

Denny Wayne Robinson
County Executive

Brooke Luna
Executive Assistant



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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, September 18th, 2023 at 6:00 pm at White County Courthouse (3rd Floor Courtroom) 1 E. Bockman Way, Sparta, TN. Public Comment: Any member of the public wishing to make public comment should notify the chair of the meeting of their desire to speak, or at the time that the public comment period is called, and they will be allowed to speak as required by statute and internal rules.

White County Board of Commissioners

District 1 Cain Rogers and Chris Brewington
District 3 Robert McCormick and Becky Golden
District 5 Jordan Cocke and Thomas Margeson
District 7 Kyle Goff & Larry Daniels

District 2 T.K. Austin and David Cranford
District 4 Lanny Selby and Dakota White
District 6 Roger Mason and Derrick Hutchings

Agenda

1. Call to Order
2. Prayer
3. Pledge
4. Roll Call
5. Approve and Spread on Minutes Consent Calendar
 - A. Approval of Minutes from Full Court meeting August 21st, 2023
 - B. Report of August 24th, 2023 Nominating Committee A Meeting
 - C. Report of September 11th, 2023 Steering A Committee Meeting
 - D. Report of September 11th, 2023 Steering B Committee Meeting
 - E. Report of September 11th, 2023 Solid Waste Meeting
 - F. Report of September 11th, 2023 Budget Meeting
 - G. E-911 Monthly Call Report
 - H. Grand Jury Report
6. Election of Chairman
7. Election of Vice Chairman

8. Election of Parliamentarian

9. Resolutions from Nominating Committee

- A. Resolution 64-09-2023 Establish Budget Committee
- B. Resolution 65-09-2023 Establish Financial Management
- C. Resolution 66-09-2023 Establish Audit Committee
- D. Resolution 67-09-2023 Establishing Purchasing Committee
- E. Resolution 68-09-2023 Establishing Steering Committee A
- F. Resolution 69-09-2023 Establish Steering Committee B
- G. Resolution 70-09-2023 Establish Solid Waste Committee
- H. Resolution 71-09-2023 Appoint White County Fair Board Member
- I. Resolution 72-09-2023 Appoint White County Library Board Member
- J. Resolution 73-09-2023 Appoint Agricultural Committee Members
- K. Resolution 74-09-2023 Appoint Beer Board Members

10. Resolutions from Steering B Committee

- A. Resolution 75-09-2023 Mutual Aid Agreement with the City of Sparta
- B. Resolution 76-09-2023 Lease Agreement with the Chamber of Commerce

11. Resolutions from Budget Committee

- A. Resolution 77-09-2023 General Fund
- B. Resolution 78-09-2023 General Highway Fund

12. Resolution 79-09-2023 Solid Waste Capital Outlay Note

13. Notaries

14. Old Business

15. New Business

16. Recognition from Audience Members

17. Adjournment

September 18, 2023

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on September 18, 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 and Sam Benningfield- County Attorney. Commissioners present; Chris Brewington, Cain Rogers, Derrick Hutchings, T.K Austin, Dakota White, Larry Daniels, Kyle Goff, Becky Golden, Robert McCormick, Roger Mason, Jordan Cocke and Thomas Margeson. Absent; Lanny Selby and David Cranford.

A quorum being met the following proceedings were held.

Motion was made by Commissioner Dakota White and seconded by Commissioner Jordan Cocke to approve and spread on minutes consent calendar. Chairman McCormick called for a voice vote; all members in favor of said motion.

Commissioner Dakota White made a motion to nominate Kyle Goff as chairman. Commissioner Cain Rogers made a motion that all nominations cease and that Commissioner Kyle Goff be elected by acclamation. Commissioner Dakota White seconded that motion. Upon the roll being called the following voted.

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

Commissioner Kyle Goff was elected Chairman.

White County, Tennessee

Nominating Committee Meeting

Date: 08/24/2023

Time: 5:30 pm

Location: White County Courthouse

The White County **Nominating Committee** met on Thursday, August 24, 2023 at 5:30pm at the White County Courthouse. Prayer was led by Executive Robinson.

County Executive, Denny Wayne Robinson welcomed the Junior members of the White County Commission who will serve as the 2023/2024 Nominating Committee and requested roll call. Commissioners present included Commissioners Chris Brewington, David Cranford, Becky Golden, Dakota White, Thomas Margeson, Derrick Hutchings, and Larry Daniels. Others in attendance included, Denny Wayne Robinson, County Executive, Commissioners, Jordan Cocke and Robert McCormick. Also present was citizen, Connie Davis. There being a quorum the meeting was called to order at 5:30 pm by Executive Robinson.

Chairman of Nominating Committee

Mr. Robinson opened the floor for nominations for Chairman of the Nominating Committee. Commissioner Hutchings nominated Commissioner Dakota White as Chairman. With no other nominations, Commissioner Cranford made a motion that all nominations cease and Mr. White be elected by acclamation, seconded by Mr. Margeson; with no objections the motion was approved.

V. Chairman of Nominating Committee

Chairman White opened the floor for nominations for Vice Chairman of the Nominating Committee. Commissioner Hutchings nominated Commissioner David Cranford as Vice Chairman. With no other nominations, Commissioner Golden made a motion that all nominations cease and Mr. Cranford be elected by acclamation, seconded by Commissioner Margeson; with no objections the motion was approved.

Secretary of Nominating Committee

Chairman White opened the floor for nominations for Secretary of the Nominating Committee. Commissioner Daniels nominated Commissioner Becky Golden as Secretary. With no other nominations, Commissioner Cranford made a motion that all nominations cease and Mrs. Golden be elected by acclamation, seconded by Commissioner Margeson; with no objections the motion was approved.

Budget Committee: Appoint Three (3) members:

Chairman White opened the floor for three (3) nominations to serve on the Budget Committee. Mr. Daniels nominated Derrick Hutchings and Jordan Cocke. Mr. Hutchings nominated David Cranford. With no other nominations, Commissioner Hutchings made a motion that all nominations cease and Commissioners Hutchings, Cocke, & Cranford be elected by acclamation, seconded by Mrs. Golden; with no objections the motion was approved.

White County, Tennessee

Financial Management Committee: Appoint Four (4) members

Chairman White opened the floor for four (4) nominations to serve on the Financial Management Committee. Mr. Hutchings nominated Commissioners, Kyle Goff and Dakota White. Mr. Cranford nominated Becky Golden and Lanny Selby. With no other nominations, Mr. Cranford made a motion that all nominations cease and Commissioners, Goff, Selby, White, & Golden be elected by acclamation, seconded by Mr. Goff; with no objections that motion was approved.

Audit Committee: Appoint Three (3) Members

Chairman White opened the floor for three (3) nominations to serve on the Audit Committee. Commissioner Daniels nominated Commissioners, Derrick Hutchings and Jordan Cocke. Commissioner Hutchings nominated Commissioner, David Cranford. With no other nominations, Mr. Margeson made a motion for all nominations to cease and Commissioners, Cocke, Hutchings, and Cranford to be elected by acclamation, motion seconded by Mrs. Golden; with no objections the motion was approved.

Purchasing Committee: Appoint Two (2) Members

Chairman White opened the floor for two (2) nominations for the Purchasing Committee. Mr. Cranford nominated Lanny Selby and Kyle Goff. With no other nominations Mrs. Golden made a motion for all nominations to cease and Commissioners, Selby and Goff be elected by acclamation, seconded by Mr. Daniels; with no objections the motion was approved.

Steering A & B Committee: Appoint Seven (7) Members

Chairman White opened the floor for nominations to serve on Steering A Committee he also stated that he thought it would best to keep the same commissioners on Committee A and Committee B. After some discussion, Mr. Margeson made a motion that Committee A & B stay the same as the previous year, seconded by Mr. Hutchings; with no objections the motion was approved. Committee A members include the following: Cain Rogers, T.K. Austin, Becky Golden, Lanny Selby, Thomas Margeson, Derrick Hutchings, and Larry Daniels. Committee B members include the following: Chris Brewington, David Cranford, Robert McCormick, Dakota White, Jordan Cocke, Roger Mason, and Kyle Goff.

Solid Waste: Appoint (7) Members

Chairman White opened the floor for nominations to serve on the Solid Waste Committee. He stated that he thought it would be best to keep the same members on Solid Waste due to the current business at hand with the White County Landfill and the Solid Waste Department. He also stated that if anyone no longer wanted to be on that committee, they could appoint someone else to fill their seat on the committee. Commissioner Hutchings stated if someone no longer wanted to be on that committee that he would like to nominate Commissioner Goff. After some discussion, Commissioner, Margeson made a motion that all nominations cease and re-appoint all members from previous year except for Larry Daniels and appoint Kyle Goff as his replacement, seconded by Commissioner Golden, with no objections the motion was approved. The following members for the Solid Waste Committee include the following: TK Austin, Derrick Hutchings, Chris Brewington, Dakota White, Jordan Cocke, Kyle Goff, and Becky Golden.

White County, Tennessee

White County Fair Board: Appoint (1) Member

Chairman White opened the floor for one (1) nomination to serve on the Fair Board. Commissioner Margeson nominated Larry Daniels. With no other nominations Commissioner Golden made a motion for all nominations to cease and Commissioner Daniels be elected by acclamation, seconded by Commissioner Cranford; with no objections the motion was approved.

Agriculture Committee: Appoint (3) Members

Chairman White opened the floor for three (3) nominations to serve on the Agriculture Board. Commissioner Hutchings nominated T.K. Austin, Jordan Coke, and Dakota White. With no other nominations Commissioner Hutchings made a motion that all nominations cease and Commissioners, Austin, Cocke, & White be elected by acclamation, seconded by Commissioner Golden; with no objections the motion was approved.

White County Library Board: Appoint (1) Member

Chairman White opened the floor for one (1) nomination to serve on the Library Board. Commissioner Cranford nominated Commissioner Selby. With no other nominations, Commissioner Margeson made a motion for all nominations to cease and Commissioner Selby be elected by acclamation, seconded by Commissioner Cranford; with no objections the motion was approved.

White County Beer Board: Appoint (3) Members

Chairman White opened the floor for three (3) nominations to serve on the Beer Board. Commissioner Daniels nominated Commissioners, David Cranford, Becky Golden, and Thomas Margeson. Commissioner Golden. With no other nominations Commissioner Daniels made a motion that all nominations cease and Commissioners Cranford, Margeson, & Golden be elected by acclamation, seconded by Commissioner Hutchings; with no objections the motion was approved.

Old Business

There was none.

New Business

There was none.

Adjourn

There being no further business, Commissioner Margeson made a motion and Roger Hutchings seconded the motion to adjourn. The motion was approved and adjourned.

White County, Tennessee

Steering A Committee Meeting

Date: 09/11/2023

Time: 5:30pm

Location: White County Courthouse

Recorded by: Brooke Luna

The White County Steering Committee A met on Monday, September 11, 2023 at the White County Courthouse.

Chairman Austin called the meeting of White County Steering A to order at and requested roll call. Members present were Commissioners Cain Rogers, Lanny Selby, Becky Golden, Larry Daniels, and TK Austin. Absent was Commissioners Derrick Hutchings and Thomas Margeson. Also present at the meeting was, Executive Robinson, Chad Marcum, WC Finance Director, Commissioners, Chris Brewington, Kyle Goff, Dakota White, Roger Mason, Highway Superintendent, Jerry Sawyer, Expositor Representative, John Gottfried and several White County citizens.

There being a quorum present, Chairman Austin welcomed everyone.

Approval of Minutes from August 7th, 2023 Steering A meeting.

Chairman Austin asked for review and approval of the Report from the August 7th, 2023 Steering A meeting. Commissioner Selby made a motion to approve the Report as presented, the motion was seconded by Commissioner Golden, without opposition, the motion was approved.

Discussion on Parks & Rec Subcommittee

Chairman Austin asked if it was possible to create a stand-alone Parks & Rec Board. Executive Robinson explained some of the options on a board versus a committee. Steering A Committee can authorize a sub-committee up to a specific dollar amount that they can spend without approval from the Board itself which falls under the Steering A Committee. The County Commission has to appoint or authorize a board. Finance will bring forward a budget of what can actually be spent after the normal expenses are deducted. There was no other discussion and was tabled until the next meeting.

Discussion on Archery Range

Commissioner Daniels shared with the committee that he had confirmed with the ASA that the insurance would cover any shoots done as a club only. Executive Robinson and Commissioner Daniels will discuss and review the area and bring back a recommendation at a later date.

Establishing Procedures for Speed Limit Change

Chairman Austin opened the floor to Highway Superintendent, Jerry Sawyer. Mr. Sawyer has brought up the need to pursue policies and procedures for establishing and changing a speed limit change. Executive Robinson shared the presented form in order to get a speed limit changed and the process of how that would work. Commissioner Selby asked if it's a possibility to get that same policies in place for stop signs and three-way stops. Commissioner Rogers made a motion to approve the new procedures for speed limits, seconded by Commissioner Selby; with no objections the motion was approved.

Discussion on Building Fees

Executive Robinson stated that after some research he discovered that the county can't add a building fee without meeting the 40 % growth from the last census or we can pay for a special census and if it proves a 20% growth over the last year, you can then implement impact fees. He stated that he is still working on the possibility of raising the permit fees. He is unsure if there is a limit that you can charge on permit fees.

White County, Tennessee

Mr. Robinson stated that he would update the committee once he has a clearer answer. There was no action taken at this time.

Old Business:

Executive Robinson brought up the need for committee to appropriate a dollar amount for the sign for the David Culley sign for the Recreational Complex on Highway 70 ball fields. After some discussion, Commissioner Rogers made a motion to approve up to \$10,000 for the sign, seconded by Commissioner Selby; with no objections the motion was approved.

New Business

Expositor Representative, John Gottlieb asked if the name of the cross-country track could be listed on the sign at the Recreational Complex. Executive Robinson stated that the school is paying for the track and he would recommend that the question be addressed to the School Board to get their input on the name being added. Commissioner Golden stated that she could take care of that. There was no other business to discuss at this time.

Calendar Update

Monday, September 18th, 2023 at 6:00 pm – WC Legislative Body Regular Called Session

Monday, October 2nd, 2023 at 5:30 pm – Next Steering A Meeting

Adjourn:

There being no further business, Commissioner Lanny Selby made a motion to adjourn, seconded by Commissioner Daniels, with none opposed, the motion was approved. Meeting was adjourned.

Chairman, T.K. Austin
Steering A Committee

Secretary, Lanny Selby
Steering A Committee

White County, Tennessee

Steering B Committee

Date: 09/11/2023

Time: 5:00pm

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Chris Brewington
Jordan Cocke
Kyle Goff
Dakota White
David Cranford
Robert McCormick
Roger Mason

Members Absent

Others Present

Executive Assistant, Brooke Luna
Finance Director, Chad Marcum
Other members of the community
Representative from Ben Lomand

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

Approval of August 7th, 2023 Steering B Report

Chairman Mason asked for review and approval of the Minutes from the August 7th, 2023 meeting. Commissioner Cranford made a motion to approve the Minutes as presented and Commissioner McCormick seconded the motion; with no objections the motion was approved.

Update on Live Streaming

Commissioner Brewington introduced a representative from Ben Lomand to the committee. Mr. Micah stated that Ben Lomand is currently working with multiple counties with their streaming services. The service that they provide would include the equipment and it would be a one-time purchase with no reoccurring expenses. The smallest package would start at \$10K and increase from there, depending on the committee's needs. Commissioner Mason shared his concern in regards to spending that amount of money on a space that seems temporary. Executive Robinson stated that our current setup is a bit outdated and recommended that the committee started thinking about the possibility of creating a meeting space that has a structured layout that would best fit the committees needs and offer a permanent space where the cameras could be implemented and used more efficiently. After some discussion, no action was taken and it was requested that we invite the AV business that services the Circuit Court Clerk at the Justice Center to come to the next meeting.

Execution of Mutual Aid Agreement

Executive Robinson stated that the Mutual Aid Agreement that was presented between White County and the City of Sparta was at the request of the City's Insurance Provider. He also stated that he had spoken with the County Attorney and CTAS and they both advised that there were no laws indicating that it had to be approved by the County Legislative Body; however, Executive Robinson feels as though it is a best practice for the Legislative Body to approve the Agreement. Commissioner Cranford made a motion to approve and send to full court for approval, seconded by Commissioner Brewington; with no objections, the motion was approved.

County Storage

Chairman Mason expressed a need for the committee to start discussing moving forward on adding on building space to the Justice Center for female inmate housing and that will also provide the opportunity for storage space for the Circuit Court Clerk's office as well. He also stated that next month he would like to suggest appointing a subcommittee to investigate the pros and cons of the addition of the inmate

White County, Tennessee

housing at the Justice Center. No action was taken at this time and Mr. Mason asked for it to be on next month's agenda.

Animal Shelter

Chairman Mason shared with the committee the issue of overfilling at the White County Animal Shelter and he feels that it is best to hold off any future decisions concerning the shelter until a decision has been made for the White County Landfill since the Animal Shelter sits on the same property.

Discussion on Rowlands Sawmill

Chairman Mason opened the floor for discussion on the quotes received for the overgrowth clean up of the Rowland's Sawmill that is currently owned by the Heritage Museum. Commissioner Cocke shared the 3 quotes that he had obtained from different companies across the Upper Cumberland. After discussion and review of the quotes, Commissioner Goff made a motion to send the quote from Westworks to the Budget Committee for approval, seconded by Commissioner Cocke; with no objections the motion was approved.

Surplus Vehicles

Mr. Marcum shared with the committee the vehicles that needed to be approval for surplus. Mr. White made a motion to approve and send to full court, seconded by Mr. Brewington; with no objections the motion was approved.

Old Business – None

New Business

Chairman Mason opened the floor for any new business. Executive Robinson presented to the committee the Lease Agreement for the Chamber of Commerce to lease a building from White County. After some discussion, Commissioner Cranford made a motion to approve and send the lease to Full Court, seconded by Commissioner McCormick; with no objections the motion was approved.

Calendar Update

Monday, September 18th, 2023 at 6:00 p.m. - WC Legislative Body Regular Call Meeting
Monday, October 2nd, 2023 at 5:00 p.m. – Steering B Committee Meeting.

Adjourn

There being no further business, Commissioner Cocke made a motion to adjourn and Commissioner Cranford 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: 09/11/2023

Location: White County Courthouse

Recorded by: Brooke Luna

Members Present

Jordan Cocke
Chris Brewington
TK Austin
Becky Golden
Dakota White
Larry Daniels

Members Absent

Derrick Hutchings

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 Chairman Austin.

Approval of the Previous Solid Waste Report

Chairman Austin opened the floor for discussion and approval of the Minutes from the August 7th, 2023 Solid Waste meeting. With no other discussion, Commissioner Golden made a motion and Commissioner Cocke seconded the motion to approve the Minutes as presented. With no objections the motion was approved.

Engineer's Report

Executive Robinson gave the following report from the TriAD Engineer, John Drewnowski. TriAD submitted the groundwater monitoring report for the June sampling event to TDEC on August 15, 2023. Based on the June sampling event, there were no groundwater exceedances of maximum contaminant levels (MCLs); no volatile organic compounds (VOCs) were detected; and per Doug Brady's August 16th response email, the landfill is to remain in the detection monitoring program (i.e., semi-annual groundwater monitoring). The new aerial flyover/survey of the site was received on August 9, 2023. Nick Stengel with the TDEC Cookeville Field Office requested a copy of the new survey be provided by August 11, 2023. There is currently no firm answer on the amount of air space that is left in the Class I.

Discussion on Front End Truck

Executive Robinsons shared with the committee the need for a new front-end truck. We currently can't keep up with the demand of our front-end cans due to the out-of-date trucks and equipment that we currently are operating. A new front-end truck has been quoted for \$300-\$350 thousand dollars and lead time for a truck is currently into the Spring of 2024. With no other discussion, Commissioner White made a motion to approve up to \$350,000 for the purchase of a new front-end truck, seconded by Commissioner Golden; with no objections the motion was approved.

Update on RFP

Executive Robinson shared with the committee that the property for the landfill has been surplused. The two items to consider for the RFP are the scoring Matrix and the Host Fee versus an Up-Front Payment. The committee seemed to be okay with the two items mentioned so no action was taken.

Surplus

The committee was presented a list of surplus items from the White County Landfill. Commissioner White made a motion to surplus the items as presented, less any items that the Highway Department wanted. The motion was seconded by Commissioner Brewington; with no objections the motion was approved.

White County, Tennessee

Old Business – There was none.

New Business - There was none.

Calendar Update

Monday, September 18th, 2023 – WC Legislative Body Regular Called Meeting

Monday, October 2nd, 2023 – Next Solid Waste Meeting will follow Steering A Committee

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

Chairman, T.K. Austin
Solid Waste Committee

Secretary, Jordan Cocke
Solid Waste Committee

White County, Tennessee

Budget Committee Meeting

Date: 09/11/2023

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Budget Committee met on Monday, September 11, 2023 following the Solid Waste Committee at the White County Courthouse. Members present were Commissioner Kyle Goff, Commissioner TK Austin, Commissioner Dakota White, Commissioner Robert McCormick, and County Executive Denny Wayne Robinson. Also present were Director of Finance Chad Marcum, Highway Superintendent Jerry Sawyer, and members of the community.

There being a quorum present, the meeting was called to order by Mr. Robinson.

Mr. Robinson asked for approval of the minutes from the August 7, 2023 meeting. Mr. Austin made a motion and Mr. White seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

The committee considered approval of two (2) General Fund budget amendments as follows:

1. Sheriff's Department - \$16,293 appropriation for crime scene camera
2. Sheriff's Department - \$25,000 appropriation for Small Rural Tribal Body Camera Grant

Mr. McCormick made a motion and Mr. Goff seconded the motion to approve the budget amendments as presented, and recommend their passage by the full county commission. On a voice vote, the motion was unanimously approved.

The committee considered a Highway Public Works Fund budget amendment in the amount of \$112,000 to appropriate funds received from the sale of surplus equipment on GovDeals toward the purchase of new highway equipment. Mr. Austin made a motion and Mr. Goff seconded the motion to approve the budget amendment as presented, and recommend its passage by the full county commission. On a voice vote, the motion was unanimously approved.

Mr. Marcum requested that the proposed General Purpose School Fund budget amendment be pulled from the agenda due to timing issues with School Board approval.

Mr. Robinson asked the committee for any old business: There was none.

Mr. Robinson asked the committee for any new business:

The committee considered ten (10) School Federal Projects Fund budget amendments as follows:

1. Title I – Subfund 102: \$213,514.75 for FY23 carry-over
2. Title II – Subfund 201: \$14,354.14 for FY23 carry-over
3. Title IV – Subfund 411: \$14,743.29 for FY23 carry-over
4. Title V – Subfund 501: \$1,770.00 for FY23 carry-over
5. IDEA, Part B – Subfund 901: \$163,918.57 for FY23 carry-over
6. IDEA Preschool – Subfund 912: \$6,884.91 for FY23 carry-over
7. ESSER 3.0 – Subfund 934: \$4,621,969.93 for FY23 carry-over

White County, Tennessee

8. TN ALL CORPS – Subfund 936: \$19,110.00 for FY23 carry-over
9. Math Implementation Support – Subfund 938: \$2,000 for FY23 carry-over
10. ARP Homeless 2.0 – Subfund 702: \$28,806.11 for FY23 carry-over

Mr. White made a motion and Mr. McCormick seconded the motion to approve the amendments as presented, contingent upon school board approval. On a voice vote, the motion was unanimously approved.

The committee considered three (3) Fiscal Year 2024 School Federal Projects Fund budgets as follows:

1. Subfund 951 – Out of School Time Career Pathways: \$75,000.00
2. Subfund 431 – Twenty-First Century Community Learning Centers: \$312,794.00
3. Subfund 432 – Twenty-First Century Community Learning Centers: 193,587.50

Mr. Austin made a motion and Mr. Goff seconded the motion to approve the budgets as presented, contingent upon school board approval. On a voice vote, the motion was unanimously approved.

Coming from Steering Committee B, the committee considered appropriating funds for cleanup activities at the Rowland Sawmill site. Committee B received a quote from West Works in the amount of \$3,500 for cleanup of the site. Mr. White made a motion and Mr. Goff seconded the motion to approve a budget amendment of \$3,500 for the Rowland Sawmill project and recommend its approval by the full county commission. On a voice vote, the motion was unanimously approved.

After discussion, the next meeting was scheduled for Monday, October 2, 2023 following the Solid Waste Committee.

Mr. Austin made a motion and Mr. Goff seconded the motion to adjourn. On a voice vote, the motion was unanimously approved.

Denny Wayne Robinson, Chairman
Budget Committee

TK Austin, Secretary
Budget Committee



Inc Num Count	Month								
Agency	1	2	3	4	5	6	7	8	Grand Total
BONDECROFT VFD	39	38	39	38	41	32	26	53	306
CASSVILLE VFD	43	30	36	49	40	32	31	27	288
CENTRAL VIEW VFD	19	45	37	35	25	43	35	38	277
CHERRY CREEK VFD	23	30	24	32	20	28	24	31	212
DOYLE VFD	20	31	24	30	14	29	22	26	196
EASTLAND VFD	38	35	35	35	40	27	26	51	287
EMS DAY PAGE	35	21	17	17	19	21	18	23	171
EMS DIRECTOR	7	5	4	2	8	2	10	32	70
EMS NIGHT PAGE	7		7	8	8	7	9	10	56
HICKORY VALLEY VFD	22	28	34	33	20	32	29	26	224
MT. GILEAD VFD	23	31	26	30	18	34	33	37	232
NORTH END VFD	53	60	57	65	31	32	39	53	390
SPARTA FIRE DEPARTMENT	44	45	43	57	44	40	57	55	385
SPARTA POLICE DEPARTMENT	742	571	611	698	745	775	737	666	5545
SPARTA WHITE CO RESCUE	27	16	18	21	29	29	31	24	195
THP		1	3		2		3		9
WCSO SORT SQUAD 1	1	2	2	4		15			24
WCSO SUPPORT/OVERWATCH						4	7	13	24
WHITE COUNTY E911		2	1		2		4	10	19
WHITE COUNTY EMA	7	4	4	5	2	11	5	10	48
WHITE COUNTY EMS	632	536	543	564	589	604	579	633	4680
WHITE COUNTY SHERIFF	1899	1687	1648	2000	2066	1971	1976	1946	15193

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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FILED

AUG 23 2023

TIME 2:42 PM
BEVERLY F. JOLLEY
CIRCUIT COURT CLERK

IN THE CRIMINAL COURT OF WHITE COUNTY, TENNESSEE

AUGUST 2023 TERM

COMES NOW THE GRAND JURY IN AND FOR SAID COUNTY AND
STATE DULY APPOINTED AND CONSTITUTED AND SUBMITS THIS, ITS
REPORT AT THE AUGUST, 2023 TERM OF COURT.

1. WE DID NOT MAKE AN INSPECTION OF THE JAIL DURING
THIS SESSION.

2. THE COUNTY PASSED A RESOLUTION TO PURCHASE AN
INSURANCE POLICY TO REPLACE THE ISSUE OF INDIVIDUAL BONDS.
THIS WAS AUTHORIZED UNDER RESOLUTION 30-06-2018.

THIS THE 21ST DAY OF AUGUST 2023.


GRAND JURY FOREMAN

APPROVED FOR ENTRY:

STATE OF TENNESSEE
THIRTEENTH JUDICIAL DISTRICT

DISTRICT ATTORNEY GENERAL

THIRTEENTH JUDICIAL DISTRICT OF TENNESSEE
3. THE COUNTY DEPARTMENT OF LAW ENFORCEMENT IS ADVISED BY

AUG 23 2023

Commissioner Chris Brewington made a motion to nominate Dakota White as Vice Chairman. Commissioner Becky Golden made a motion that all nominations cease and that Commissioner Dakota White be elected by acclimation. Commissioner Robert McCormick seconded that motion. Upon the roll being called the following voted.

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

Commissioner Dakota White was elected as Vice Chairman.

Commissioner Dakota White made a motion to nominate Derrick Hutchings as Parliamentarian. Commissioner Robert McCormick made a motion that all nominations cease and that Commissioner Derrick Hutchings be elected by acclimation. Commissioner Thomas Margeson seconded that motion. Upon the roll being called the following voted.

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

Commissioner Derrick Hutchings was elected Parliamentarian.

Motion was made by Commissioner Dakota White and seconded by Commissioner Chris Brewington to vote on the following resolutions as a group. Resolutions 64-09-2023, 65-09-2023, 66-09-2023, 68-09-2023, 69-09-2023, 70-09-2023, 71-09-2023, 72-09-2023, 73-09-2023, 74-09-2023. Upon the roll being called the following voted.

YES

NO

ABSENT

Chris Brewington

Lanny Selby

Cain Rogers

David Cranford

Derrick Hutchings

T.K Austin

Dakota White

Larry Daniels

Kyle Goff

Becky Golden

Robert McCormick

Roger Mason

Jordan Cocke

Thomas Margeson



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 64-09-2023 Resolution to Appoint Budget Committee

WHEREAS, The Nominating Committee has recommended Commissioners, Jordan Cocke, Derrick Hutchings, and David Cranford to be appointed to the Budget Committee.

NOW, THEREFORE, BE IT RESOLVED by the White County Legislative Body meeting in Regular Session on this 18th day of September, 2023 at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the Budget Committee.

Commissioners

Jordan Cocke

Derrick Hutchings

David Cranford

Chairman of Court

Denny Wayne Robinson, White County Executive

Motion made by Dakota 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 65-09-2023

Resolution to Appoint Financial Management Committee

WHEREAS, the Nominating Committee has submitted Commissioners, **Kyle Goff, Becky Golden, Lanny Selby, and Dakota White** to the White County Legislative Body for membership to the **Financial Management Committee**.

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in regular session on this **18th day of September, 2023** at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **Financial Management Committee**:

Commissioners

Kyle Goff
Becky Golden
Lanny Selby
Dakota White

Jerry Sawyer, Road Superintendent
Kurt Dronebarger, Director of Schools
Denny W. Robinson, White County Executive

Motion made by Dakota 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 **18th day of September, 2023**.

[Signature]
Chairman, White County Legislative Body

ATTEST:

[Signature]
Sasha Wilson, County Clerk

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 66-09-2023

Resolution to Appoint Audit Committee

WHEREAS, the Nominating Committee has submitted Commissioners **Jordan Cocke, Derrick Hutchings, and David Cranford** to the White County Legislative Body for membership to the **Audit Committee**.

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in regular session on this 18th day of September, 2023 at Sparta, Tennessee, that: The County Legislative Body appoints the following members to the **Audit Committee**:

Commissioners

Jordan Cocke
Derrick Hutchings
David Cranford

County Commission Chairman

Citizen, Michael Lewis

Motion made by Nakota 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 67-09-2023

Resolution to Appoint Purchasing Committee

WHEREAS, the Nominating Committee has submitted Commissioners **Lanny Selby and Kyle Goff** to the White County Legislative Body for membership to the **Purchasing Committee**:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this **18th day of September, 2023** at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **Purchasing Committee**:

Commissioners

Lanny Selby

T.K. Austin

White County Executive, Denny W. Robinson

CC Chairman

Floating Department Head

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 18th day of September, 2023.

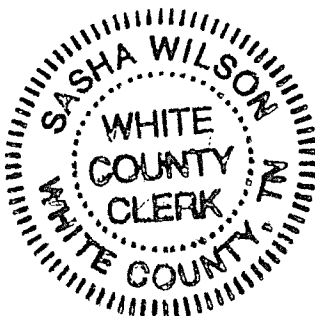
ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



Resolution 67-09-2023

Motion was made by Commissioner Dakota White and seconded by Commissioner Becky Golden to amend Resolution 67-09-2023, by removing Kyle Goff and adding T.K Austin. Upon the roll being called the following voted.

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

Chairman Goff called for a roll call for the amended Resolution 67-09-2023. Upon the roll being called the following voted.

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



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 68-09-2023

Resolution to Appoint Steering A Committee

WHEREAS, the Nominating Committee has submitted Commissioners Cain Rogers, T.K. Austin, Becky Golden, Lanny Selby, Thomas Margeson, Derrick Hutchings, and Larry Daniels to the White County Legislative Body for membership to the Steering A Committee:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the White County Legislative Body meeting in Regular Session on this 18th day of September, 2023 at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the Steering A Committee:

Commissioners

Cain Rogers
T.K. Austin
Becky Golden
Lanny Selby
Thomas Margeson
Derrick Hutchings
Larry Daniels

Motion made by Nakota 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 69-09-2023

Resolution to Appoint Steering B Committee

WHEREAS, the Nominating Committee has submitted Commissioners Chris Brewington, David Cranford, Robert McCormick, Dakota White, Jordan Cocke, Roger Mason, and Kyle Goff to the White County Legislative Body for membership to the Steering B Committee:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the White County Legislative Body meeting in Regular Session on this 18th day of September, 2023 at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the Steering B Committee:

Commissioners

Chris Brewington
David Cranford
Robert McCormick
Dakota White
Jordan Cocke
Roger Mason
Kyle Goff

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

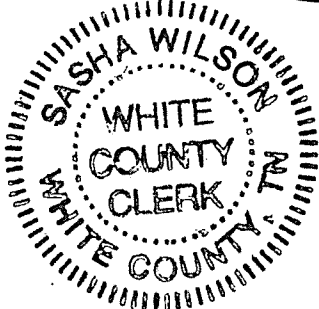
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 70-09-2023

Resolution to Appoint Solid Waste Committee

WHEREAS, the Nominating Committee has submitted Commissioners **Chris Brewington, Derrick Hutchings, T.K. Austin, Dakota White, Jordan Cocke, Kyle Goff, and Becky Golden** to the White County Legislative Body for membership to the **Solid Waste Committee**:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this **18th day of September, 2023** at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **Solid Waste Committee**:

Commissioners

Chris Brewington
Derrick Hutchings
T.K. Austin
Dakota White
Jordan Cocke
Kyle Goff
Becky Golden

Motion made by Dakota 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 71-09-2023

Resolution to Appoint Member to the White County Fair Board

WHEREAS, the Nominating Committee has submitted Commissioner **Larry Daniels**, to the White County Legislative Body for membership to the **White County Fair Board**:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this **18th day of September, 2023** at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **White County Fair Board**:

Commissioner

Larry Daniels

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

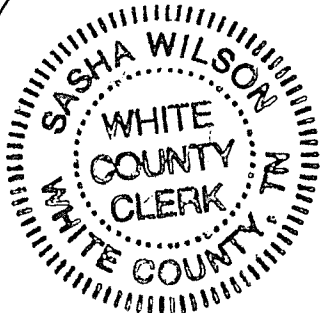
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 72-09-2023

Resolution to Appoint Member to the White County Library Board

WHEREAS, the Nominating Committee has submitted Commissioner **Lanny Selby**, to the White County Legislative Body for membership to the White County **Library Board**:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this **18th day of September, 2023** at Sparta, Tennessee, that:

The White County Legislative Body appoints the following members to the **White County Library Board**:

Commissioner

Lanny Selby

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 18th day of September, 2023.

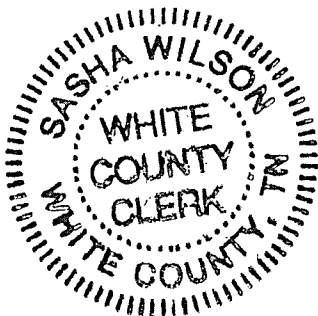
ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 73-09-2023

Resolution to Appoint Members to the Agricultural Committee

WHEREAS, the Nominating Committee has submitted Commissioner **Jordan Cocke, T.K. Austin, & Dakota White**, to the White County Legislative Body for membership to the **Agricultural Committee**:

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this **18th day of September, 2023** at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **Agricultural Committee**:

Commissioner
Jordan Cocke
T.K. Austin
Dakota White

Motion made by Dakota 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 74-09-2023 Resolution to Appoint Beer Board

WHEREAS, the Nominating Committee has submitted Commissioner **David Cranford, Thomas Margeson, and Becky Golden**, to the White County Legislative Body for membership to the **Beer Board**;

WHEREAS, such persons seem able and capable to serve in such capacity.

NOW, THEREFORE, BE IT RESOLVED by the **White County Legislative Body** meeting in Regular Session on this 18th day of September, 2023 at Sparta, Tennessee, that:
The White County Legislative Body appoints the following members to the **Beer Board**:

Commissioner
David Cranford
Thomas Margeson
Becky Golden

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 18th day of September, 2023.

ATTEST:

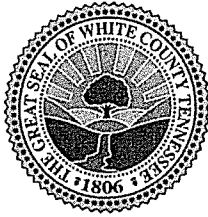
Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION 75-09-2023

AUTHORIZING MUTUAL AID AGREEMENT WITH THE CITY OF SPARTA

WHEREAS, from time to time the City of Sparta is requested and needed to assist White County in areas of public safety, and;

WHEREAS, the City of Sparta has requested a Mutual Aid Agreement to allow cooperation between the two governments.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regularly scheduled meeting, that the White County Executive and/or the White County Sheriff be authorized to sign and execute the attached Mutual Aid between Sparta and White County. The safety and welfare of the public dependent upon it.

Motion made by Roger Mason and seconded by Robert Mc Cormick 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive

Exhibit B

MODEL MUTUAL AID AGREEMENT

**For law enforcement pursuant to T.C.A. Section 6-54-307
and for fire fighting assistance pursuant to
T.C.A. Section 6-54-601**

THIS AGREEMENT entered as of the ____ day of ____, 20__, by and among:

City of Sparta, Tennessee

County of White, Tennessee

Pursuant to Tennessee Code Annotated, (Section 6-54-307 relative to law enforcement assistance) and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties will respond to calls for (*law enforcement*) assistance only upon request for such assistance made by the senior (*law enforcement*) official on duty of the (*police*) department of the respective city or county. All requests for emergency (*law enforcement*) assistance shall be made only to the Supervising Law Enforcement Officer.
2. Upon request for aid received as provided for in paragraph (1), the senior (*law enforcement*) officer of the responding party will authorize a response as follows:
 - (a) Each of the parties to this Agreement will attempt to provide at least the following personnel and equipment in response to the request:

Minimum response - one (1) (*vehicle*) and one (1) person.

Maximum response - fifty (50) percent of personnel and resources.

Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior (*law enforcement*) officer of the responding party after discussion with the senior (*law enforcement*) officer of the requesting party.

- (b) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a request under this agreement, and the senior (*law enforcement*) officer of the responding party reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding party cannot comply with the Minimum requirements under this agreement without endangering life or incurring significant property damage in the responding party's jurisdiction, or both, the senior (*law enforcement*) officer may choose to keep all equipment and personnel in the responding party's own jurisdiction. In this case, the senior (*law enforcement*) officer of the responding party shall attempt to inform the senior (*law enforcement*) officer of the requesting party of the decision.

In cases where two or more requests for mutual aid assistance are made at the same time, the senior (*law enforcement*) officer of the responding party shall determine, based upon a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. The senior (*law enforcement*) officer may determine to

send all available resources under this agreement to the jurisdiction with the most dire emergency, or may send some resources to each requesting jurisdiction. The senior (*law enforcement*) officer shall inform the requesting officer(s) of the decision.

In both situations outlined in this subsection (b) where compliance with the minimum duties of this agreement is impracticable or impossible, the requesting party or parties will not expect full compliance with those minimum duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

3. When (*law enforcement*) personnel are sent outside the department's home jurisdiction pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, of the sending (*law enforcement*) Department shall be extended to and include any geographic area necessary as a result of the request so long as the employees are acting within the scope of the authority conferred by this agreement.
4. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the (*law enforcement*) Department of the responding party that may be lost, stolen, or damaged while performing their duties in responding under this agreement.
5. The party responding to the request for mutual aid under the terms of this agreement assumes all liabilities and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also

assumes all liability and responsibilities as between the parties for any injuries or damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from a specific location.

6. Pursuant to Tennessee Code Annotated, § 29-20-107 (f), for liability purposes only, employees of the responding party at the scene of the incident shall be considered employees of the requesting party while acting pursuant to this agreement.
7. No compensation will be paid by the parties under this agreement for mutual aid (*law enforcement*) assistance rendered.
8. The respective parties agree that no claim for compensation will be made by either of them against the other for loss, damage, or personal injury occurring in consequence of mutual aid (*law enforcement*) assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.
9. The senior (*law enforcement*) officer in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior (*law enforcement*) officer in command of the responding party.
10. The initial term of this agreement shall be from the effective date, as evidenced by the date first written above, through July 1st, and in no event shall the initial term be more than one (1) year. This agreement shall then automatically renew for one-year terms annually on July 1st of each successive year unless written

notice of termination is given by either party at least sixty (60) days prior to July 1st of any year. No further obligations or liabilities shall be imposed upon the withdrawing party after termination, unless such obligation or liability arose during the time this Agreement was in effect.

11. This agreement shall be valid only when it is executed by the Mayors/County Executives (*and sheriffs for law enforcement agreements with counties*) of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the Mayors/County Mayor (*or sheriff for law enforcement agreements with counties*) to execute it.

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

CITY OF SPARTA, TENNESSEE

By: _____
Mayor

Attest:

COUNTY OF WHITE, TENNESSEE

By: _____
County Mayor

By:  8-21-2023
Sheriff (for law enforcement agreements with county)

Attest:

Motion was made by Commissioner Roger Mason and seconded by Commissioner Robert McCormick to approve Resolution 75-09-2023, authorizing Mutual Aid Agreement with the City of Sparta. Upon the roll being called the following voted.

YES

Dakota White
Becky Golden
T.K Austin
Roger Mason
Jordan Cocke
Kyle Goff
Robert McCormick
Larry Daniels
Cain Rogers
Thomas Margeson
Chris Brewington
Derrick Hutchings

NO

ABSENT

David Cranford
Lanny Selby



WHITE COUNTY, TENNESSEE

RESOLUTION 76-09-2023

AUTHORIZING & EXECUTING A LEASE WITH THE CHAMBER OF COMMERCE

WHEREAS, the Sparta White County Chamber of Commerce has out grown its current location, and

WHEREAS, the growth of White County businesses and the forthcoming State Park the Chamber is in need of more room and parking to better facilitate the promotion of Sparta and White County.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, in a regular Scheduled meeting, that the County Executive be authorized to sign and execute the attached lease for part of the building located at 113 East Bockman Way. The Welfare of the citizens dependent upon it.

Motion made by Lakota White and seconded by Chris Brevington 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 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk

[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive



LEASE AGREEMENT

This Lease Agreement is made and entered into this the _____ day of _____, 2023, by and between THE COUNTY OF WHITE, SPARTA, TENNESSEE, hereinafter designated "LESSOR" and the SPARTA-WHITE COUNTY CHAMBER OF COMMERCE, SPARTA, TENNESSEE, hereinafter designated "LESSEE".

WITNESSETH:

In consideration of the mutual covenants herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LEASED PREMISES: LESSOR hereby leases to LESSEE a portion of the commercial property located at 113 E Bockman Way, Sparta, Tennessee, 38583, hereinafter designated the "LEASED PREMISES".
2. TERM: The term of this lease shall be for a period of twenty (20) years from and after the date hereof. Renewals thereafter for two additional ten(10) year period shall be automatic, provided that either party to this lease may terminate it at the end of any lease period by giving the other party one-hundred eight or more days' notice in writing of the intention to terminate.
3. RENT: The rent shall be the sum of one (\$1.00) DOLLAR per year.

4. MAINTENANCE: Lessee will keep the property in a good state of repair and preservation so long as such repairs are necessitated by normal wear and tear. Lessee will be responsible for landscaping and general maintenance and repairs of the interior of the building including above-grade plumbing, electrical systems, and heating and cooling system.

Lessor shall be responsible for maintenance and repairs of structural systems including roof, foundation, below-grade plumbing, and exterior and load-bearing walls. Lessor shall maintain the premises in a good and safe condition and in compliance with all maintenance schedules followed by prudent landlords of commercial buildings.

5. IMPROVEMENTS: Lessee shall have the right during the existence of the lease to make alterations, attach fixtures and erect additions, structures, or signs in or upon the leased premises. Any improvements not affixed to the leased premises will remain the property of the Lessee and may be removed therefrom by Lessee prior to the termination or expiration of the lease or any renewal or extension thereof, or within a reasonable time thereafter. Any improvements permanently affixed to the leased premises will become the property of the lessor and shall be subject to the terms of this lease.
6. UTILITIES: Lessee shall be responsible for utility costs including electrical, water, gas, and telephone and data services.
7. INSURANCE: Lessor shall maintain fire and extended coverage insurance on the leased premises and contents therein in an amount not less than the full replacement cost of the building, and comprehensive general liability insurance coverage against any and all

liability, loss or damage arising from any injury or damage to any person or property occurring in or about the leased premises.

8. APPLICABLE LAW: This Lease shall be governed by and construed under the laws of the State of Tennessee.
9. MODIFICATION: This lease may not be modified or terminated except as provided in this lease or by other written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and date set forth below.

LESSORS

THE COUNTY OF WHITE, SPARTA, TENNESSEE

By: _____

Date: _____

Attest:

LESSEE

SPARTA-WHITE COUNTY CHAMBER OF
COMMERCE, SPARTA, TENNESSEE

By: _____

Date: _____

Attest:

Motion was made by Commissioner Roger Mason and seconded by Commissioner Robert McCormick to approve Resolution 76-09-2023, Authorizing and Executing a Lease with the Chamber of Commerce. Upon the roll being called the following voted.

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



WHITE COUNTY, TENNESSEE

RESOLUTION 77-09-2023

RESOLUTION TO AMEND FISCAL YEAR 2024 GENERAL FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget as follows for the indicated reasons:

Section 1. To appropriate excess insurance proceeds received from a wrecked vehicle along with Sex Offender Registry restricted funds for the purchase of a high-resolution camera and associated equipment and licenses with interface with the Sheriff's Department current record management system.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	44170	Miscellaneous Refunds		6,843	
Decrease	34520	Restricted for Admin of Justice		9,450	
Increase	54110-716	Sheriff's Department	Law Enforcement Equipment		16,293
				<u>16,293</u>	<u>16,293</u>

Section 2. To appropriate Federal Small Rural Tribal Body Worn Camera Program grant funds received to purchase body cameras for the Sheriff's Department.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	47990	Other Direct Federal Revenue		25,000	
Increase	54110-716	Sheriff's Department	Law Enforcement Equipment		25,000
				<u>25,000</u>	<u>25,000</u>

Section 3. To appropriate restricted donations received for the cleanup of the historic Rowland Sawmill Site in the Quebeck Community.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	34510	Restricted for General Government - MILL		3,500	
Increase	51910-724	Preservation of Records	Site Development - MILL		3,500
				<u>3,500</u>	<u>3,500</u>

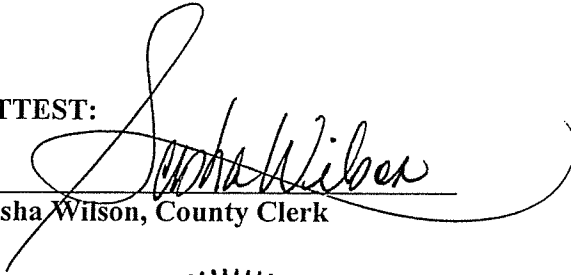
Motion made by Roger Mason and seconded by Jordan Cocke that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.

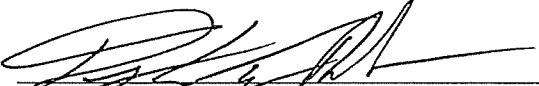
ATTEST:


Sasha Wilson, County Clerk




Chairman, White County Legislative Body

Approved the 18 day of September, 2023


Denny Wayne Robinson
White County Executive

Motion was made by Commissioner Roger Mason and seconded by Commissioner Becky Golden to approve Resolution 77-09-2023, To Amend Fiscal Year 2024 General Fund. Upon the roll being called the following voted.

YES
Cain Rogers
Thomas Margeson
Jordan Cocke
Roger Mason
Becky Golden
Dakota White
T.K Austin
Robert McCormick
Chris Brewington
Larry Daniels
Derrick Hutchings
Kyle Goff

NO

ABSENT
David Cranford
Lanny Selby



WHITE COUNTY, TENNESSEE

RESOLUTION 78-09-2023

RESOLUTION TO AMEND FISCAL YEAR 2024 HIGHWAY PUBLIC WORKS FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget by appropriating funds received from the sale of surplus equipment on GovDeals to be utilized for necessary highway equipment purchases and upgrades.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	44530	Sale of Equipment		112,000	
Increase	68000-714	Capital Outlay	Highway Equipment		112,000
				<u>112,000</u>	<u>112,000</u>

Motion made by Robert Mc Cormick and seconded by Chris Brewington that the above resolution be adopted.

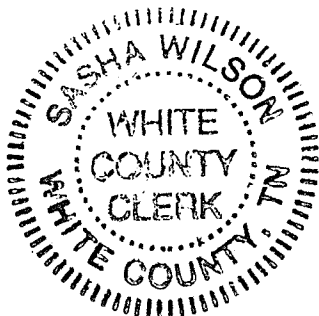
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive

Motion was made by Commissioner Robert McCormick and seconded by Commissioner Chris Brewington to approve Resolution 78-09-2023, To Amend Fiscal Year 2024 Highway Public Works Fund. Upon the roll being called the following voted.

YES
Chris Brewington
Cain Rogers
Derrick Hutchings
T.K Austin
Dakota White
Larry Daniels
Kyle Goff
Becky Golden
Robert McCormick
Roger Mason
Jordan Cocke
Thomas Margeson

NO

ABSENT
Lanny Selby
David Cranford



WHITE COUNTY, TENNESSEE

RESOLUTION 79-09-2023

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A GENERAL
OBLIGATION CAPITAL OUTLAY NOTE OF WHITE COUNTY, TENNESSEE,
IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,150,000; MAKING
PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTE,
ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF
PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF A TAX, IF
NECESSARY, FOR THE PAYMENT OF PRINCIPAL THEREOF AND
INTEREST THEREON.**

WHEREAS, pursuant to authority granted by Sections 9-21-601, et seq., Tennessee Code Annotated, as amended, subject to the approval of the State Director of the Division of Local Government Finance (the "State Director"), counties in Tennessee are authorized to issue interest-bearing capital outlay notes to finance public works projects; and

WHEREAS, the Board of County Commissioners of White County, Tennessee (the "County") has determined that it is necessary and desirable to issue a capital outlay note in a principal amount not to exceed \$1,150,000 for the purpose of financing, in whole or in part, the (i) acquisition of land and equipment for County purposes, including for landfill and garbage collection and disposal purposes; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (collectively, the "Projects"); (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (iv) payment of costs incident to the issuance of the note authorized herein; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is advantageous to the County to issue a capital outlay note in a principal amount not to exceed \$1,150,000 for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such note, establishing the terms thereof, providing for the issuance, sale and payment of the note and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. Authority. The note authorized by this resolution will be issued pursuant to Sections 9-21-101 et seq., and 9-21-601 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bank" shall mean the bank or other financial institution selected as the purchaser of the Note pursuant to Section 8 hereof;

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(c) “Debt Management Policy” shall mean the Debt Management Policy approved by the Governing Body;

(d) “Governing Body” shall mean the Board of County Commissioners of the County;

(e) “County” shall mean White County, Tennessee;

(f) “Note” shall mean the not to exceed \$1,150,000 General Obligation Capital Outlay Note of the County, to be dated its date of issuance, and have such series designation or such other dated date as shall be determined by the County Executive, pursuant to Section 8 hereof;

(g) “Projects” shall mean the (i) acquisition of land and equipment for County purposes, including for landfill and garbage collection and disposal purposes; and (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and

(h) “Registration Agent” shall mean the County Clerk who shall serve as registration and paying agent or any successor registration and paying agent appointed by the Governing Body.

SECTION 1. Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Note, as proposed herein, is consistent with the County’s Debt Management Policy. The weighted average maturity of the Note does not exceed the reasonably expected weighted average life of the Projects. The estimated debt service and costs of issuance of the Note have been presented to the Governing Body and are attached hereto as Exhibit A. Such costs are preliminary estimates and are subject to change based upon conditions at the time of sale of the Note.

Section 4. Authorization and Terms of the Note.

(a) For the purpose of funding the Projects, reimbursing the County for funds previously expended for costs of the Projects, if any, and paying the costs incident to the issuance and sale of the Note, there is hereby authorized to be issued an interest-bearing capital outlay note of the County, in certificated form, in an aggregate principal amount of not to exceed \$1,150,000. Subject to the adjustments permitted in Section 8 hereof, the Note shall be issued in fully registered form, without coupons, shall be known as “General Obligation Capital Outlay Note” and shall be dated its date of issuance, or such other date and have such series designation as shall be determined by the County Executive. The Note shall bear interest at a rate not to exceed the maximum interest rate permitted by law as is approved by the County Executive and the Bank, payable, subject to the adjustments permitted pursuant to Section 8 hereof, semi-annually or on such other dates as are approved by the County Executive and the Bank, until the Note matures or is redeemed, commencing no later than the next fiscal year following the date of issuance of the Note. The Note shall be issued in a single denomination equal to the initial principal amount thereof. Subject to the adjustments permitted by Section 8 hereof, the principal of the Note shall be subject to mandatory redemption as is approved by the State Director or as is otherwise permitted by law, and the Note shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Note is issued. Unless otherwise approved by the State Director and in accordance with Section 9-21-604 of the Tennessee Code Annotated, as amended, debt service on the Note shall be repaid such that (i) an equal amount of principal is paid in each fiscal year that the Note is outstanding after the first fiscal year in which the Note

is issued or (ii) level debt service on the Note is paid in each fiscal year that the Note is outstanding after the first fiscal year in which the Note is issued.

(b) Subject to the adjustments permitted by Section 8 hereof, the Note shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date. The County Executive may designate each mandatory redemption payment, if any, as to which all or a portion of any optional redemption amount is credited.

(c) As is provided above and in Section 8 hereof, the County Executive shall sell the Note to the Bank as a term note (a "Term Note") with mandatory redemption requirements as determined by the County Executive and approved by the Bank and, if required, the State Director. The County shall redeem the Term Note on redemption dates in aggregate principal amounts determined by the County Executive at a price of par plus accrued interest thereon to the date of redemption.

(d) Notice of call for optional redemption shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owner of the Note by first-class mail, postage prepaid, at the address shown on the Note registration records of the Registration Agent as of the date of the notice, unless another method of notice shall be acceptable to the registered owner of the Note. This notice may state that it is conditioned upon the deposit of moneys in the amount necessary to redeem the Note with the Registration Agent no later than the redemption date ("Conditional Redemption"). In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder that the redemption did not occur and that the Note called for redemption and not so paid remains outstanding. No notice shall be required for mandatory redemption of the Note.

(e) The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Note, to authenticate and deliver the Note as provided herein, either at original issuance or upon transfer, to effect transfers of the Note, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Note as provided herein, and to cancel and destroy any Note which has been paid at maturity or upon earlier redemption or any Note submitted for transfer.

(f) The Note shall be payable, both principal and interest, in lawful money of the United States of America at the office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Note by check or draft on each interest payment date directly to the registered owner as shown on the Note registration records maintained by the Registration Agent as of the close of business on the day preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owner at its address shown on said Note registration records, without the presentation or surrender of such registered Note, unless such other method of payment shall be acceptable to the registered owner of the Note, and all such payments shall discharge the obligations of the County in respect of such Note to the extent of the payments so made. Payment of principal of and premium, if any, on the Note shall be made to the Registration Agent as the same shall become due and payable. Unless otherwise agreed with the Bank by the County Executive, all rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. If requested by the registered owner of the Note, payment of interest on such Note shall be paid by wire transfer to a bank within the continental United States if such request is received in writing by the Registration Agent at least ten (10) days prior to the Regular Record Date.

(g) Any interest on the Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the person in whose name the Note is registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on the Note and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owner. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Note shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Note when due.

(h) The Note is transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Note accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note in such form and with such documentation, if any, the Registration Agent shall issue a new Note to the assignee in the same denomination. The Registration Agent shall not be required to transfer any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer any Note after the notice calling such Note for redemption has been made, nor to transfer any Note during the period following the receipt of instructions from the County to call such Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue.

(i) The Note shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Executive and attested by the manual or facsimile signature of the County Clerk.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Note to the Bank, upon receipt by the County of the proceeds of the sale thereof. The Note shall not be valid for any purpose unless authenticated by the Registration Agent on the certificate set forth on the Note form herein.

(k) In case the Note shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution

for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Note shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on the Note, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Note. The Note shall be in substantially the following form, the omissions to be appropriately completed when the Note is prepared and delivered:

(Form of Note)

REGISTERED
Number _____

REGISTERED

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WHITE
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2023

Interest Rate:

Maturity Date:

Date of Note:

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That White County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth (or such amount as has been advanced hereunder) on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures or is redeemed, said interest being payable on _____, 2023, and semi-annually thereafter on _____. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the County Clerk, White County, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said note registration records, without the necessity of the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owner of this Note not less than ten (10) days prior

to such Special Record Date. Payment of principal hereof shall be made to the Registration Agent when due.

The Note shall be subject to redemption prior to maturity at the option of the County, as a whole or in part, at any time at a redemption price of par plus accrued interest to the redemption date.

[This Note shall be subject to mandatory redemption on the dates and in the amounts set forth on Schedule A hereto]

Notice of call for optional redemption shall be given by the Registration Agent on behalf of the County not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owner of the Note by first-class mail, postage prepaid, at the address shown on the Note registration records of the Registration Agent as of the date of the notice. This notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected noteholder that the redemption did not occur and that the Note called for redemption and not so paid remain outstanding. No notice shall be required for mandatory redemption of the Note.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note of the same maturity, principal amount and interest rate will be issued to the transferee. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. The Registration Agent shall not be required to transfer the Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer the Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

This Note is issued by the County for the purpose of providing funds to finance, in whole or in part, the (i) acquisition of land and equipment for County purposes, including for landfill and garbage collection and disposal purposes; (ii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (collectively, the "Projects"); (iii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (iv) payment of costs incident to the issuance of the Note under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq. and 9-21-601 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the 18th day of September, 2023.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, the full faith and credit of

the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Executive and attested by its County Clerk as of the day and date hereinabove set forth.

WHITE COUNTY, TENNESSEE

By: DO NOT SIGN – FORM OF NOTE
County Executive

ATTESTED:

DO NOT SIGN – FORM OF NOTE
County Clerk

Transferable and payable at the
office of:

County Clerk
White County, Tennessee

Date of Registration: _____

This Note is issued pursuant to the Resolution hereinabove described.

Registration Agent

By: DO NOT SIGN – FORM OF NOTE
Authorized Trust Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____), the within Note of White County, Tennessee and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

[Schedule A to Note - Mandatory Redemption Schedule]

(End Form of Note)

Section 7. Levy of Tax. The County, through its Governing Body, shall, to the extent required, annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Note when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Note. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Note.

(a) Section 8. Sale of Note.

(b)

(c) (a) The County Executive shall sell the Note, at a price not less than 99% of the par thereof and any accrued interest, by an informal bid process in which not less than three (3) financial institutions are solicited to bid for the purchase of the Note, all in accordance with Section 9-21-609 of the Tennessee Code Annotated, as amended. The County Executive shall sell the Note to the financial institution, referred to herein as the "Bank," that provides the proposal that the County Executive determines is in the best interests of the County, and any actions heretofore taken to receive such informal bids are hereby approved, ratified and confirmed.

(d) (b) The County Executive is further authorized to establish a series designation for the Note; to include in the Note the ability to adjust its interest rate if required by the Bank upon certain tax determinations or events of default; to cause to be sold an aggregate principal amount less than that authorized in Section 4 hereof; to establish the maturity date and mandatory redemption schedule for the Note subject to limits in Section 4; to change the interest payment dates on the Note; to modify the redemption provisions to provide that all or a portion of the Note is not subject to optional redemption; and if subject to optional redemption, to provide for the Note to be redeemed at a price of par plus accrued interest without a redemption premium or for the Note to be redeemed with a redemption premium of not greater than one percent (1%) of par thereof, if the Note is originally sold for not less than par.

(e) (c) The Note shall not bear an interest rate exceeding the maximum interest rate permitted by law. The sale of the Note to the Bank shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof. The County Executive and County Clerk, or either of them, are authorized to cause the Note to be authenticated and delivered by the Registration Agent to the Bank, and officers of the County are further authorized to execute, publish, and deliver all certificates and documents as they shall deem necessary or advisable in connection with the sale and delivery of the Note, including such agreements and covenants as may be

reasonably requested by the Bank as determined by the County Executive in consultation with the municipal advisor. The County Executive is hereby authorized to enter into the contract attached hereto as Exhibit B with Raymond James & Associates, Inc. for municipal advisory services in connection with the sale of the Note and is also hereby authorized to accept the engagement letter attached hereto as Exhibit C with Bass, Berry & Sims PLC for bond counsel services in connection with the sale of the Note, and all actions heretofore taken by the officers of the County in connection with the foregoing are hereby approved, ratified and confirmed.

(f) (d) The Note shall not be issued until after the County has received the approval from the State Director, as required by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and the County hereby agrees to comply with any requirements of the State Director included in such approval.

Section 9. Disposition of Note Proceeds.

(a) The proceeds of the sale of the Note shall be paid to the County to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2023 General Obligation Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the County. By agreement with the Bank, the Bank may advance the proceeds of the Note as requested by the County to pay the costs of the Projects, and upon each such advance, the County will deposit such proceeds in the Note Fund. The County shall disburse funds in the Note Fund to pay costs of issuance of the Note, including necessary legal, accounting and fiscal expenses, advertising and similar expenses, administrative and clerical costs, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Note. The remaining monies in the Note Fund shall be solely used by the County to pay costs of the Projects and, if applicable, to reimburse the County for any funds previously expended for costs of the Projects. Moneys in the Note Fund shall be invested at the direction of the County in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County in the Note Fund to pay costs of the Projects or, upon consultation with bond counsel, to the County's debt service fund to pay interest on the Note at the direction of the County Executive. Funds remaining in the Note Fund after payment of costs of issuance, completion of the Projects and reimbursement to the County for funds previously expended for costs of the Projects, if any, shall be transferred to the County's debt service fund to be used to pay interest on the Note, subject to consultation with bond counsel.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Note. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Federal Tax Matters Related to the Note. The County may issue the Note so that the interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Note. If the Note is so issued on a federally tax-exempt basis, the County agrees that it shall take no action that may render the interest on any of said Note subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Note will not be used in a manner which will cause the Note to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Note and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Note to the United States government, it will make such payments as and when required by said

Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Note from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Executive, County Clerk and, if applicable, other officers of the County are authorized and directed to make such certifications in this regard in connection with the sale of the Note as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. The County Executive is hereby authorized to adopt, amend and/or implement such policies and procedures in connection with the issuance of the Note as shall be deemed necessary or advisable, upon consultation with bond counsel, to comply with this Section 10 and applicable provisions of the Code.

Section 11. Discharge and Satisfaction of Note. If the County shall pay and discharge the indebtedness evidenced by the Note in any one or more of the following ways:

(a) By paying or causing to be paid the principal of and interest on such Note as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers (a "Trustee"), in trust, on or before the date of maturity, sufficient money or Defeasance Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Note and to pay interest thereon when due until the maturity date; or

(c) By delivering such Note to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Note, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Note when due, then and in that case the indebtedness evidenced by such Note shall be discharged and satisfied and all covenants, agreements and obligations of the County to the owner of such Note shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by the Note in the manner provided in either clause (a) or clause (b) above, then the registered owner thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Note; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Note and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 2. Section 12. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Note. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 13. Qualified Tax-Exempt Obligations. The Governing Body hereby authorizes the County Executive to designate the Note as “qualified tax-exempt obligations,” to the extent the Note, or any emission thereof, may be designated, within the meaning of and pursuant to Section 265 of the Code.

Section 14. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is not less than the authorized maturity of the Note.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owner of the Note, and after the issuance of the Note, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Note and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

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

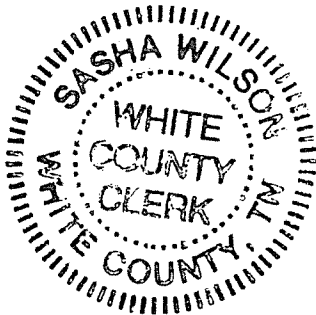
On roll call, the vote was recorded as follows:

AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.

ATTEST:

Sasha Wilson
Sasha Wilson, County Clerk



[Signature]
Chairman, White County Legislative Body

Approved the 18 day of September, 2023

[Signature]
Denny Wayne Robinson
White County Executive

Exhibit A

Exhibit A

Preliminary Estimates of Debt Service and Costs of Issuance for the Note

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2024	140,000.00	5.000%	31,843.06	171,843.06
06/01/2025	120,000.00	5.000%	49,750.00	169,750.00
06/01/2026	130,000.00	5.000%	43,750.00	173,750.00
06/01/2027	135,000.00	5.000%	37,250.00	172,250.00
06/01/2028	140,000.00	5.000%	30,500.00	170,500.00
06/01/2029	150,000.00	5.000%	23,500.00	173,500.00
06/01/2030	155,000.00	5.000%	16,000.00	171,000.00
06/01/2031	165,000.00	5.000%	8,250.00	173,250.00
Total	\$1,135,000.00	-	\$240,843.06	\$1,375,843.06

Costs of Issuance

Municipal Advisor – Raymond James & Associates, Inc.	\$19,500
Bond Counsel – Bass, Berry & Sims PLC	<u>\$7,500</u>
TOTAL	<u>\$27,000</u>

All estimates of debt service and costs of issuance are preliminary and subject to change based upon conditions at the time of sale of the Note.

Exhibit B

Municipal Advisory Contract

(attached)

**PROJECT AMENDMENT
BY AND BETWEEN
WHITE COUNTY, TENNESSEE
AND**

RAYMOND JAMES & ASSOCIATES INC.

Section 1. Consistent with the Municipal Advisor Agreement (the Master Agreement) incorporated herein by reference, the Issuer's formally adopted Debt Management Policy as supplemented or revised and in the interest of full disclosure and transparency, the following disclosures supplement those included in the Master Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this "Project Amendment" has been provided to the Issuer at the earliest possible date once individual projects, timetables and similar determinations are made. Fees payable to the Municipal Advisor shall be determined based on Article III of the Master Agreement.

The services, service providers and estimated costs related to the sale and issuance of Debt Obligations to provide funds to finance the Issuer's proposed General Obligation Capital Outlay Note, Series 2023 (i) to provide funds for County land and equipment; and (ii) to pay costs related to the sale and issuance of the Debt Obligations (collectively, the "Project") are estimated as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Cost</u>
Municipal Advisor:	Raymond James & Associates	\$19,500
Bond Counsel:	Bass Berry & Sims PLC	\$7,500
Estimated Total:		<u>\$27,000</u>

Section 3. Underwriter's compensation relating to the purchase of the of the Issuer's Debt Obligations is determined through the formal pricing process on the sale date. This compensation is embedded in the Debt Obligation pricing and is not a separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance of all actual transaction costs will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of County Commissioners of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel assist with and provide investment services to the Issuer, it is acknowledged that separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer. Accordingly, a separate annual fee for performance of such services paid.

Section 7. From time to time, Bass Berry & Sims PLC has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

Section 8. We have reviewed Exhibit A "Disclosure for Municipal Advisor Agreement" which is part of the Master Agreement. Other than as disclosed above, we are not aware of any updates needed nor are there any additional disclosures that should be added.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS PROJECT AMENDMENT to be signed and sealed by their respective authorized officers this ___th day of September 2023.

WHITE COUNTY, TENNESSEE

By: _____
Name: Denny W. Robinson
Title: County Executive

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Name: Elizabeth Zuelke
Title: Vice President

Exhibit C

Bond Counsel Engagement Letter

(attached)

BASS BERRY & SIMS PLC

150 Third Avenue South, Suite 2800
Nashville, TN 37201
(615) 742-6200

September 18, 2023

White County, Tennessee
Sparta, Tennessee
Attention: County Executive

**Re: Issuance of the Not-to-Exceed \$1,150,000 General Obligation Capital Outlay
Note, Series 2023 of White County, Tennessee.**

Dear County Executive:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to White County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced note (the "Note"). We understand that the Note is being issued for the purposes of providing funds necessary to finance certain capital improvements within the Issuer and to pay costs incident to the sale and issuance of the Note. We also understand that the Note will be sold by informal bid.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Note, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Note; and
- (5) If necessary, prepare those sections of a disclosure document to be disseminated in connection with the sale of the Note involving the description of (i) federal law pertinent to the validity of the Note and the tax law treatment thereon, (ii) the terms of the Note and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Note and will be delivered by us on the date the Note is exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and its security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Note other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Note.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Note.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Note will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Note).
- i. Opining on a continuing disclosure undertaking pertaining to the Note or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. We currently represent Raymond James & Associates, Inc. on various unrelated matters. Acceptance of this letter will signify the Issuer's consent to this representation and of our representation of others consistent with the circumstances described in this paragraph.

FEEs

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Note; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$7,500.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Note as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed \$7,500.00.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own

files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

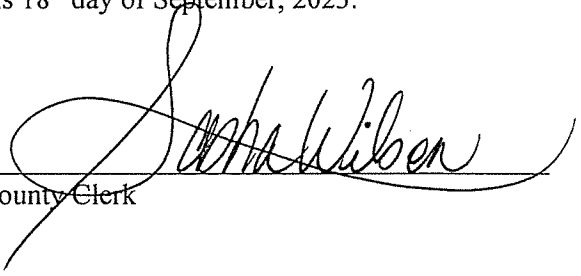
If the foregoing terms are not acceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

STATE OF TENNESSEE)

COUNTY OF WHITE)

I, Sasha Wilson, certify that I am the duly qualified and acting County Clerk of White County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on September 18, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to General Obligation Capital Outlay Note of said County.

WITNESS my official signature of said County this 18th day of September, 2023.


County Clerk

Motion was made by Commissioner Dakota White and seconded by Commissioner T.K Austin to approve Resolution 79-09-2023, Authorizing the Issuance of a General Obligation Capital Outlay Note of White County, Tennessee, In a Principal Amount of Not To Exceed \$1,150,000; Making Provision for the Issuance, Sale and Payment of Said Note, Establishing The Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of a Tax, If Necessary, For The Payment of Principal Thereof and Interest Thereon. Upon the roll being called the following voted.

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

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Dakota White to approve Resolution 67-09-2023, To Appoint Purchasing Committee.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Thomas Margeson to approve the following notaries; Danielle Nicole Burton, Peggy S. Harmann, Kristen Nichole McCoy, Shea Butcher Curtis, Jessica Lynne Gibson, Barry D. Vinson Sr, Valerie Machado Winton, Krystal Denise Tanner. Chairman Goff called for a voice vote; all members in favor of said motion.

Old Business:

Motion was made by Commissioner Roger Mason and seconded by Commissioner Robert McCormick to approve Resolution 80-09-2023, To Declare Items as Surplus Property. Upon the roll being called the following voted.

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

Commissioner Derrick Hutchings stated that he had received a quote for the Rowland Sawmill and that he would be turning that in after the meeting.



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 80-09-2023

A RESOLUTION TO DECLARE ITEMS AS SURPLUS PROPERTY

WHEREAS, White County has authority to declare items as surplus that are no longer deemed necessary or adequate to properly perform the duties of county government as prescribed by law, AND

WHEREAS, certain departments have requested approval of the county legislative body to have specific property declared as surplus property of the county.

NOW, THEREFORE BE IT RESOLVED, that the below schedule of property is hereby declared as surplus property of White County.

Department	Description	VIN
Sheriff	2007 Chevy Tahoe	1GNFK13037R391700
Sheriff	2016 Ford Explorer	1FM5K8AR7GGB44668
Landfill	LMC National Air Compressor	n/a
Landfill	Kellogg-American Air Compressor	n/a
Landfill	2003 Mack Front End Truck	1M2K185CX3M009398
Landfill	1991 Trailer	PH06HE-2703
Landfill	1985 AM General Truck	C53102795
Landfill	Fuel Pump Meters	n/a
Landfill	Coats Tire Changer	0793255523
Landfill	Lincoln Welder	n/a
Landfill	FANCO Hydraulic Press	808727
Landfill	Transmission Jacks – Qty. 2	n/a
Landfill	1996 Mack Front End Truck	1M2K195C9TM007177
Landfill	Bobcat Attachment	6561138-M-3415
Landfill	2005 Bomag Compactor	101570531174
Landfill	2014 Bomag Compactor	1015720800100116
Landfill	D8R Drive Wheel	n/a
Landfill	D8R Rollers – Qty. 14	n/a
Landfill	Misc. Front-End and Roll-Off Cans	n/a

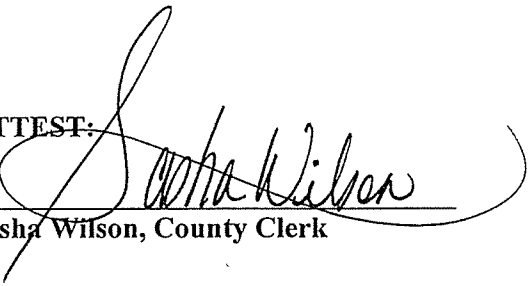
Motion made by Roger Mason and seconded by Robert Mc Cormick that the above resolution be adopted.

On roll call, the vote was recorded as follows:

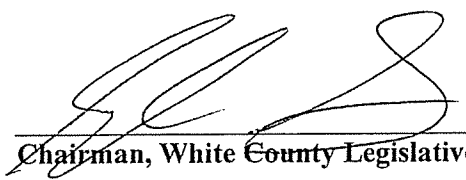
AYES 12
NAYS

The above resolution was passed on the 18th day of September, 2023.


ATTEST:


Sasha Wilson, County Clerk




Chairman, White County Legislative Body

Approved the 18 day of September, 2023


Denny Wayne Robinson
White County Executive

New Business: None

Recognition from audience members:

Dewayne Howard addressed the County Commission concerning the punishment for the middle school teacher and the creative writing assignment, he felt the punishment was not adequate and that the School Board did not address his concerns.

Pastor Dale Walker-President of the Tennessee Pastors Network addressed the County Commission of situations regarding the White County Schools and School Board.

Shelly Daniels spoke to the Commission about the assignment from the middle school teacher, she stated that she had spoken to the teacher and they had resolved everything concerning the assignment and that she wanted this issue to be dropped.

Motion was made by Commissioner T.K Austin and seconded by Commissioner Becky Golden to adjourn the meeting. Chairman Goff called for a voice vote; all members in favor of said motion.