirms the commitment of the Board of Commissioners (the "Board"), management, staff and advisors to adhere to sound financial and risk management practices. It is expected that this Policy will be formally approved by the Board and updated periodically.

2. Rationale for Using Swap Products

The Board recognizes that Bonded Debt and certain Swap Products can be appropriate financial management tools. This Policy sets forth the manner in which the Issuer shall enter into Bonded Debt transactions and any transactions involving Swap Products ("Swap Transactions"). The Issuer shall integrate this Policy and any resulting Bonded Debt or Swap Transactions into its overall debt and investment management programs in a prudent manner in accordance with the parameters set forth in this Policy.

Rationale for the use of Bonded Debt includes, but is not limited to:

- Raise capital to adequately finance improvements, expansions and replacement of the Issuer's facilities, including the acquisition of technology and equipment
- Properly finance long lived assets with similar average life liabilities
- Minimize the use of the Issuer's liquid assets for future needs, liquidity, cash reserves and investment opportunities
- Maximize the Issuer's future borrowing capacity
- Maintain flexibility for the Issuer to fulfill its long term mission

For fixed rate Bonded Debt this includes, but is not limited to:

- Obtain permanent long term funding without any of the risk associated with variable rate debt or synthetic financial products
- Properly maintain a balanced mixed of different liability instruments in the Issuer's overall debt portfolio
- Diversify holders of the Issuer's debt

For variable rate Bonded Debt this includes, but is not limited to:

- Reduce interest cost by accessing the short end of the yield curve
- Increase financial flexibility
- Diversify holders of the Issuer's debt
- Properly maintain a balanced mix of different liability instruments in the Issuer's overall debt portfolio
- Help manage the Issuer's overall asset-to- liability balance sheet
- Help build cash reserves from interest cost savings

Rationales for the use of Swap Products and the execution of Swap Transactions include, but are not limited to:

- Hedge or actively manage interest rate, tax, basis, legal, regulatory and other risks;
- Enhance the relationship between risk and return with respect to debt or investments;
- Optimize the Issuer's capital structure;
- Achieve an appropriate match of assets and liabilities;
-
- Synthetically introduce fixed or variable rate exposure;
- Lock in current fixed rates for future use, including synthetically advance refunding debt that cannot be refunded with a conventional cash-market issuance;
- Access the capital markets more rapidly than may be possible with conventional debt instruments;
- Provide a higher level of savings, lower level of risk, greater flexibility, or other direct benefits not available in the cash market;
- Manage the Issuer's exposure to the risk of changes in the legal and regulatory tax treatment of tax-exempt bonds (e.g., income tax rate changes);
- Manage the Issuer's credit exposure to financial institutions and other entities; and
- Achieve more flexibility in meeting overall financial objectives than can be achieved in conventional markets.

Swap Products may be used by the Issuer to achieve a specific objective consistent with its overall debt and investment management policy, but they shall not be used for speculation, as the Issuer shall not assume risks through the use of Swap Products that would not be considered prudent in light of the above-stated rationales. The Issuer recognizes that changes in the capital markets or, the Issuer's programs, and other unforeseen circumstances may from time to time produce circumstances that are not contemplated by this Policy and shall require modifications or exceptions to achieve the Issuer's goals. In these cases, management flexibility is appropriate, provided that specific authorization from the Board is obtained prior to any action.

3. Permitted Instruments

The Issuer expects to utilize the following, or similar, Swap Products, each of which is a two-party agreement between the Issuer and a counterparty:

- *Interest Rate Swaps:* An agreement to exchange periodic payments based upon changes in rates over a period of time. Cash flows are calculated based on a fixed or floating rate against a set "notional" amount (amount used only for calculation of payments) and may begin on a current or forward basis. Principal is not exchanged.

- *Options on Swaps (Swaptions)*: An agreement in which one party has the right, but not the obligation, to enter into, cancel or modify a predetermined swap with the other party on a future date or dates or during a specific period.
- *Basis Swaps*: A floating-to-floating interest rate swap in which one floating rate is exchanged for another.
- *Rate Locks*: A form of interest rate swap with a single cash flow, which is most often used to hedge, though not necessarily reduce, the interest cost of an upcoming fixed rate issue.
- *Interest Rate Caps, Collars, Floors*: A financial contract under which the counterparty, in exchange for charging a set premium, will make payments to the Issuer insofar as the specified interest rate either exceeds a specified strike rate or, in the case of a floor, is less than a specified strike rate.

Other Swap Products shall be permitted at the discretion of the Board.

4. Risk Analysis

Prior to entering into any Swap Transaction, the Issuer shall consider the risks presented thereby, including each of the following risks:

- *Market or Interest Rate Risk*: The risk that rates, or the spreads between rates, will increase or decrease, and the effect of such changes on the Swap Transaction's cash flow and market value.
- *Basis Risk*: The mismatch between the rate received by the Issuer under a Swap Transaction and the rate payable by the Issuer on any related obligation. For example, the risk in a floating-to-fixed swap that the floating rate received by the issuer under the Swap Transaction may not at all times equal the floating rate paid by the Issuer on the variable rate bonds that it is hedging.
- *Tax Risk*: Basis risk stemming from changes in the value or interest cost of the Issuer's tax-exempt bonds, as a result of the occurrence of tax events in respect of the Issuer's bonds or of tax-exempt bonds generally, including changes in marginal income tax rates and other changes in the Federal and state tax systems.
- *Termination Risk*: The risk that a Swap Transaction could be terminated prior to its scheduled termination date pursuant to its terms as a result of any of several events relating to either the Issuer or its counterparty. Upon an early termination, the Issuer could owe a termination payment to the counterparty or receive a termination payment from the counterparty. Such payment would typically reflect the then-current market value of all Swap Transactions executed by the Issuer and its counterparty.

- *Amortization Risk:* The risk of a mismatch between the principal amount of any obligations related to the Swap Transaction and the notional amount of the Swap Transaction.
- *Counterparty Risk:* The risk that the counterparty will not fulfill its obligations as specified by the terms of the Swap Transaction.
- *Rollover Risk:* The risk that the term of a Swap Transaction does not match the term of the related bonds being hedged.
- *Uncommitted Funding/Put Risk:* Derivative transactions that entail the use of Variable Rate Demand Obligations (VRDOs) bear the risks of the VRDOs, including the risk that the bonds cannot be remarketed and/or liquidity facility cannot be renewed.

5. Additional Considerations

The Issuer shall note each of the following additional considerations:

- *Accounting & Covenants:* The Issuer shall consider how the execution and performance of a Swap Transaction will be reported for accounting purposes and how the terms of the Swap Transaction may affect satisfaction by the Issuer of its financial covenants.
- *Security:* The Issuer understands that its procurement and negotiation of the optimum portfolio of Swap Transactions in accordance with the terms of this Policy may be dependent, in part, on its ability to secure its payments to its counterparties. The Issuer shall consider, in light of its overall debt and investment management policy, and consistent with any limitations imposed by its other credit agreements, the benefits of providing its counterparties with a favorable credit position vis-à-vis its other creditors (e.g., parity with bondholders, etc.). Additionally, the Issuer may provide additional credit enhancement to its counterparties in the form of collateral, financial guaranty insurance or other credit support.

6. Risk Limits

The total notional amount and term of all Swap Transactions executed by the Issuer shall not exceed the notional amount and term specified from time to time by the Board for Swap Transactions.

It is expected that the Issuer's total variable rate exposure, net of Swap Transactions which have the economic effect of reducing (or increasing) variable rate exposure, shall not exceed an amount to be determined by the Board from time to time. This range incorporates the Issuer's asset-liability analysis and will be reviewed and adjusted as investment allocations, risk tolerance, credit strength, market conditions and other factors evolve.

7. Procurement

All services related to Swap Products shall be procured in a manner which is intended to provide the Issuer with the highest level of service at the best available terms and pricing while being consistent with any applicable laws.

8. Swap Counterparties

While the Issuer shall have a flexible credit standard, it shall seek to enter into Swap Transactions with counterparties rated in the "A" category or above as of the date of execution of the Swap Transaction as is currently required under Tennessee Code Annotated ("TCA").

For lower-rated (below "A" category) counterparties, the Issuer shall seek credit enhancement in the form of collateral or additional guarantees, as appropriate. The Issuer shall seek to include terms in Swap Transactions to mitigate and offset its exposure to counterparty risk, including, without limiting the foregoing, ratings-based termination events.

9. Execution and Ongoing Management

The County Executive and Finance Director shall have discretion to negotiate Swap Transactions consistent with this Policy with further Board of County Commissioner action, and consistent with any applicable resolution of the Board. This discretion shall extend to future termination or modifications of the initial Swap Transactions provided the resulting structure does not exceed the parameters set forth in this Policy or prescribed by the Board.

The Issuer shall seek to maximize the benefits it accrues and manage the risks it bears by actively managing its use of Swap Products. This shall entail continuous monitoring of market conditions, in conjunction with the counterparty and the Issuer's advisors, for emergent opportunities and risks. The Authorized Officer(s) is/are authorized to manage existing Swap Transactions without additional Board approval. Ongoing management may entail modifications of existing positions including:

- Early termination of a Swap Transaction;
- Modification of the duration of a Swap Transaction;
- A sale or purchase of options; and
- Application of basis swaps; and
- Amendments to confirmations to renegotiate certain terms and conditions.

Each proposed modification shall be consistent with this Policy.

10. Swap Documentation

The Issuer shall use, where practicable, standard ISDA documentation, including the ISDA Master Agreement, the Schedule to the ISDA Master Agreement, a Confirmation of each Swap Transaction and, as applicable, the ISDA Credit Support Annex. The Issuer shall consider the following when negotiating the documentation of a particular Swap Transaction:

- Liquidity should be maximized. Key provisions, including those related to early termination and collateral requirements should reflect the credit strength of the parties to the Swap Transaction, and, as far as practicable, market conventions.
- Eligible collateral under a Credit Support Annex shall be defined by current market standards. If the swap is uninsured, collateral thresholds shall be set on a sliding scale based on credit ratings.

11. Reporting and Disclosure

The County Executive and the Finance Director shall prepare periodic reports on the status of its Swap Transactions. Each report shall include an evaluation of the performance of each Swap Transaction relative to the Issuer's goals, and other performance and risk measures. Each report shall include a summary of the terms of each Swap Transaction, including the credit rating of the counterparty, the value of any collateral that has been posted, the market value of the Swap Transaction, as well as cumulative and periodic cash flows. Each report shall note all material changes to existing Swap Transactions and any new Swap Transactions entered into by the Issuer since the previous report.

The County Executive and the Finance Director shall ensure compliance with this Policy as well as prevailing accounting practices and federal, state, and local regulations and requirements. Disclosure shall be provided to rating agencies¹ as needed.

5.8 Transparency

1. Capital Outlay Notes and Tax Anticipation Notes.

For those notes which are included in the normal budget process, the budget public hearing and public meeting notice will satisfy all notification requirements.

2. General Obligation Bonds and Revenue Bonds

For bond issues, a separate public notice will be run in the newspaper of record notifying the citizens of the proposed debt. A public hearing will be held prior to the commission meeting when such debt will be voted upon.

3. The Commission will be provided a completed copy of state form CT-0253 listing the cost of issuance of debt prior to passage.

5.9 Hiring Professionals / Potential conflicts of interest

White County shall from time to time hire legal counsel, a financial advisor or underwriter to assist in issuance of debt. The county will follow these procedures:

Legal Counsel – The County shall enter into an engagement letter agreement with each lawyer or law firm representing the county in a debt transaction.

Financial Advisor – the County shall enter into a written agreement with each person or firm serving as financial advisor in debt management and transactions. If the County chooses to hire financial advisors, the County must select between the following options:

In a competitive sale, the financial advisor (either):

Shall not be permitted to bid on an issue for which they are or have been providing advisory services;

Or

May bid on an issue for which they are providing advisory services only if (i) the governing body or designated official grants in writing specific authority on a transaction by transaction basis, (ii) such sale is properly carried out through a widely and publicly advertised sale, during normal bond sale hours, and through an industry standard, electronic bidding platform not requiring verification by the financial advisor, and (iii) the financial advisor fee is separately disclosed and billed from the underwriting fee.

In a publicly offered, negotiated sale, the financial advisor (either):

Shall not be permitted to resign as financial advisor in order to underwrite an issue for which they are or have been providing advisory services;

Or

May resign as financial advisor in advance of negotiations in order to underwrite an issue for which they are or have been providing advisory services.

Underwriter – The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body (or its designated official) in advance of the pricing of the debt.

Conflicts

Professionals involved in a debt transaction hired or compensated by the County shall be required to disclose to the County existing client and business relationships between and among the professionals to a transaction (including but not limited to financial


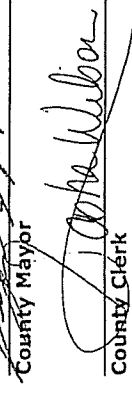
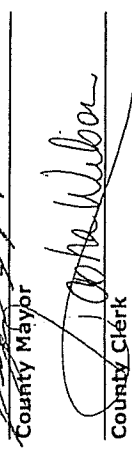
advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

White County, Tennessee
Office Of The Register Of Deeds
Annual Financial Report
For The Period Of 07/01/2022 - 06/30/2023

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	227561.56	0.00	222100.02	0.00	5461.54	0.00
CONVEYANCE TAX	0.00	0.00	760051.83	0.00	741810.65	0.00	18241.18	0.00
DP FEES	0.00	0.00	10242.00	0.00	10242.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	-3.31	2017.00	0.00	2020.31	0.00	0.00	0.00
RECORDING FEES	-331.00	487.65	115323.60	0.00	138478.67	0.00	-23702.72	-391.00
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS FEES	0.00	0.00	910.00	0.00	910.00	0.00	0.00	0.00
REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESCROW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CR/DB CARD FEES	0.00	0.00	41.63	0.00	41.63	0.00	0.00	0.00
TOTALS:	-331.00	484.34	1116147.62	0.00	1115603.28	0.00	0.00	-391.00
SUMMARY OF ASSETS:								
CASH ON HAND	220.00							220.00
CASH IN BANK	0.00							0.00
ACCOUNTS RECEIVABLE	111.00							171.00
TOTALS:	331.00							391.00

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 07/01/2022 through 06/30/2023.

	<u>7/11/23</u>
Register of Deeds	Date
	<u>2/13/2023</u>
County Mayor	Date
	<u>7.11.2023</u>
County Clerk	Date

WHITE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
21000	CURRENT LIABILITIES						
***	SUB-TOTAL ***	.00	.00	.00	.00	.00	.00
22000	OTHER LIABILITIES						
22100	BUSINESS TAX REVENUE/GROSS REC	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00
22103	ADJUSTMENTS/OVERPAYMENTS	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00
22550	TRANSIENT VENDOR FEE	.00	.00	.00	.00	.00	.00
***	SUB-TOTAL ***	.00	.00	.00	.00	.00	.00
23000	DUE TO STATE OF TENNESSEE						
23110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00
23120	CORT	.00	.00	.00	.00	.00	.00
23130	STATE AUTO SALES TAX	.00	.00	1,109,994.38	1,054,494.64	55,499.74	.00
23131	LOCAL AUTO SALES TAX	.00	.00	74,274.12	70,560.41	3,713.71	.00
23132	STATE BOAT SALES TAX	.00	.00	104,618.38	99,387.43	5,230.95	.00
23133	LOCAL BOAT SALES TAX	.00	.00	6,450.09	6,127.59	322.50	.00
23134	AUTO - STATE SINGLE ARTICLE	.00	.00	47,197.26	44,837.39	2,359.87	.00
23135	BOAT - STATE SINGLE ARTICLE	.00	.00	4,077.22	3,873.36	203.86	.00
23145	MFG HOME INSTALLATION PERMITS	.00	.00	7,178.00	7,178.00	.00	.00
23150	MARRIAGE LICENSE - STATE	.00	.00	2,895.00	2,750.25	144.75	.00
23151	STATE PREMARITAL TRAINING	.00	.00	8,460.00	8,460.00	.00	.00
23160	MVD REGISTRATION	.00	.00	304,012.33	304,012.33	.00	.00
23163	EVS NOTICE STATE	.00	.00	4,750.00	4,750.00	.00	.00
23165	RENEWALS	.00	.00	390,746.26	390,746.26	.00	.00
23168	Electric Vehicle Fee	.00	.00	1,575.00	1,575.00	.00	.00
23170	TITLE APPLICATION	.00	.00	69,972.50	69,972.50	.00	.00
23210	GAME AND FISH	.00	.00	.00	.00	.00	.00
23300	NOTARY COMMISSIONS DUE STATE	-5.00	.00	346.00	351.00	.00	.00
23301	NOTARY SEAL	.00	.00	1,197.50	1,197.50	.00	.00
23400	DRIVERS LICENSE	.00	.00	.00	.00	.00	.00
23405	GUN PERMIT - SAFETY	.00	.00	.00	.00	.00	.00
***	SUB-TOTAL ***	-5.00	.00	2,137,744.04	2,070,273.66	67,475.38	.00
24000	DUE TO COUNTY TRUSTEE						
24110	BUSINESS TAX REVENUE/COUNTY	.00	.00	200.00	200.00	.00	.00
24120	WHOLESALE BEER TAX/COUNTY	.00	.00	.00	.00	.00	.00
24130	WHEEL TAX	.00	.00	1,202,827.00	1,142,689.85	60,137.15	.00
24170	HOTEL/MOTEL TAX	.00	.00	73,478.04	69,804.13	3,673.91	.00
24171	HOTEL MOTEL INTEREST	.00	.00	18.59	18.59	.00	.00
24172	HOTEL MOTEL PENALTY	.00	.00	25.25	25.25	.00	.00

Printed: 07/10/2023

WHITE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
24210	MARRIAGE LICENSE/COUNTY	.00	.00	1,930.00	1,833.50	96.50	.00
24220	BEER PERMITS	.00	.00	2,140.00	2,033.00	107.00	.00
24221	BEER ANNUAL RENEWALS	.00	.00	2,565.00	2,436.75	128.25	.00
24250	BUILDING PERMITS	.00	.00	.00	.00	.00	.00
24295	Racetrack License Fee	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	105.00	105.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	1,283,288.88	1,219,146.07	64,142.81	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS						
26010	ML Specialty Certificate	.00	.00	.00	.00	.00	.00
26315	ORGAN DONOR	.00	.00	573.81	573.81	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	4,448.75	4,448.75	.00	.00
26405	CREDIT CARD - BANK	.00	.00	20,552.00	20,552.00	.00	.00
26920	NOTARY SEALS	.00	.00	.00	.00	.00	.00
26920	NOTARY SEALS	.00	.00	9,702.74	9,702.74	.00	.00
26930	POSTAGE	.00	.00	.00	.00	.00	.00
26991	OVERPAYMENTS/REFUNDS	.00	.00	35,277.30	35,277.30	.00	.00
	*** SUB-TOTAL ***	.00	.00	35,277.30	35,277.30	.00	.00
29900	FEE & COMMISSION ACCOUNT						
29880	RETURNED CHECKS	.00	.00	.00	.00	.00	.00
29900	CLERK FEES	-13,743.27	.00	194,345.34	317,818.11	-131,618.19	-21,888.69
29901	COMPUTER FEES	.00	.00	5,198.50	5,198.50	.00	.00
29902	ARCHIVE FEE	.00	.00	.00	.00	.00	.00
29905	OLD COUNTY REVENUE	.00	.00	.00	.00	.00	.00
29909	OVER/SHORT	.00	.00	.00	.00	.00	.00
29910	OLD STATE REVENUE	.00	.00	.00	.00	.00	.00
29951	EARMARK 35 CENTS	.00	.00	2,732.10	2,732.10	.00	.00
29952	EARMARK TITLE 51 PERCENT	.00	.00	3,000.00	3,000.00	.00	.00
29953	EARMARK SCANNING	.00	.00	1,800.00	1,800.00	.00	.00
29955	EIVS NOTICE COUNTY	.00	.00	1,575.00	1,575.00	.00	.00
29957	EARMARK TITLE LOCAL 3	.00	.00	25,108.50	25,108.50	.00	.00
	*** SUB-TOTAL ***	-13,743.27	.00	233,759.44	357,232.21	-131,618.19	-21,888.69
*** TOTAL ***		-13,748.27	.00	3,690,069.66	3,681,929.24	.00	-21,888.69

WHITE COUNTY CLERK
GENERAL LEDGER - FINANCIAL REPORT
YEAR FORMAT
FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023

ACCT DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	ENDING BALANCE
SUMMARY OF ASSETS:						
CASH ON HAND	250.00					250.00
CITIZENS BANK	5.00					.00
CREDIT CARD RECEIVABLES	13,493.27					21,638.69
RETURN CK RECEIVABLE	.00					.00
TITLE GIFT VOUCHER	.00					.00
RENEWAL GIFT VOUCHER	.00					.00
*** TOTAL ***	13,748.27					21,888.69
	=====					

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2023.

Debra Wilson
(Signature)
County Clerk
(Title)

6/30/23
(Date)

This report is to be filed with the County Executive and County Clerk.



JASON E. MUMPOWER
Comptroller

July 11, 2023

Honorable Denny Robinson, County Executive
and Honorable Board of Commissioners
White County
1 E. Bockman Way, Room 205
Sparta, TN 38583

Dear Mr. Robinson and Board of Commissioners:

This letter acknowledges receipt of a certified copy of the fiscal year 2024 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

Approval

This letter constitutes approval, by this office, for the County's fiscal year 2024 budget as adopted by the County Commission.

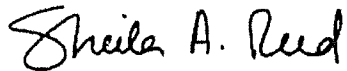
Commendation

We commend the governing body for adopting this year's budget prior to the beginning of the budget year. Timely adoption will result in better management of public dollars in the coming year by immediately instituting appropriate budgetary controls. Adopting the budget in a timely manner allows your financial staff more time to close the official accounting records and have those records available for audit no later than two months after the close of your fiscal year as required by Tenn. Code Ann. § 9-2-102.

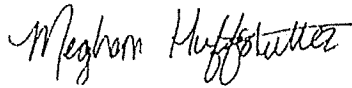
White County
Budget Approval Letter
July 11, 2023

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Meghan Huffstutter, at 615.747.5379 or Meghan.Huffstutter@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance



Meghan Huffstutter, Financial Analyst
Division of Local Government Finance

cc: Mr. Chad Marcum, Finance Officer/Director, White County

SR:mh



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 49-07-2023 A RESOLUTION TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR BROADBAND READY COMMUNITIES PROGRAM

Whereas, White County, Tennessee finds that broadband internet availability in the County is of critical importance to all people living, visiting, and doing business in White, Tennessee, and

Whereas, the Tennessee State Legislature recently created the ability for Tennessee communities to be designated as "Broadband Ready Communities" through the Tennessee Department of Economic and Community Development, and

Whereas, White County, Tennessee seeks to promote private investment in broadband infrastructure, and

Whereas, White County, Tennessee seeks to be designated as a Broadband Ready Community pursuant to Tennessee Public Chapter 228, 4-3-709.,

Public Chapter 228, S 4-3-709

(a)(1) A political subdivision may apply to the Department of Economic and Community Development for designation as a "broadband-ready community" pursuant to guidelines established by the department. The guidelines for designation must include a requirement that the political subdivision has adopted an efficient and streamlined ordinance or policy for reviewing applications and issuing permits related to projects relative to broadband services.

**NOW THEREFORE, BE IT ENACTED BY THE GOVERNING BODY OF THE
COUNTY OF WHITE, THAT:**

AN ORDINANCE FOR A BROADBAND-READY COMMUNITY

Section 1. As used in this chapter, "permit" means any local permit, license, certificate, approval, registration, or similar form of approval required by policy, administrative rule, regulation, or ordinance with respect to a project.

Section 2. As used in this chapter, "project" means the construction or deployment of wireline or wireless communications facilities to provide communications services in a unit.

Section 3. Notwithstanding any other provision of White County's ordinance, the following shall apply to a project:

(1) White County, Tennessee has:

(A) Adopted an efficient and streamlined policy for reviewing applications and issuing permits related to projects relative to broadband services.

(B) Appointed a single point of contact in the White County for all matters related to a broadband project;

(C) Established procedures to allow all forms, applications, and documentation related to a project be reviewed and either approved or denied within thirty (30) business days after the application is submitted; and to allow the project to be filed or submitted and signed by electronic means, where possible;

(2) White County will not:

- (A) Require an applicant to designate a final contractor to complete a project;
- (B) Impose an unreasonable fee for reviewing an application or issuing a permit for a project. The fee will not exceed one hundred dollars (\$100);
- (C) Impose a seasonal moratorium on the issuance of permits for projects; and
- (D) Discriminate among communications services providers or utilities with respect to any action related to a broadband project, including granting access to public rights-of-way, infrastructure and poles, and any other physical assets owned or controlled by the political subdivision

(3) White County acknowledges that:

- (A) Tennessee Certified Broadband Ready Community has an affirmative duty to notify the Tennessee Economic and Community Development Department (TNECD) of any changes to the information submitted as part of its application.
- (B) Failure to notify TNECD of changes may result in revocation of White County's Broadband Ready Certification.

Section 4. This ordinance shall take effect immediately upon adoption by the governing body upon final reading, the public welfare requiring.

Motion made by Cain Rogers and seconded by Lakota White that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS _____

The above resolution was passed on the 17th day of July, 2023

ATTEST

Sasha Wilson
Sasha Wilson, County Clerk



Robert McCormick
Robert McCormick, Chairman
White County Legislative Body

Approved on the 17 day of July, 2023.

Denny W. Robinson
Denny W. Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 50-07-2023 RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT WITH SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE

WHEREAS, White County has been awarded a Federal Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$578,328 to provide re-entry services to individuals incarcerated in the White County Jail, to reduce the county's recidivism rate, AND

WHEREAS, in order to facilitate these re-entry services, White County issued Request for Proposal Number 2023-0601-02-019 soliciting proposals for inmate mental health and substance abuse services at the White County Jail, AND

WHEREAS, a proposal was received from South Central Tennessee Workforce Alliance in response to this solicitation and was scored in accordance with the scoring criteria as prescribed in the request for proposal document, AND

WHEREAS, South Central Tennessee Workforce Alliance received an adequate score as a result of the scoring process, AND

WHEREAS, the White County Purchasing Committee did meet on June 6, 2023 and accepted a recommendation to award a contract for inmate mental health and substance abuse services at the White County Jail to South Central Tennessee Workforce Alliance noting that that all appropriate purchasing practices were followed in the solicitation process.

THEREFORE, BE IT RESOLVED, that the County Executive is authorized to execute a contractual agreement with South Central Tennessee Workforce Alliance, in substantially the same form attached hereto, in order to facility the re-entry services in compliance with the Edward Byrne Memorial Justice Assistance Grant (JAG) awarded to White County.

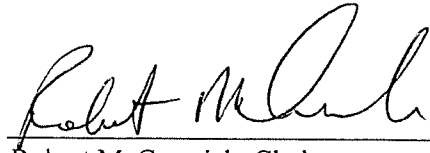
Motion made by Lakota White and seconded by Chris Brewington that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12

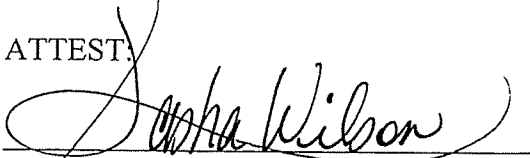
NAYS _____

The above resolution was passed on the 17th day of July, 2023

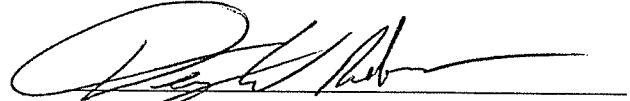


Robert McCormick, Chairman
White County Legislative Body

ATTEST:


Sasha Wilson, County Clerk

Approved on the 17 day of July, 2023.


Denny W. Robinson, County Executive

Motion was made by Commissioner Dakota White and seconded by Commissioner Chris Brewington to approve Resolution 50-07-2023, To Authorize Execution of Agreement with South Central Tennessee Workforce Alliance. Upon the roll being called the following voted.

YES	NO	ABSENT
Cain Rogers		Thomas Margeson
Lanny Selby		David Cranford
Jordan Cocke		
Roger Mason		
Becky Golden		
Dakota White		
T.K Austin		
Robert McCormick		
Chris Brewington		
Larry Daniels		
Derrick Hutchings		
Kyle Goff		

Reentry Sub-Contract Agreement Between:

<u>Grantor</u>	<u>Grantee</u>	<u>Contract Period</u>
White County Sheriff's Department	South Central TN Workforce Alliance (SCTWA)	Start
<u>Signatory:</u> Denny Wayne Robinson, County Executive	<u>Signatory:</u> Stephen Webb, Chief Operating Officer	7/1/2023
Phone: (931) 836-2700	Phone: (931) 398-6000	End
Address: 111 Depot Street, Suite 4 Sparta, TN 38583	Address: 5000 Northfield Lane (PO BOX 601) Spring Hill, TN 37174	6/30/2026

Scope of Services:

- (i) Grantee will provide evidence based psychoeducational interventions and begin therapy via licensed Therapist to participants while incarcerated.
 - a. Grantee will offer mental health classes and individual or group therapy sessions
 - b. Grantee will assist participants prior to release, with referrals from the jail therapist to an appropriate outside treatment provider. These referrals may be to an inpatient program, IOP, or other mental health and/or trauma treatment provider
 - c. Grantee Case Manager will follow up with the client to ensure the transfer was successful
- (ii) Grantee will work with participants to improve their level of self-sufficiency and access to community resources to enhance their overall quality of life
 - a. Grantee will offer Employment Assistance (resumes and job readiness classes)
 - b. Grantee will offer High School Equivalencies and post-secondary preparation classes via Adult Basic Education partner
 - i. Participants will attend class, earn vouchers and sit for the HiSET
 - c. Grantee will offer Entrepreneurship courses for interested participants
- (iii) Grantee will increase information and access to treatment options for offenders with a history of Child Abuse, Sexual Assault and/or Domestic Violence victimization
 - a. Grantee Case Manager will work to identify additional service providers for returning citizens that may not qualify for TennCare or other supplemental mental health options. Counseling Centers with income-based fee and telehealth settings will be an option.
 - b. Grantee Case Managers will help the individual find suitable treatment if needed
- (iv) Grantee will offer Anger Management and/or Bullying Prevention Classes via Conover Online and group discussion as appropriate
 - a. Participants receive a certificate of completion
- (v) Grantee will offer Psychoeducational work such as Seeking Safety classes for interested participants. Classes can be conducted in group (any size) and/or individual modality.
- (vi) Grantee will offer Self-advocacy Skills classes via Guided Group Discovery, Conover Online and Pre-Employment Transition Service modules, helping recipients understand their strengths and needs, identify their personal goals, learn their legal rights and responsibilities, and begin to communicate these to others. Recipients should have the opportunity to plan their own lives, pursue the things that are important to them, and experience the same life opportunities as other people in their communities. Acquiring self-advocacy skills will help the recipient advocate for any support services

and accommodations that may be necessary for education, training, employment, or independent living.

- (vii) Grantee will provide case management services to interested participants
- a. Utilize needs assessment to coordinate Trauma Informed Therapeutic Services provided by a licensed therapist and case management services
 - b. Create an individual treatment plan for each participant
 - c. Develop a release plan for each participant
 - d. Provide participant services or refer to service providers that will enhance successful re-entry and increase their ability to be self-sufficient. Including, Safe and affordable housing, direct assistance (hygiene and clothing products, I-9 documentation) necessary for employment, assistance in applying for Supplemental Nutrition Assistance Program (SNAP); employment; referrals to mental health services.
 - e. Provide participant services and referrals to agencies that increase their skills and enhance their employability to obtain a living wage and assist with job seeking activities.
 - i. Referrals to the American Job Center, Vocational Rehabilitation, Pre-Apprenticeship Training or Work Release (pre-release with hopes of continuing employment at same worksite post-release) and Veterans Services
 - f. Connect participants to community-based services that strengthen recovery from their trauma histories such as substance abuse services, mental health services, and other support groups that will facilitate continued healing.
 - i. Substance abuse services; Mental health services; Legal aid services--The Legal Aid Society
 - g. Grantee Case Managers will provide follow up services to participants for a minimum period of 6 months post release
 - i. Participants will be asked to complete a survey based on their own experiences with reentry programming
 - ii. Individuals will be invited to participate in a virtual, quarterly meeting
 - iii. Case Managers will attempt to contact participants monthly and will document this in case notes.

OUTPUTS:

Living in Balance	# Completions	20 per year
Trauma Informed Cognitive Programming	# Served	20 per year
Case Management Pre/Post Release	# of Clients Served	20 per year

Payment Terms and Conditions.

The term of this Agreement shall be 7/1/2023 to 06/30/2026 unless sooner terminated in accordance with the provisions in this agreement. The total amount payable under this Agreement shall not exceed \$578,329.00. Funds will be allocated per year for Fiscal Years 2024, 2025; 2026 and shall be invoiced quarterly in following execution of contracted services. See Attachment A for complete breakdown.

FY2024	FY2025	FY2026	Total
\$191,393	\$189,143	\$197,793	\$578,329

Contract Termination:

Termination for Convenience: The Grantor may terminate this Agreement without a cause for any reason. A termination for convenience shall not be a breach of this contract by the Grantor. The Grantor shall give the grantee at least thirty (30) days written notice before the effective termination date. The grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the grantor be liable to the grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the grantor is liable shall be determined by the State. The grantee shall not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the grantor's exercise of its right to terminate for convenience.

Termination for Cause: if the grantee fails to properly perform its obligations under this Agreement, or if the grantee violates any terms of this Agreement, the Grantor shall have the right to immediately terminate this subcontract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of grantor's right to terminate this subcontract for cause, the grantee shall not be relieved of liability to the grantor for damages sustained by virtue of any breach of this subcontract by the grantee.

Service / Time Records:

The Grantee providing services shall employ a documented method for maintaining service/time records. Such records shall include, at a minimum, the following information for each professional service contract position/staff person:

- a. Hours and dates worked on the project.
- b. A description of services performed.
- c. Records of actual supplies used and/or operating expenses incurred that are deemed allowable under the subcontract.

Patents and Copyrights: OCP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub grant. Add the following section only if the subcontracted entity will be collecting personal identifying information on program participants. Personal identifying information includes such information as name, phone numbers, and date of birth, address and social security numbers.

Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse.

No recipient under this subcontract or sub award or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this sub award or contract, the recipient:

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make further sub awards or contracts under this sub award, a. it represents that :

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a sub award, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
b. it certifies that, if it learns or is notified that any sub recipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Conflicts of Interest:

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee. The Grantee further warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when

administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

Personally Identifiable Information:

While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the Grantor (PII). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to:

- (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and
- (ii) implement and maintain appropriate technical and organizational measures regarding information security to:
 - a. ensure the security and confidentiality of PII;
 - b. protect against any threats or hazards to the security or integrity of PII; and
 - c. Prevent unauthorized access to or use of PII.

Grantee shall immediately notify Grantor: (1)

- (i) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and
- (ii) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The Appendix E- Required Subcontract Language 7 Revised March 2020 State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII. The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the Grantor, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant

Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

Intellectual Property Indemnity:

The Grantee agrees to indemnify and hold harmless the Grantor as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Grantor concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the Grantor, the Grantee shall satisfy and indemnify the Grantor for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the Grantor arising from any such claim. The Grantor shall give the Grantee notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the Grantor to give such notice shall only relieve the Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the Grantor's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the Grantor in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

Lobbying:

The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Nondiscrimination:

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU
OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY
WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE
CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Debarment & Suspension:

The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

Iran Divestment Act

The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant

Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

State Sponsored Insurance Plan Enrollment

The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

PARTIES TO THE AGREEMENT

Authorized Signatures

I hereby agree to all the terms and conditions in this Agreement.

Grantee:

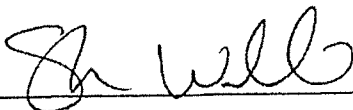
South Central TN Workforce Alliance
5000 Northfield Lane
PO BOX 601
Spring Hill, TN 37174
(931) 398-6000

Stephen Webb

Chief Operating Officer

Name of Authorized Official (Please Print)

Title



7/1/23

Signature

Date

This document requires the following approvals:

Grantor:

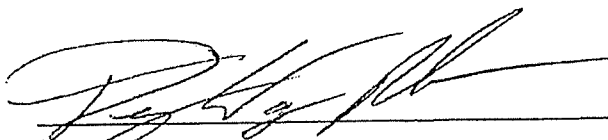
White County Sheriff's Department

111 Depot Street, Suite 4

Sparta, TN 38583

Approved By:

Denny Wayne Robinson, County Executive



7-18-2023

Signature

Date



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 51-07-2023

RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT WITH KELLWELL FOOD MANAGEMENT FOR JAIL FOOD SERVICE OPERATIONS

WHEREAS, Tennessee Code Annotated §41-4-109 requires the county sheriff, or his jailer, to furnish adequate food and bedding for prisoners committed to the county jail, AND

WHEREAS, Tennessee Code Annotated §41-4-140(a) authorized the Tennessee Corrections Institute to establish minimum standards for local jails, including standards for the health and welfare of inmates, AND

WHEREAS, White County issued Request for Proposal Number 2023-0525-01-015 soliciting proposals for food services at the White County Jail, AND

WHEREAS, two proposals were received in response to this solicitation, AND

WHEREAS, the two proposals received were evaluated and scored based upon the scoring criteria as prescribed in the request for proposal document, AND

WHEREAS, Kellwell Food Management received the highest score as a result of the scoring process, AND

WHEREAS, the White County Purchasing Committee did meet on June 6, 2023 and accepted a recommendation to award a contract for food service operations at the White County Jail to Kellwell Food Management noting that that all appropriate purchasing practices were followed in the solicitation process.

THEREFORE, BE IT RESOLVED, that the County Executive is authorized to execute a contractual agreement with Kellwell Food Management, in substantially the same form attached hereto, in order to provide inmate food service operations at the White County Jail in compliance with Tennessee Code Annotated §41-4-109 and applicable Tennessee Corrections Institute standards issued pursuant to Tennessee Code Annotated §41-4-1409(a).

Motion made by Roger Mason and seconded by Dakota White that the above resolution be adopted.

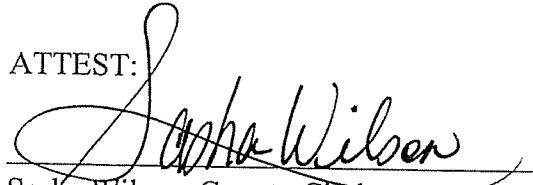
On roll call, the vote was recorded as follows:

AYES 12

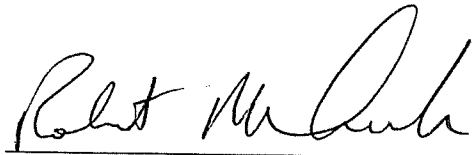
NAYS _____

The above resolution was passed on the 17th day of July, 2023

ATTEST:


Sasha Wilson, County Clerk





Robert McCormick, Chairman
White County Legislative Body

Approved on the 17 day of July, 2023.



Denny W. Robinson, County Executive

Food Service Agreement
By and Between Kellwell Food Management
And
The White County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the **KELLWELL FOOD MANAGEMENT**, having its principal place of business at 637 Fairground Ridge Road, (P. O. Box Z), Beattyville, KY 41311, hereinafter referred to as "**Company**", and **White County Sheriff's Office**, a government agency, hereinafter referred to as "**Client**",

WHEREAS, **The Client**, operates a detention facility located at 111 Depot St Sparta, TN 38583 hereinafter referred to as the "**FACILITY**",

WHEREAS, **The Company** is a food service provider and desires to provide such service for **The Client** at the Facility;

WHEREAS, **The Client** desires **The Company** to provide such service at the new Facility beginning on or around 8/22/2023

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

The Company will be the exclusive provider of food service (excluding vending machine operation) for the Facility and will provide consulting services as to administrative, dietetic, purchasing, and equipment; meal service; and personnel to prepare meals. The Company will comply with and provide services required herein in accordance with applicable federal, state, and local statutes, ordinances, and regulations; the American Correctional Association Standards; the Food and Nutritional Board of the National Academy Science requirements as prescribed for residents.

Food service required outside the scope of this Agreement will be provided by The Company upon written authorization by The Client and at mutually agreed upon prices for such services. The menu follow a pattern of two (2) hot meals and one (1) cold meal per day.

Should population fall below scale during the term of this agreement, an updated scale with pricing shall be provided.

2. **OPERATIONAL RESPONSIBILITIES**

- a. PREPARATION. The Client shall notify The Company of the number of meals required each day as of midnight count. If such notice is not given, Company will prepare the same number of meals as prepared for the previous day.

The company shall ensure the preparation of meals. Facility personnel shall receive them at the Facility kitchen and transport them to appropriate areas. Facility Personnel shall return trays to the kitchen after each meal.

- b. SPACE AND EQUIPMENT. The Client will, at its expense, provide The Company with kitchen space at the Facility. The Client agrees to provide The Company with adequate kitchen equipment and on day of commencement be operational and ready to operate. The Client also agrees to provide The Company with heat, refrigeration, lights, ventilation, and all other utility services, including local business telephone services as may be reasonably required for performance of the requirements of this Agreement. The Company will be responsible for the cost of long-distance telephone and computerized transmission service.

The Client will provide and maintain kitchen appliances and equipment to include but not be limited to preparation, storage, serving and holding equipment and utensils. The Client will provide all cooking and preparation small-wares, utensils, trays and eating utensils. Kitchen and serving utensils replacements will be provided by The Client.

- c. SANITATION. The Company will be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. The Client will be responsible for extermination services and the removal of trash and garbage from the designated food service area.
- d. MAINTENANCE. The Client will provide general maintenance services to include, but not limited to gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, walls and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for The Client's owned equipment.
- e. RESIDENT WORK PROGRAM. The Company will provide work opportunities for residents designated by The Client for participation in the Resident Work Program. The number and type of jobs will be determined by The Client and The Company's district manager prior to the start up of service. Typical food service opportunities are mostly related to, but not limited to, sanitation, food preparation and production, and storeroom functions.

f. CONTINGENCY PLAN. The Company will submit within sixty days (60) of commencement of services herein, a contingency plan to provide meal service in the event the area or services of the Facility cannot be used. The Client will use its best efforts to assist The Company by permitting reasonable variations in the menu cycle and method of service, as conditions may require. However, The Company will not be relieved of its responsibility to provide meal service under this Agreement. Additional costs, if any and if appropriately documented, incurred providing service during this time shall be reimbursed by The Client.

g. FOOD PRODUCTS AND CLEANING SUPPLIES.

Local food purchases will be used as much as possible to include milk, eggs, produce, meats, or other foods at comparable rates. Company shall purchase and pay for all food, paper, and chemical products for the operation of the kitchen. Food products shall remain property of the Company until the food is prepared and served.

White County Sheriff's Office will be responsible for the following: The Facility will supply cleaning items such as: mop buckets, trash cans and cleaning towels.

h. RETURN OF EQUIPMENT. The Company shall return to The Client at the expiration of this Agreement the food service premises and all equipment furnished by The Client and The Company in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of The Company without negligence on the part of The Company or its employees.

- i. LICENSE, FEES, PERMITS, AND TAXES. The Company shall secure and pay all federal state and local licenses, permits and fees which may pertain to the provision of services required pursuant to this Agreement. In the event a sales or similar tax is assessed The Company under the terms of this Agreement, The Client shall reimburse The Company for such tax.

3. **PERSONNEL**

- a. STAFFING. The Company shall provide personnel to perform the services set out herein; provide a written job description to each employee which clearly delineates the duties of the job; and monitor its staff to verify performance compliance with the requirements of this Agreement. The Company will permit only employees who have a clear background and drug screen to perform service at the facility. The Company agrees to evaluate the current food service staff to judge their ability to operate a Kellwell Food Management operational project but makes no promise to hire any (or all) permanently.
- b. ORIENTATION. The Company and The Client will jointly provide orientation to any Company employee providing services at the Facility, prior to the employee performing with such orientation addressing at a minimum applicable Facility policies and procedures and security issues.
- c. HEALTH EXAMS. The Company shall cause its employees assigned to duty at the Facility to submit to periodic health exams at least as frequently and stringently as required by Tennessee statutes and will submit to The Client in the form of a valid food handler's certificate.
- d. FACILITY ADMITTANCE. The Client reserves the right, in its sole discretion, to deny admittance to the Facility to any Company personnel after first providing The Company with the basis for such denial. In this event, The Company shall provide alternate personnel to supply services required herein.
- e. EMPLOYMENT OF STAFF. The Client and The Company agree that, without specific permission of the other party, neither party will hire a supervisory employee of the other for the period of this Agreement and twelve months thereafter final day of employment.
- f. SECURITY. The Client will always provide reasonable and adequate physical security for The Company employees, suppliers, management and other authorized visitors.

4. **PAYMENT**

- a. **UNIT PRICE.** The Client shall pay The Company the agreed upon price. The fiscal arrangements in this Agreement are based on conditions existing on the date The Company commences operations, including the Facility's resident population, the availability of resident labor, food and supply costs, Federal, State, and local sales and other taxes and other operation costs. In the event of a change in these conditions, either party may request a revision of the fiscal arrangements to reflect the change. Pricing is agreed upon as the following:

Population Scale Price Per Meal

FROM	TO	
95	104	\$ 2.684
105	114	\$ 2.540
115	124	\$ 2.420
125	134	\$ 2.319
135	144	\$ 2.231
145	154	\$ 2.158
155	164	\$ 2.094
165	174	\$ 2.038
175	184	\$ 1.988
185	194	\$ 1.943
195	+	\$ 1.903

Any price increase offered at renewal time cannot exceed the Food Away from Home Index provided by the government on a monthly basis. The Company must notify The Client of any intention of price change no less than thirty days (30) prior to the expiration of the yearly term of this agreement.

- b. **INVOICES.** The Company shall submit to The Client on the first day of every week for the preceding week an invoice for meals ordered or served, whichever is greater. Payment will be made within thirty (30) days after receipt of an invoice. Such payment shall be sent to:

Kellwell Food Management
P O Box Z
Beattyville, KY 41311

The invoices will reflect the preceding week's food services as follows:

1. Actual number of resident meals.
2. Any Officer meals provided.
3. Actual number of staff/visitor meals.
4. Any additional food or beverage services as required.

The Company shall provide The Client with a comprehensive monthly summary of meals, services, and credits. This summary shall be forwarded to the Facility Administrator or his designee each month.

- c. **Payments Due Dates, Method, and Late Payment Penalty.** The Company shall issue an invoice at the beginning of each week, which shall run Saturday through Friday, showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Payment Method shall be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law.
- d. The Company has the right to implement a finance charge shall payments not be construed as a waiver of the Company's normal entitlement to receive timely payment as set forth herein. All payments should be mailed to:
Kellwell Food Management
P.O. Box Z
Beattyville KY 41311

5. **EQUAL EMPLOYEMENT OPPORTUNITY**

The Company and The Client mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or county policy. In addition, The Company agrees to take affirmative steps to ensue that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed.

6. **INDEMNIFICATION**

The Company agrees to defend, indemnify, and hold harmless The Client, its officers, employees, agents, and servants for any and all claims for accidents or occurrences involving death, bodily injury and damage to tangible property caused by negligence or wrongful acts of The Company arising out of the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees relation thereto. However, it is expressly understood that The Company shall not be responsible for damages caused by residents. Employees, agents, and residents of The Facility are not

agents or employees of The Company and as such, no liability is to be incurred by The Company by reason of said employment and except for personal injury to such persons caused by The Company's negligence, The Client agrees to defend, indemnify, and hold The Company harmless from any liability claim by or through such persons against The Company.

7. **RECORDS**

The Company agrees to retain all records and other documents related to its provision of services requires pursuant to this Agreement at its office in Beattyville for thirty-six months after termination of this Agreement and will make all records and documents available to The Client upon request.

8. **TERM OF AGREEMENT**

This term of this Agreement shall be three years. By mutual agreement, this Agreement may be renewed on a year-by-year basis.

9. **TERMINATION**

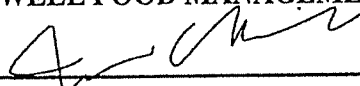
Either party may terminate this Agreement for convenience, at any time during the term, upon thirty (30) days' notice to the other party. Such notice must be sent via certified mail. In the event of termination for convenience, The Client will pay The Company those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with agreement prior to termination. Provided, however, that no costs will be paid which are recoverable in the normal course of doing business in which The Company is engaged, or costs which can be mitigated through the sales of supplies or inventories. In the event The Client pays for the cost of supplies or materials obtained for use under this agreement, said supplies or material will become property of The Client and will be delivered to the proper The Client representative. The Company will not have continuing liability after termination under this section with the exception of accountability for materials and supplies existing at the time of termination.

10. **EXTENT OF AGREEMENT**

This Agreement, including The Company's proposal, represents the entire Agreement between The Client and The Company and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both The Client and The Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year first above written.

KELLWELL FOOD MANAGEMENT,

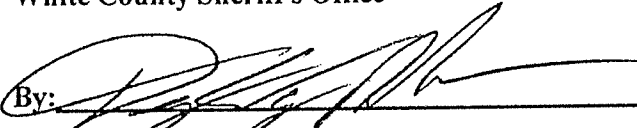
BY: 

John Walling, Owner

61-1226992

Social Security # or Federal ID #

White County Sheriff's Office

By:  7/18/2023

Denny Wayne Robinson, County Executive

Reviewed by Chad L. Marcum 7/18/2023

Motion was made by Commissioner Roger Mason and seconded by Commissioner Dakota White to approve Resolution 51-07-2023, To Authorize Execution of Agreement with Kell Well Food Management for Jail Food Service Operations. Upon the roll being called the following voted.

YES	NO	ABSENT
Kyle Goff		Thomas Margeson
Larry Daniels		David Cranford
Cain Rogers		
Chris Brewington		
Lanny Selby		
Dakota White		
Robert McCormick		
Becky Golden		
Derrick Hutchings		
Jordan Cocke		
Roger Mason		
T.K Austin		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 52-07-2023 RESOLUTION FOR LOAN FROM INDUSTRIAL LOAN FUND

WHEREAS, Jackson Kayak, Inc. located in Sparta, Tennessee, made a request before the Industrial Development Board for White County, Tennessee, on June 27th, 2023 through an authorized representative to request a loan from the Industrial Loan Fund to help with certain capital projects which will increase production, maintain stability and ultimately increase their workforce; and

WHEREAS, The Industrial Development Board of White County at a duly called meeting with a quorum present did approve a resolution granting the request of Jackson Kayak, Inc. for a loan from the Industrial Loan Fund in the amount of \$300,000.00 which shall draw interest at the rate of four per cent (4%) per year with the re-payment period being ten (10) years.

WHEREAS, funds will be used to purchase and set up a new Rotomold oven in the Sparta manufacturing facility to support existing and new contract business.

WHEREAS this new debt will be secured by a UCC-1 security instrument on one (1) New Rotomold Oven, one (1) Existing Rotomold Oven, all of which are unencumbered with debt, and together have a value in excess of the loan amount.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative, meeting in a regular scheduled meeting, that White County will loan from the Industrial Loan Fund the sum of \$300,000.00 to Jackson Kayak, Inc. at the rate of four percent (4%) per year with the repayment period being ten (10) years with this loan being secured by a UCC-1 security instrument on one (1) New Rotomold Oven and one (1) Existing Rotomold Oven.

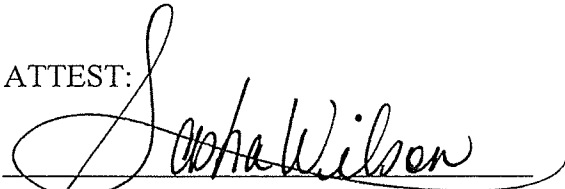
Motion made by Roger Mason and seconded by J.K. Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

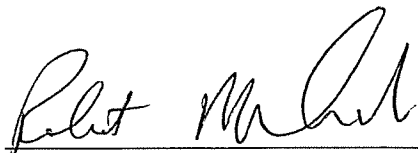
AYES 8
NAYS 4

The above resolution was passed on the 17th day of July, 2023

ATTEST:

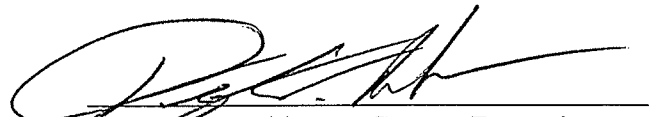

Sasha Wilson, County Clerk





Robert McCormick, Chairman
White County Legislative Body

Approved on the 17 day of July, 2023.


Denny W. Robinson, County Executive

Motion was made by Commissioner Roger Mason and seconded by Commissioner T.K Austin to approve Resolution 52-07-2023, Loan from Industrial Loan Fund. Commissioner Hutchings asked County Executive Denny Wayne Robinson what the interest rate was on this loan. County Executive Robinson explained that the interest rate was 4%, and that it normally is 2%. Commissioner Hutchings felt that the interest rate should be 6%.

Motion was made by Commissioner Derrick Hutchings and seconded by Commissioner Becky Golden to amend this resolution and change the interest rate to 6% to be competitive with the other lenders. Chairman McCormick called for a roll call. Upon the roll being called the following voted to amend Resolution 52-07-2023.

YES

Becky Golden
Larry Daniels
Chris Brewington
Derrick Hutchings

NO

Dakota White
T.K Austin
Roger Mason
Jordan Cocke
Kyle Goff
Robert McCormick
Cain Rogers
Lanny Selby

ABSENT

Thomas Margeson
David Cranford

Vote to Amend Resolution 52-07-2023 failed due to lack of majority vote.

Chairman McCormick called for a roll call on the original Resolution 52-07-2023. Upon the roll being called the following voted.

YES

Dakota White
T.K Austin
Roger Mason
Jordan Cocke
Kyle Goff
Robert McCormick
Cain Rogers
Lanny Selby

NO

Becky Golden
Larry Daniels
Chris Brewington
Derrick Hutchings

ABSENT

Thomas Margeson
David Cranford



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 53-07-2023

RESOLUTION TO ESTABLISH BASE PERSONNEL POLICIES GOVERNING SICK LEAVE AND SICK LEAVE BANK FOR WHITE COUNTY EMPLOYEES

WHEREAS, Tennessee Code Annotated, §5-23-101 requires counties to have certain minimum written personnel policies in effect in order to assist in maintaining compliance with applicable state and federal laws and to facilitate accurate record keeping, AND

WHEREAS, Tennessee Code Annotated, §5-23-104(1) further requires that at a minimum these policies provide parameters for the accrual and use of sick leave if employees are entitled to such leave, AND

WHEREAS, Tennessee Code Annotated, §5-23-106 provides that counties may amend, modify, enlarge, or repeal any personnel policies adopted by the county pursuant to Tennessee Code Annotated Title 5, Chapter 23, AND

WHEREAS, Tennessee Code Annotated, §5-23-106 further provides that any and all personnel policies governing county employees shall be subject to change at any time, and shall not give rise to any contractual rights or obligations between the county and its employees, AND

WHEREAS, White County wishes to clarify any confusion in previously adopted policies by establishing a new base personnel policy governing sick leave and sick leave bank administration.

NOW, THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regularly scheduled session that:

SECTION 1. The "Sick Leave" policy attached hereto is incorporated by reference as part of this resolution and adopted as the official base sick leave policy of White County.

SECTION 2. The "Employee Sick Leave Bank" policy attached hereto is incorporated by reference as part of this resolution and adopted as the official base employee sick leave bank policy of White County.

SECTION 3. Any resolution or adopted policy which may conflict with any provision of this resolution or the incorporated policies are, to the extent of such conflict, repealed.

SECTION 4. This resolution shall take effect immediately upon passage by the White County Legislative Body and approval by the White County Executive.

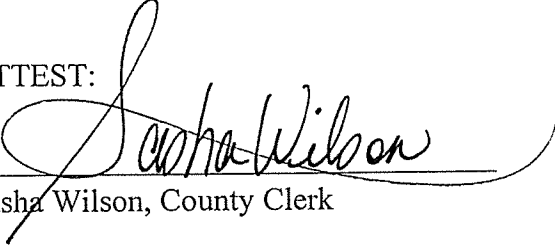
Motion made by Lakota White and seconded by Jordan Cocke that the above resolution be adopted.

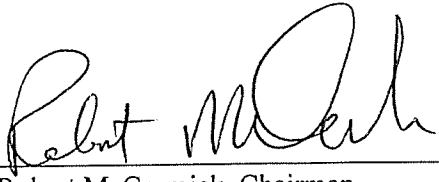
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 17th day of July, 2023

ATTEST:


Sasha Wilson, County Clerk



Robert McCormick, Chairman
White County Legislative Body

Approved on the 17 day of July, 2023.



Denny W. Robinson, County Executive

Sick Leave

The use of sick leave is designed to help safeguard employee health and morale; such leave is a privilege, not a right. The abuse of sick leave is grounds for disciplinary action.

Full-time employees will accrue sick leave according to their shift schedule. When the beginning date of employment is on or before the 15th of the month, accrual will begin that month; when after the 15th, accrual will begin the following month. Introductory employees are eligible to accrue sick leave. Introductory employees are not eligible to use sick leave until after they accrue hours for the first month of employment. Accrual of sick leave is unlimited.

Accrual will be credited as one (1) regularly scheduled workday per month. Sick leave will be paid in accordance with FLSA guidelines.

Sick leave may be used for the following reasons:

1. Illness, injury, disability, pregnancy, adoption, or hospitalization of the employee or their immediate family.
2. Sick leave shall be granted for medical appointments with a doctor, dentist or other recognized medical practitioners for employee or their immediate family only when it is not possible to schedule such appointments during off-duty hours of the employee.
3. Immediate family shall include spouse, children (biological, step, adopted, or any children for whom the employee has been appointed legal guardian by a court) and parents (including step and adoptive), siblings, grandchildren (including step and adoptive), grandparents and current in-laws of the employee. It also includes other relatives by blood or marriage, if they are living under the same roof as the employee.
4. Death of a member of the employee's immediate family shall include spouse, children, parents (including step and adoptive), siblings, grandchildren, grandparents and current in-laws of the employee. Bereavement leave for this purpose is limited to three (3) work days. For deaths of other relatives, one (1) day, of sick leave will be allowed; employees with no sick leave may use annual, comp time or if all leave is exhausted, leave without pay.

An employee who is absent because of illness shall notify their supervisor or other appropriate person as soon as possible but at least within (1) hour prior to the start of the work day in which the employee will be absent. Department heads may set a stricter reporting requirement if necessitated by the nature of the job. Failure to call in as required may result in the absence being charged to leave without pay, resulting in the employee being considered absent without leave and subject to disciplinary action. An advance written request for sick leave is required whenever possible.

To prevent abuse of the sick leave privilege, department heads are required to ensure that the employee or their immediate family is genuinely ill before authorizing or approving sick leave. Any absence may require a doctor's certificate (if, in the opinion of the immediate supervisor, such action is deemed appropriate), and any absence in excess of three work days -shall require a doctor's certificate to return to work. Employees who abuse sick leave or deliberately make or cause to make false or misleading statements or claims regarding the necessity for sick leave shall be subject to the loss of such benefits or other disciplinary action up to and including termination. An employee may be put on probation by a Department Head if an employee is suspected of sick leave abuse. All supervisors confirming an absence as sick leave, knowing the cause not to be justified, or failing to report the absence, shall be liable to the same disciplinary action as the employee. Department Heads should notify the Human Resources department if any employee uses sick time and is absent for three consecutive work days.

Each day deducted from an employee's sick leave accumulation shall be for a regular work day and shall not include holidays and scheduled off days. Employees claiming sick leave while on annual leave must support their claim by a doctor's statement.

When an employee is on "leave without pay" status for sixteen (16) or more calendar days, no sick leave accumulates for that month.

Sick leave taken that extends beyond accumulated sick days shall be charged to annual leave.

Employees will not be paid for any unused sick leave upon separation from County service.

White County Government Employee Sick Leave Bank

Enrollment Period will be conducted every year in January and July.

Enrollment forms may be obtained from the Human Resource Office.

I. PURPOSE:

The Sick Leave Bank shall provide emergency sick leave to member employees who have suffered a disability due to an unplanned personal illness, injury, or confinement and who have exhausted their sick, personal, and annual leave balance.

II. ADMINISTRATION:

The Sick Leave Bank shall be administered by the Human Resources Director and the Finance Director.

III. GUIDELINES:

- 1) All persons employed by the White County Government who are entitled to accrue sick leave and who have been employed with the White County Government for six (6) full months (consecutively) immediately preceding application for participation, who are in leave accruing status, and who have a sick leave balance of at least five (5) days as of the enrollment period are eligible to participate in the Sick Leave Bank.
- 2) County employees electing to participate shall do so during the months of January or July of each year on days specified by the Human Resource Director. Application shall be made on Enrollment forms approved by the Human Resource Director.
- 3) Any County employee who elects to participate in the bank shall initially have the equivalent of two (2) days of sick leave deducted from his or her personal accumulation and donated to the Sick Leave Bank. Thereafter, a contribution of one (1) day of sick leave per year will be made on January 1. This yearly contribution may be waived in any year by notice from the Human Resources Director.
- 4) Donations to the Sick Leave Bank are nonrefundable and nontransferable.
- 5) At any time, the number of hours in the Sick Leave Bank is less than one thousand (1,000) or at any time deemed advisable, the Human Resource Director shall assess each member one or more days of accumulated sick leave. If a member is not in leave accruing status and has no accumulated sick leave at the time of assessment, the first carried days shall be donated as they are accrued by the member. It is the responsibility of the member to hold the sick leave in his or her sick leave balance for assessment. Failure to meet the assessment within one (1) year constitutes refusal to honor an assessment as outlined in Item 17.
- 6) The Finance Director and Human Resource Director shall determine whether to grant or deny all initial requests for sick leave distributed from the Sick Leave

Bank. The initial determination shall be made within ten (10) calendar days from receipt of all necessary documentation. In the event the White County Government does not have a Finance Director or a Human Resource Director, the County Executive will step in to replace the open position and determination shall be made by the two existing positions.

- 7) Members of the Sick Leave Bank shall be eligible to make application to the bank for sick leave only after having been a member of the bank for sixty (60) calendar days. Application shall be made on forms approved by the Human Resource Director.
- 8) Leave grants from the bank shall not be more than twenty-one (21) consecutive days, for which the individual applicant would have otherwise lost pay. The maximum number of days any participant may receive as a result of any one illness, or recurring diagnosed illness, or accident, is thirty (30) days within a twelve (12) month period.
- 9) Time computation from the Sick Leave Bank shall be calculated in the same manner as eligibility for leave under the Family Medical Leave Act (FMLA).
- 10) A participant initially shall not receive any sick leave from the bank until after having exhausted all accumulated sick, personal, annual leave, or comp time and after having been in a without pay status for five (5) days.
- 11) "Eligibility date" shall be defined as the date the member exhausts all accumulated sick, personal, annual leave and comp time. The member is considered to have filed in a timely manner if the application for Sick Leave Bank Benefits is submitted no earlier than two weeks prior but no later than thirty (30) days after a member's eligibility date absent any extraordinary circumstances.
- 12) The initial application for sick leave from the Sick Leave Bank shall require a Withdrawal Request Application/Medical Certification Form completed by the current attending medical doctor/surgeon at the time of application. The Medical Certification Form shall be based on a treatment visit occurring within the timeframe set forth in Item 11.
- 13) In the event that a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file a request.
- 14) Grants of sick leave from the bank shall not be made to any member on account of elective surgery, illness of any member of the participant's family, while the member is receiving income from other employment, or during any period the member is receiving disability benefits from social security, County's retirement plan, County's short term disability provider, or worker's compensation benefits.
- 15) If a member sustains an on-the-job injury or illness, the member first is required to submit and receive a determination upon a worker's compensation claim prior to requesting sick leave from the Sick Leave Bank.
 - a. If the worker's compensation claim is denied, a request for Sick Leave Bank benefits will be considered.

- b. If the worker's compensation claim is approved, a request for Sick Leave Bank benefits will not be considered.
- 16) Members who have been approved and have received worker's compensation benefits for work-related injuries or illnesses are not eligible for Sick Leave Bank benefits for any claims involving the work-related injuries or illnesses.
- 17) Sick Leave Bank benefits terminate as the date the member is no longer temporarily disabled and has been released to return to work even with limitations.
- 18) Sick leave used from the Sick Bank shall not constitute creditable service for sick and annual leave accrual.
- 19) A member shall lose the right to membership and to obtain the benefits of the Sick Leave Bank by:
 - a. Resignation or termination of employment with the White County Government;
 - b. Changing to part-time employment status;
 - c. Retirement.
- 20) By written notice to the Human Resource Director, a member may withdraw from the bank participation on any December 31st. Membership withdrawal results in forfeiture of all days contributed.
- 21) Upon a finding by the Sick Leave Bank Administrator of fraud and misrepresentation of facts by a member in making application for use of sick leave from the Sick Leave Bank, the Administrator may decide to expel and/or deny benefits to the member.
- 22) Any member who receives Sick Leave Bank benefits through the use of fraud or misrepresentation of facts shall be liable for the reimbursement of all salary and benefits expended by the bank. **ALL MEMBERS CONSENT TO PAYROLL DEDUCTION FOR THE REIMBURSEMENT OF SICK LEAVE BANK BENEFITS THROUGH THE USE OF FRAUD OR ANY MISREPRESENTATION OF FACTS.**
- 23) In the event the Sick Leave Bank is dissolved, the total number of days on deposit shall be returned to the then participating members and credited to their personal sick leave accumulation in the proportion to the number of days each has contributed individually. Days returned under this section and credited to the individual participant's accumulation shall be rounded to the nearest one-half (1/2) day.

FOR ADDITIONAL INFORMATION PLEASE CONTACT HUMAN RESOURCES AT (931) 836-2229.

Motion was made by Commissioner Dakota White and seconded by Commissioner Jordan Cocke to approve Resolution 53-07-2023, TO Establish Base Personnel Policies Governing Sick Leave and Sick Leave Bank for White County Employees. Upon the roll being called the following voted.

YES	NO	ABSENT
Lanny Selby		David Cranford
Chris Brewington		Thomas Margeson
Cain Rogers		
Derrick Hutchings		
T. K Austin		
Dakota White		
Larry Daniels		
Kyle Goff		
Becky Golden		
Robert McCormick		
Roger Mason		
Jordan Cocke		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 54-07-2023
TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
A RESOLUTION TO AUTHORIZE CREDITING ACCUMULATED SICK LEAVE
AS CREDITABLE SERVICE IN ACCORDANCE WITH
TENNESSEE CODE ANNOTATED, SECTION 8-34-604

WHEREAS, Tennessee Code Annotated, Section 8-34-604 provides that a member of the Tennessee Consolidated Retirement System who has accumulated sick leave to an extent not exceeding that sick leave provided under title 8, chapter 50, part 8, shall be credited with such accumulated sick leave as creditable service at the rate specified in Tennessee Code Annotated, Section 8-34-604(b), AND

WHEREAS, the provision of Tennessee Code Annotated, Section 8-34-604 do not apply to individuals who are members of the Retirement System by virtue of their employment with an employer participating in the Retirement System pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 2 unless the governing body of any such employer passes a resolution authorizing and accepting the associated liability and costs to provide such benefits.

NOW, THEREFORE BE IT RESOLVED, that having reviewed the costs of granting such benefits, the County Commission of White County hereby authorizes employees to be credited with accumulated sick leave as creditable service in accordance with, and subject to the terms and conditions of, Tennessee Code Annotated, Section 8-34-604 and accepts the liability therefore.

Motion made by Lakota White and seconded by J.K. Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS _____

The above resolution was passed on the 17th day of July, 2023

Robert McCormick, Chairman
White County Legislative Body

ATTEST:

Sasha Wilson, County Clerk

Approved on the 17 day of July, 2023.

Denny W. Robinson, County Executive



Local Legislative Body



NOTICE TO
LOCAL LEGISLATIVE BODY OF
LEGISLATIVE ACTION ON
PRIVATE ACT

Private Chapter No. 15, which is House

Bill No. 1555, of the 113th General Assembly, was passed on
April 25, 2023.

SECRETARY OF STATE

by: 

Division of Publications
312 Rosa L. Parks Avenue
Eighth Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Pursuant to T.C.A. §§ 8-3-201 and 8-3-202, the attached is being provided by the Secretary of State. A two-thirds majority of the local legislative body is required for approval. The presiding officer shall complete the attached form, certify within 30 days of action, and return to the Secretary of State, Publications Division at the given address. In the absence of a deadline in the act, failure to approve by December 1 of the year of passage by the General Assembly will render the act null and void. **TO GUARANTEE PROPER AND TIMELY DELIVERY OF YOUR DOCUMENTS TO THE SECRETARY OF STATE, PUBLICATIONS DIVISION, A COURIER DELIVERY SERVICE IS RECOMMENDED.** (Examples: Overnight Postal, Express Postal, Federal Express, etc.)

cc: State Senator Paul Bailey
State Representative Paul Sherrell



NOTICE TO SECRETARY OF STATE OF RATIFICATION OF PRIVATE ACT

SECRETARY OF STATE
Division of Publications
312 Rosa L. Parks Avenue
Eighth Floor
William R. Snodgrass Tennessee Tower
Nashville, TN 37243

Private Chapter No. 15, which is House
(Senate or House)
Bill No. 1555 of the 113th General Assembly, (please choose one):

☒ Passed

☐ Failed

☐ No Action Taken

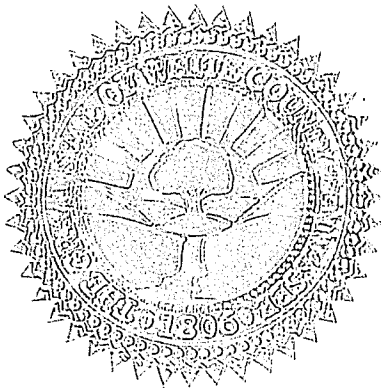
The vote took place on July 17, 2023, and the results were as follows:
Date (mm/dd/yyyy)

12 Votes For

0 Votes Against

2 Abstention

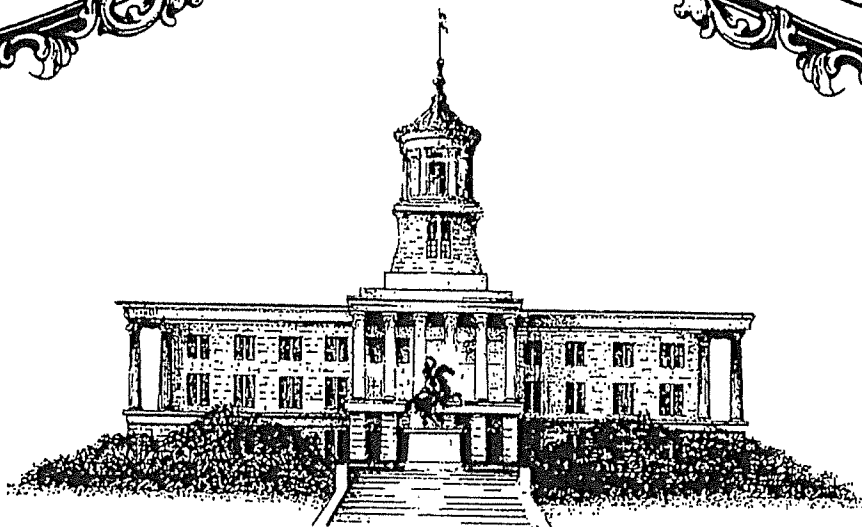
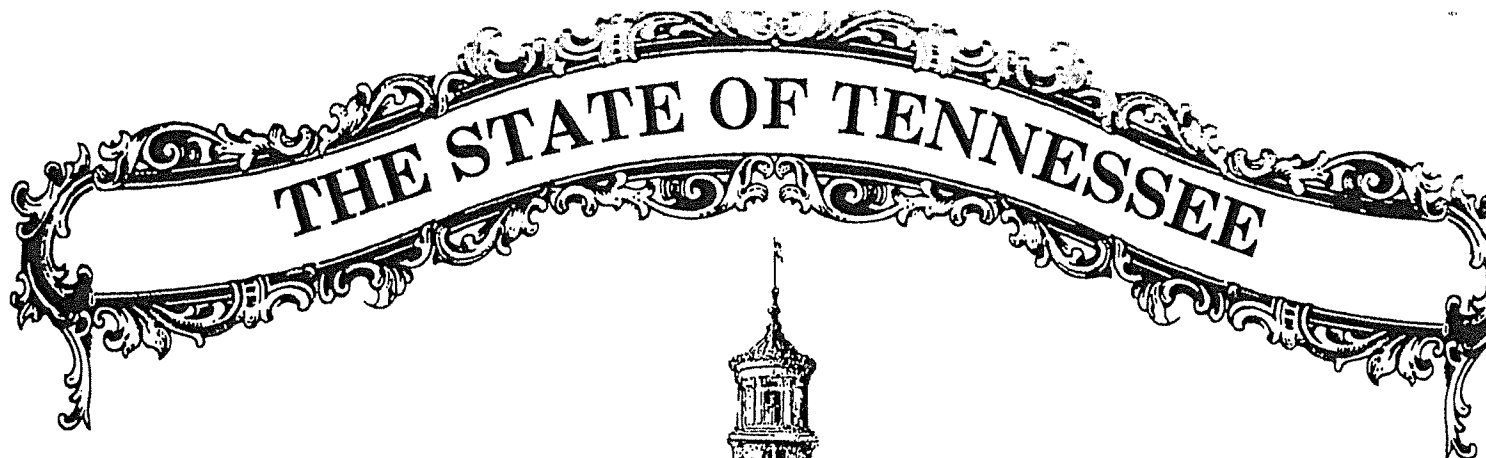
(please list number of votes)



Robert McComb
Presiding Officer of the Local Legislative Body

White County
County or City

07/17/2023
Date (mm/dd/yyyy)



To all to whom these Presents shall come, Greeting:

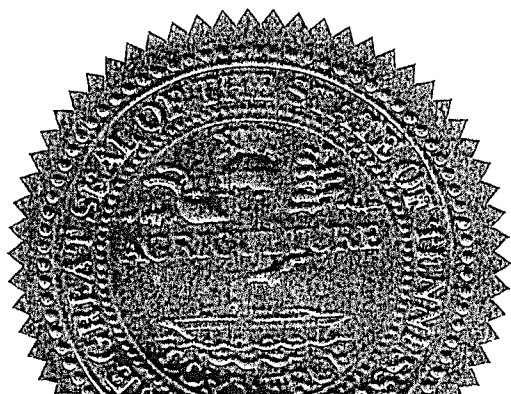
*I, Tre Wargett, Secretary of State of the State of Tennessee,
do hereby certify that the annexed is a true copy of*

Private Chapter No. 15

House Bill No. 1555

Senate Bill No. 1540

113th General Assembly



*the original of which is now on file and a matter
of record in this office. In Testimony Whereof,
I have hereunto subscribed my official signature
and by order of the Governor affixed the Great
Seal of Tennessee at the Department
in the City of Nashville,*

By Representative Sherrell

Substituted for: Senate Bill No. 1540

By Senator Bailey

AN ACT relative to the jurisdiction of the Courts of White County.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. The General Sessions Court for White County shall have concurrent jurisdiction, power, and authority with the Chancery and Circuit Courts to hear and determine all cases of adoption, and all other proceedings and all other relief incident thereto together with the full power and authority conferred upon the Circuit and Chancery Courts to enforce all its orders, decrees, and judgments. The White County Judge of the General Sessions Court may sit by interchange in exercising concurrent jurisdiction with the Circuit and Chancery Courts in the county conferred by Tennessee Code Annotated, Section 36-1-101 et seq. regarding adoptions.

SECTION 2. Appeals from any judgment as to adoptions rendered by the General Sessions Court for White County arising under this section shall be to the Court of Appeals or to the Supreme Court of this state in the same manner as provided in such cases from the Circuit and Chancery Courts.

All adoption cases brought in the General Sessions Court for White County Court under this section shall be according to the form for pleadings and practice in the Chancery and Circuit Courts of this state, and said cases shall be tried as like cases are tried in the Chancery and Circuit Courts of this state. The clerk of the General Sessions Court for White County shall keep a docket of adoption cases filed in the General Sessions Court for White County, and the procedure in each case, and shall enter orders and decrees according to the practice and rules of the Chancery and Circuit Courts.

In exercising concurrent jurisdiction with the Circuit and Chancery Courts in the county conferred by Tennessee Code Annotated, Section 36-1-101 et seq. regarding adoptions, the General Sessions Court of White County shall be a court of record, the records to be kept and preserved as required by law for Circuit and Chancery Courts. The Judge of the General Sessions Court for White County shall make and cause to be entered on record all such orders and decrees regarding adoption matters as may be passed by him, according to the practice and rules now obtained in the Chancery and Circuit Courts in order to affect and complete the jurisdiction herein conferred.

SECTION 3. The General Sessions Court for White County shall have the power and authority to try cases regarding adoptions, the same as the Circuit and Chancery Courts now have, in all such cases, and issue subpoenas for witnesses, and to do and perform any and all acts authorized by law to be done in such cases in the Chancery and Circuit Courts, and to compel the attendance of witnesses, and to enforce judgments, orders, and decrees, and do all acts necessary to complete the jurisdiction herein conferred.

SECTION 4. The General Sessions Court for White County shall have authority to hear and determine all undisposed adoption cases over which jurisdiction is conferred by this act, and which are pending in White County at the time this act takes effect as if such cases had originated in the General Sessions Court for White County.

SECTION 5. If any provision of this Act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Act which can be given effect without the invalid provision or application, and to that end the provisions of this Act are declared to be severable.

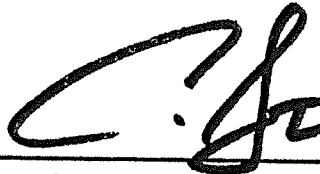
HB1555

SECTION 6. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of White County. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 7. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 6.

HOUSE BILL NO. 1555

PASSED: April 3, 2023



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 25th day of April 2023



BILL LEE, GOVERNOR

Motion was made by Commissioner Dakota White and seconded by Commissioner T.K Austin to approve Resolution 54-07-2023, To Authorize Crediting Accumulated Sick Leave as Creditable Service in Accordance with Tennessee Code Annotated, Section 8-34-604. Upon the roll being called the following voted.

YES	NO	ABSENT
Cain Rogers		Thomas Margeson
Lanny Selby		David Cranford
Jordan Cocke		
Roger Mason		
Becky Golden		
Dakota White		
T.K Austin		
Robert McCormick		
Chris Brewington		
Larry Daniels		
Derrick Hutchings		
Kyle Goff		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 55-07-2023
RATIFICATION OF PRIVATE ACT FOR ADOPTION
JURISDICTION FOR WHITE COUNTY, TENNESSEE
PRIVATE CHAPTER NO. 15 HOUSE BILL NO. 1555 SENATE BILL NO. 1540
113th GENERAL ASSEMBLY

WHEREAS, the 113th General Assembly of the Great State of Tennessee, at the request of the White County Legislative Body, has passed and Governor Lee has signed Private Chapter No. 15 for White County, Tennessee; and

WHEREAS, the Private Act allows the White County General Sessions Judge to have concurrent jurisdiction, power and authority with Chancery and Circuit Courts to hear and determine all cases of adoption; and

WHEREAS, Section 6 of this Private Act requires a two-thirds (2/3) vote of the county's legislative body to become effective.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regular scheduled meeting, that Private Charter No. 15; House Bill No. 1555; Senate Bill 1540 of the 113th General assembly be ratified and become effective, the public welfare requiring it.

Motion made by Roger Mason and seconded by Jordan Cocke that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12

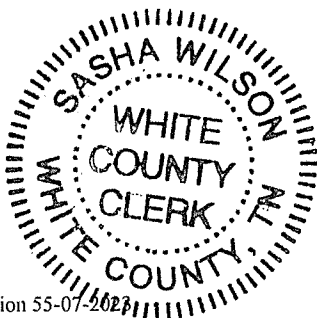
NAYS

The above resolution was passed on the 17th day of July, 2023

Robert McCormick, Chairman
White County Legislative Body

ATTEST:

Sasha Wilson, County Clerk



Approved on the 17 day of July, 2023.

Denny W. Robinson, County Executive

Motion was made by Commissioner Roger Mason and seconded by Commissioner Jordan Cocke to approve Resolution 55-07-2023, Ratification of Private Act for Adoption Jurisdiction for White County, Tennessee Private Chapter NO.15 House Bill NO.1555 Senate Bill NO.1540 113th General Assembly. Upon the roll being called the following voted.

YES	NO	ABSENT
Kyle Goff		Thomas Margeson
Larry Daniels		David Cranford
Cain Rogers		
Chris Brewington		
Lanny Selby		
Dakota White		
Robert McCormick		
Becky Golden		
Derrick Hutchings		
Jordan Cocke		
Roger Mason		
T.K Austin		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 56-07-2023

Appointing a Member to the Tri-County Railroad Authority

WHEREAS, Public Acts of 1981 Chapter 542 establishes the Tri-County Railroad Authority and the organization of the authority; and,

WHEREAS, due to the death of Ernie Cheek, a vacancy exists and needs to be filled.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regularly scheduled meeting, do hereby appoint **Robert McCormick** to the Tri-County Railroad Authority. The term will expire December 31st 2026.

Motion made by Lakota White and seconded by Larry Selby that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12

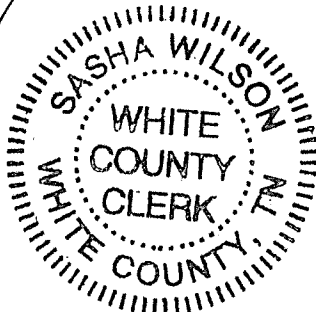
NAYS _____

The above resolution was passed on the 17th day of July, 2023

Robert McCormick, Chairman
White County Legislative Body

ATTEST:

Sasha Wilson, County Clerk



Approved on the 17 day of July, 2023.

Denny W. Robinson, County Executive

Motion was made by Commissioner Dakota White and seconded by Commissioner Lanny Selby to approve Resolution 56-07-2023, appointing a Member to the Tri-County Railroad Authority. Upon the roll being called the following voted.

YES	NO	ABSENT
Dakota White		Thomas Margeson
Becky Golden		David Cranford
T.K Austin		
Roger Mason		
Jordan Cocke		
Kyle Goff		
Robert McCormick		
Larry Daniels		
Cain Rogers		
Chris Brewington		
Lanny Selby		
Derrick Hutchings		

Motion was made by Commissioner Lanny Selby and seconded by Commissioner T.K Austin to approve the following notaries; Haven Koehler and Brandi D. Lawson. Chairman McCormick called for a voice vote; all members in favor of said motion.

Old Business: Commissioner Derrick Hutchings asked if there had been any updates on opening the new cell at the land field since Waste Management has taken over.

New Business: County Executive Denny Wayne Robinson updated the County Commission that TWRA and TDEC has swapped property and with that being done there will be about 6000 more acres added to what is going to be Scott's Gulf State Wilderness Park. The park will be bigger and approximately 5000 more acres for hunting.

Recognition from audience members: Connie Davis asked the Commissioners if there was any update on the impact fee that was being put in place.

Motion was made by Commissioner Dakota White and seconded by Commissioner Chris Brewington to adjourn the meeting. Chairman McCormick called for a voice vote; all members in favor of said motion.