

Denny Wayne Robinson
County Executive

Heather Grissom
Executive Assistant



WHITE COUNTY, TENNESSEE
Office of County Executive

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***Public Notice of Regular Call Meeting of the Board Of County
Commissioners of White County***

Notice is hereby given to all county commissioners, all residents of White County, Tennessee, and to all persons interested that an open, regular meeting of the Board of County Commissioners of White County will be held on Monday, April 17th, 2017 at 6:00 P.M. in the large courtroom, 3rd floor of the White County Courthouse in Sparta, Tennessee.

Agenda

1. Call to order by Chairman Alley
2. Recognition of Boy Scout Troop 175
3. Prayer – David Taylor Troop 175
4. Pledge – Rhett Robinson Troop 175
5. Roll Call
6. Approve minutes from the March 20th, 2017 meeting
7. Spread on Minutes All Quarterly Reports
8. Res 25-04-2017 Litter Grant FY 2017/18
9. Res 26-04-2017 Appoint Member to the County Equalization Board
10. Res 27-04-2017 Appoint Member to the County Equalization Board
11. Res 28-04-2017 Re-Appoint Brandon Hillis to Planning Commission
12. Res 29-04-2017 Re-Appoint Vanessa O’Neal to Planning Commission

13. UCDD Presentation to the County
14. Report of Steering Committee A
 - A. Res 30-04-2017 Roberts-Matthews Hwy. Bridge over Falling Water River.
15. Report of Steering Committee B
16. Report of Solid Waste Committee
17. Report of Purchasing Committee
18. Report of Budget Committee
 - A. Res 31-04-2017 Doyle HVAC Upgrades
 - B. Res 32-04-2017 Health Department Playground
 - C. Res 33-04-2017 Library Donation
 - D. Res 34-04-2017 Used Oil Grant
19. Report of Beer Board
 - A. Res 35-04-2017 To Adopt The Tennessee ABC Distance Requirement Laws for Local Beer Sales
20. Spread on minutes; all committee reports
21. Notaries
22. Discussion on May Court Meeting/Graduation
23. Recognition of Members from Audience
24. Old Business
25. New Business
26. Adjournment

APRIL 17, 2017

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on April 17, 2017 at 6:00 p.m.

Recognition of Boy Scout Troop 175 by County Executive Denny Wayne Robinson.

Prayer by David Taylor of Troop 175, and Pledge by Joey Morris of Troop 175

Present and presiding the Hon. Terry Alley, Chairman, Denny Wayne Robinson, County Executive, and Connie Jolley, County Clerk, with the following Commissioners present: Cain Rogers, Harold England, Al Klee, Dale Bennett, Russell Gooch, Mack Johnson, Diana Haston, Bruce Frasier, Stephen Luna, Karen LaFever, Matt McBride, Bruce Null, Stanley Neal.

A quorum being present the following proceedings were held.

Motion was made by Commissioner Stanley Neal and seconded by Commissioner Matt McBride to approve minutes from the March 20, 2017 meeting as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Stephen Luna to spread on minutes all Quarterly Reports. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Bruce Null and seconded by Commissioner Bruce Frasier to approve resolution 25-04-2017, Litter Grant Contract for FY 2017-2018. Upon the roll being called the following voted.

YES	NO	ABSENT
MACK JOHNSON		
RUSSELL GOOCH		
DALE BENNETT		
AL KLEE		
HAROLD ENGLAND		
TERRY ALLEY		
CAIN ROGERS		
STANLEY NEAL		
BRUCE NULL		
STEPHEN LUNA		
MATT MCBRIDE		
KAREN LAFEVER		



WHITE COUNTY, TENNESSEE

RESOLUTION 25-04-2017

To Approve Litter Grant Contract for FY 2017-2018

WHEREAS, Authorizing Resolution authorizing submission of an application for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation and authorizing the acceptance of a said grant.

WHEREAS, the White County Executive Office intends to apply for the aforementioned grant, during the 2017-2018 fiscal year, from the Tennessee Department of Transportation; and

WHEREAS, the contract for the grant will impose certain legal obligations upon White County.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, County Commission that;

The White County Executive, Denny W. Robinson, is authorized to apply on behalf of White County for a Litter and Trash collecting Grant from the Tennessee Department of Transportation.

That should said application be approved by the Tennessee Department of Transportation, then the White County Executive be authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by the White County Executive.

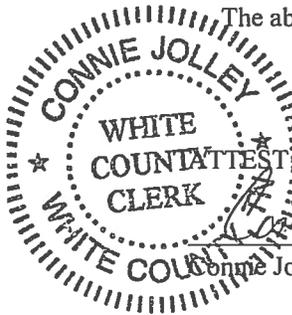
Motion made by Bruce Null and seconded by Bruce Frasier that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 14

NAYS 0

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman, County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

YES	NO	ABSENT
BRUCE FRASIER		
DIANA HASTON		

Motion was made by Commissioner Al Klee and seconded by Commissioner Stephen Luna to approve resolution 26-04-2017, appoint member to the County Equalization Board. Upon the roll being called the following voted.

YES	NO	ABSENT
CAIN ROGERS		
TERRY ALLEY		
HAROLD ENGLAND		
AL KLEE		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		
DIANA HASTON		
BRUCE FRASIER		
STEPHEN LUNA		
KAREN LAFEVER		
MATT MCBRIDE		
BRUCE NULL		
STANLEY NEAL		

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Stephen Luna to approve resolution 27-04-2017, appoint members to the County Equalization Board. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		
BRUCE FRASIER		
STEPHEN LUNA		
KAREN LAFEVER		
MATT MCBRIDE		
BRUCE NULL		
STANLEY NEAL		
CAIN ROGERS		
TERRY ALLEY		
HAROLD ENGLAND		
AL KLEE		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		



WHITE COUNTY, TENNESSEE

RESOLUTION 26-04-2017
THE COUNTY BOARD OF EQUALIZATION

WHEREAS, Tennessee code Annotated, Section 67-1-401 provides that the County Legislative Body shall, at the regular session of each even year elect five (5) freeholders and taxpayers from different sections of the county who shall constitute a County Board of Equalization and

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-1-401 section (a) paragraph (4), one (1) member of the board shall be appointed city council or governing board of the largest city or town in the counties.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regular session on this 17th day of April, 2017 at Sparta, Tennessee; That the following member be appointed to the Board of Equalization until April 2018 to replace resigning board member, AL Klee.

- 1. Gary McBride

Before entering upon the discharge of the office, each member of the County Board of Equalization must take, subscribe and file with the County Clerk an oath.

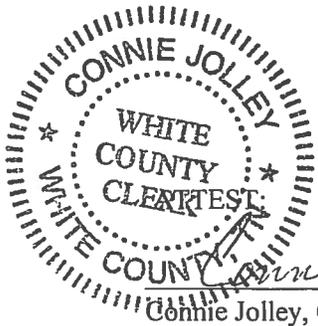
Motion made by Al Klee and seconded by Stephen Luna that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 14

NAYS 0

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION 27-04-2017
THE COUNTY BOARD OF EQUALIZATION

WHEREAS, Tennessee code Annotated, Section 67-1-401 provides that the County Legislative Body shall, at the regular session of each even year elect five (5) freeholders and taxpayers from different sections of the county who shall constitute a County Board of Equalization and

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-1-401 section (a) paragraph (4), one (1) member of the board shall be appointed city council or governing board of the largest city or town in the counties.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regular session on this 17th day of April, 2017 at Sparta, Tennessee; That the following member be appointed to the Board of Equalization until April 2018.

- 1. Marshall LaFever

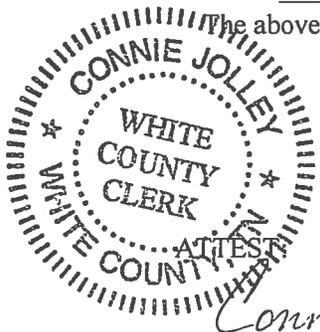
Before entering upon the discharge of the office, each member of the County Board of Equalization must take, subscribe and file with the County Clerk an oath.

Motion made by Cain Rogers and seconded by Stephen Lunca that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 14
NAYS 0

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

Motion was made by Commissioner Bruce Null and seconded by Commissioner Karen LaFever to approve resolution 28-04-2017, Re-Appoint Brandon Hillis to Planning Commission. Upon the roll being called the following voted.

YES	NO	ABSENT
STANLEY NEAL		
BRUCE NULL		
MATT MCBRIDE		
KAREN LAFEVER		
STEPHEN LUNA		
BRUCE FRASIER		
DIANA HASTON		
MACK JOHNSON		
RUSSELL GOOCH		
HAROLD ENGLAND		
DALE BENNETT		
AL KLEE		
TERRY ALLEY		
CAIN ROGERS		

Motion was made by Commissioner Matt McBride and seconded by Commissioner Diana Haston to approve resolution 29-04-2017, Re-Appoint Vanessa O'Neal to Planning Commission. Upon the roll being called the following voted.

YES	NO	ABSENT
MACK JOHNSON		
RUSSELL GOOCH		
DALE BENNETT		
AL KLEE		
HAROLD ENGLAND		
TERRY ALLEY		
CAIN ROGERS		
STANLEY NEAL		
BRUCE NULL		
STEPHEN LUNA		
MATT MCBRIDE		
KAREN LAFEVEER		
BRUCE FRASIER		
DIANA HASTON		

UCDD Presentation to the County by Mark Farley

Report of Steering Committee A given by Commissioner Dale Bennett



WHITE COUNTY, TENNESSEE

RESOLUTION 28-04-2017
APPOINTING MEMBER TO THE
WHITE COUNTY PLANNING COMMISSION

WHEREAS, the White County Planning Commission has one member that needs to be reappointed to the White County Planning Commission;

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regular session on this 17th day of April, 2017 at Sparta, Tennessee;

That Brandon Hillis be reappointed to the White County Planning Commission until April, 2021.

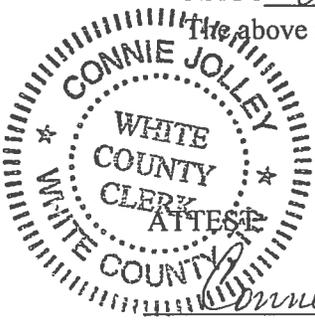
Motion made by Bruce Null and seconded by Karen LaFever that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 14

NAYS 0

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman, County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION 29-04-2017
APPOINTING MEMBER TO THE
WHITE COUNTY PLANNING COMMISSION

WHEREAS, the White County Planning Commission has one member that needs to be reappointed to the White County Planning Commission;

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regular session on this 17th day of April, 2017 at Sparta, Tennessee;

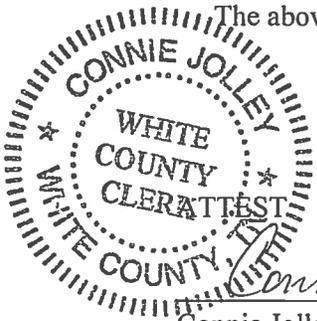
That Vanessa O'Neal be reappointed to the White County Planning Commission until April, 2021.

Motion made by Matt McBride and seconded by Diana Haston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 14
NAYS 0

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman, County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

White County, Tennessee

Steering A Committee Meeting

Date: 4/10/2017

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, April 10, 2017, at the White County Courthouse. Members present were Dale Bennett, Mack Johnson, Diana Haston, Al Klee, Harold England, and Bruce Frasier. Also present were _Chad Marcum, Bobby McCulley, Marc Bilbrey, and Mike Brandenburg. Absent was Bruce Null.

There being a quorum present, the meeting was called to order by Chairman Dale Bennett and prayer was led by Al Klee.

Mr. Bennett asked for approval of the minutes from the previous meeting. Al Klee made a motion and Diana Haston seconded the motion to approve the minutes as presented. The motion was approved.

Discussion on Roberts Matthews Bridge over Falling River:

Chad Marcum showed an inspection report from the state advising the Roberts Matthews Bridge over Falling Water River is poor and structurally deficient. Mr. Marcum further showed members pictures of the damage and deterioration of the bridge. Mr. Marcum advised the new bridge would be 5 feet wider and construction would take approximately 3 years to complete. Mr. Marcum stated they would be asking TDOT for a grant in which the federal government would pay 80% of the cost and the other 20% would be split between White County and the City of Cookeville since the property lies in both. Mr. Marcum discussed the use of state aid bridge money, approximately \$200,000 which is already in place, to fund White County's 10% of the cost of construction. Harold England made a motion to approve sending 2 contracts to proceed with the project to full court and Al Klee seconded the motion. The motion was approved.

Old Business:

Marc Bilbrey informed members that the concession stand addition at the Doyle Softball Field was complete, and they are working to get the new lights fixed.

New Business:

Dale Bennett advised that Mark Mitchell contacted the county about installing seating at the high school tennis courts. Mr. Bennett stated he will call about getting seats/bleachers that would possibly be available to the county to purchase.

White County, Tennessee

Al Klee stated he attended the opening of Window Cliffs last weekend where he talked to Commissioner Brock Hill about the deterioration of a gravel road around the Virgin Falls area due to high traffic. Mr. Klee stated they discussed the options for repair.

Mike Brandenburg asked about available funds for striping roads in the county where faded and deteriorated. Committee members stated there were not enough funds available at this time.

There being no further business, Al Klee made a motion and Bruce Frasier seconded the motion to adjourn. The motion was approved.

The next meeting will be May 8, 2017, at 5:30 pm.

Chairman, Steering Committee A

Secretary, Steering Committee A

Motion was made by Commissioner Al Klee and seconded by Commissioner Matt McBride to approve resolution 30-04-2017 , authorizing agreements for replacement of Roberts-Matthew Hwy. Bridge over Falling Water River. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		
BRUCE FRASIER		
STEPHEN LUNA		
KAREN LAFEVER		
MATT MCBRIDE		
BRUCE NULL		
STANLEY NEAL		
CAIN ROGERS		
TERRY ALLEY		
HAROLD ENGLAND		
AL KLEE		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		

Report of Steering Committee B given by Commissioner Matt McBride

Report of Solid Waste Committee given by Commissioner Karen LaFever

Report of Purchasing Committee given by Commissioner Dale Bennett

Report of Budget Committee given by Commissioner Stanley Neal

Motion was made by Commissioner Karen LaFever and seconded by Commissioner Al Klee to approve resolution 31-04-2017, Doyle HVAC Upgrades. Upon the roll being called the following voted.

YES	NO	ABSENT
STANLEY NEAL	STEPHEN LUNA	
BRUCE NULL		
MATT MCBRIDE		
KAREN LAFEVER		
BRUCE FRASIER		
DIANA HASTON		
MACK JOHNSON		
RUSSELL GOOCH		
HAROLD ENGLAND		
DALE BENNETT		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 30-04-2017 AUTHORIZING AGREEMENTS FOR REPLACEMENT OF ROBERTS-MATTHEWS HIGHWAY BRIDGE OVER FALLING WATER RIVER

WHEREAS, White County owns and maintains the Roberts-Matthews Highway Bridge over Falling Water River (“the Bridge”), which is further identified as bridge number 93SR0420003, AND

WHEREAS, a routine bridge inspection of the Bridge was conducted by the Tennessee Department of Transportation (TDOT) on April 18, 2016 which found the Bridge to be in poor condition and structurally deficient, AND

WHEREAS, the Bridge, which has been operational since 1936, serves an expanding population base in the northern most portion of White County with an annual average daily traffic (AADT) count of 2,750, AND

WHEREAS, the Bridge spans the White and Putnam County line, to which the City of Cookeville has annexed and therefore assumed responsibility for the Putnam County side, AND

WHEREAS, current estimates show the replacement cost of the Bridge to be \$2,691,000.00 with an expected completion date in the year 2020, AND

WHEREAS, funds have been made available for the complete replacement of the Bridge through the Federal-Aid Off-System Bridge Replacement Program (BRZ) which will provide 80% of the funding needed for the Bridge’s replacement, AND

WHEREAS, the remaining 20% will be provided through a combination of funding by TDOT, the City of Cookeville, and White County, AND

WHEREAS, White County will utilize State-Aid Bridge Program funds for the project which is expected to cause the county’s out of pocket costs to be zero dollars (\$0.00), AND

WHEREAS, the county must enter into an agreement with TDOT and the City of Cookeville to secure the funding sources for this project.

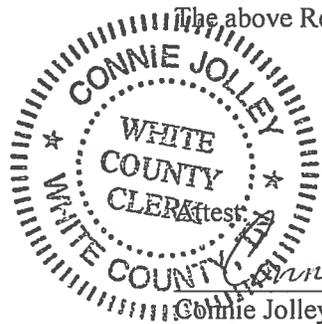
NOW, THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regularly scheduled session, that the appropriate White County official(s) be authorized to execute contractual documents with the Tennessee Department of Transportation and the City of Cookeville, Tennessee for replacement of the Roberts-Matthews Highway Bridge over Falling Water River.

Motion made by Al Klee and seconded by Matt McBride that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 14
NAYES: 0

The above Resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Ailey
TERRY AILEY, Chairman of the
White County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive

Agreement Number: 170035

Project Identification Number: 123309.00

Federal Project Number: BRZ-9204(13)

State Project Number: 93LPLM-F3-020

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and White County (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Replacement of Roberts-Matthews Highway, Bridge over Falling Water River, LM 6.34

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Project
Utility Coordination by:	Agency	Project
Construction by:	Agency	Project

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **March 31, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

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

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	=	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

WHITE COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Clay Parker **John C. Schroer**
Highway Superintendent **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
John Meadows **John Reinbold**
County Attorney **General Counsel**

EXHIBIT "A"

AGREEMENT NUMBER: 170035
PROJECT IDENTIFICATION NUMBER: 123309.00
Federal Identification Number: BRZ-9204(13)

PROJECT DESCRIPTION: ROBERTS-MATTHEWS HIGHWAY BRIDGE OVER FALLING WATER RIVER AT LM 6.34

Change in Cost: Cost hereunder is controlled by the availability of funding thru the Bridge Replacement and Rehab Program.

TYPE OF WORK: BRIDGE REPLACEMENT

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-N	BRR-L	80%	10%	10%	\$94,000.00
PE-D	BRR-L	80%	10%	10%	\$94,000.00
RIGHT-OF-WAY	BRR-L	80%	10%	10%	\$177,000.00
CONSTRUCTION	BRR-L	80%	10%	10%	\$2,070,140.00
CONSTRUCTION – CEI	BRR-L	80%	10%	10%	\$232,600.00
CONSTRUCTION – TDOTS	BRR-L	80%	10%	10%	\$23,260.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 144, Highway Bridge Replacement and Rehabilitation Program Funds (BRZ).

Note: The Agency further understands that funding for all phases for the herein-described project is subject to the 80% Federal and 20% local funding split. The Agency agrees to provide matching funds of 20% made up of State Aid bridge grant funds and local funds. The Agency also agrees to provide funds that are not eligible for federal funding.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

INTERLOCAL AGREEMENT BETWEEN WHITE COUNTY, TENNESSEE AND THE CITY
OF COOKEVILLE, TENNESSEE FOR FINANCING AND REPAIRS TO ROBERTS-
MATTHEWS HIGHWAY BRIDGE OVER FALLING WATER RIVER

This Interlocal Agreement (the "Agreement"), is entered into this _____ day of _____ 2017, between White County, Tennessee, a political subdivision of the State of Tennessee ("White County"), and the City of Cookeville, Tennessee ("Cookeville"), a duly incorporated municipality existing under the laws of the State of Tennessee.

WHEREAS, the Roberts-Matthews Highway Bridge over the Falling Water River spans the county line between White and Putnam County and the City of Cookeville has annexed to the county line; and

WHEREAS on January 11, 2016, White County and the City of Cookeville jointly requested the State of Tennessee Department of Transportation (TDOT) to conduct a Transportation Investment Report (TIR) for this bridge to determine if it would be a candidate for Federal Off-System Bridge (BRZE) replacement funding; and

WHEREAS on December 1, 2016, TDOT returned results of the TIR and granted the use of BRZE funds to complete the project. The Federal Off-System Bridge (BRZE) program is an 80% federally funded program. The local government where the bridge is located is responsible for 20% of the funding; and

WHEREAS on January 18, 2017, White County and the City of Cookeville requested to manage the bridge replacement locally and on February 13, 2017, TDOT granted verbal approval for White county and the City of Cookeville to manage the project locally; and

WHEREAS the contract between State of Tennessee and White County for said project was approved by TDOT on March 23, 2017 (Agreement Number 170035) Copy attached hereto as Exhibit A.

WHEREAS, the governing bodies of White County and Cookeville have granted authorization for each to enter into a contractual agreement in order to facilitate the federally funded repairs to the Roberts- Matthews Highway Bridge over Falling Water River.

NOW THEREFORE, pursuant to the authority granted pursuant to Tennessee Code Annotated 12-9-101, et seq. and the authority of the governing bodies of White County, Tennessee and the City of Cookeville, Tennessee, and in consideration of the mutual covenants and undertakings contained herein, it is agreed between the parties as follows:

1. Current estimated costs for completion of this project is \$2,691,000.00. Federal funding through the Federal Off-System Bridge (BRZE) funds will cover Eighty Percent (80%) or \$2,152,800. Twenty Percent (20%) of the project costs (the local share) would be \$538,200.
2. White County and Cookeville agree to share the costs of the Twenty Percent (20%) local share as set forth herein. The City of Cookeville agrees to pay Ten Percent (10%) of the local share up to the total sum of \$269,100.00. It is the express intent of both parties that the City of Cookeville's portion of the local share shall be capped at \$269,100.00 even though this project will be a locally managed project and has the possibility of exceeding the estimates. White County shall be responsible for payment of the the other Ten Percent (10%) of costs of the local share up to the project estimate AND shall be responsible for Twenty Percent (20%) of the local share above the total project estimate.

3. White County will be completely responsible for managing and monitoring the project, and paying the engineers and contractors until completion. White County will seek reimbursement of Federal funds through TDOT and will invoice the City of Cookeville for Cookeville's portion of the project.

IN WITNESS WHEREOF, White County, and Cookeville have caused this Agreement to be executed on the date and year first above written.

WHITE COUNTY

APPROVED AS TO FORM AND
CORRECTNESS

(County Attorney)

Name:
Title:

CITY OF COOKEVILLE, TENNESSEE

APPROVED AS TO FORM AND
CORRECTNESS

(City Attorney)

Name:
Title:

White County, Tennessee

Steering B Committee Meeting

Date: 4/10/17

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, April 10th, 2017, at the White County Courthouse. Members present were Matt McBride, Cain Rogers, Terry Alley, Russell Gooch, Stanley Neal and Karen LaFever. Also present was Gary McBride and Denny Robinson. Absent was Stephen Luna.

There being a quorum present, the meeting was called to order by Chairman McBride and prayer was led by Russell Gooch.

Mr. McBride asked for approval of the minutes from the previous meeting. Karen Lafever made a motion and Cain Rogers seconded the motion to approve the minutes as presented. The motion was approved.

Discussion on the enforcement of building codes:

After a brief discussion on available options, the steering committee ask the County Executive to present them with a complete package next month for their review.

Mr. McBride asked the committee for any old business:

Denny Robinson, County Executive, updated the committee on the following:

- Tourism Grant, Kayak Access @ Big Bottom – The County Executive will be meeting with Stuart Carroll and the Engineer April 19th to start the design phase.
- EMS Building Expansion – The County Executive will be meeting with Engineer & EMS Director Mike Kerr on April 11th to finalize construction plans to be sent to the state for final approval.
- Highway Improvements on Ray Broyles Rd. will begin April 12th. TDOT will be resurfacing the road with antiskid pavement.
- THP is in the process of moving their operations from the North Spring St. facility to the old 911 building on Crossville Hwy.
- Storage @ the Justice Center remains to be an issue. We are still exploring options for a solution.
- Sign Theft continues to be an issue. Different options were discussed. No action taken at this time.

White County, Tennessee

Mr. McBride asked the committee for any new business: There was none.

There being no further business, Stanley Neal made a motion and Cain Rogers seconded the motion to adjourn. The motion was approved.

Chairman, Steering Committee B

Secretary, Steering Committee B

White County, Tennessee

Solid Waste Committee Meeting

Date: 4/10/2017

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, April 10th, 2017 immediately following Steering Committee B at the White County Courthouse. Members present were Karen LaFever, Matt McBride, Terry Alley, Stanley Neal, Harold England, and Diana Haston. Also present were Russell Gooch, Chad Marcum, Denny Robinson, Gary McBride and Bobby McCulley. Absent was Bruce Null.

There being a quorum present, the meeting was called to order by Karen LaFever. Ms. LaFever asked for approval of the minutes from the previous meeting. Matt McBride made a motion and Diana Haston seconded the motion to approve the minutes as presented. The motion was approved.

Directors Report:

County Executive, Denny Robinson updated the committee on equipment issues. The new leachate pump has been repaired. The pump was initially installed wrong and has not been working properly. Our new compactor is working well and we can already see a difference in our compaction rate. The state requires us to have a “back-up” compactor and that compactor has been purchased and delivered. We found a replacement truck for the Landfill Director that is “road worthy” however we are still in search for a Track hoe.

Engineer’s Report:

Pre – Bids for the Slope Modification were held on April 3rd and the bid opening will be conducted on April 17th.

Currently TriAD is in discussion with TDEC regarding a modification to our permit. We are requesting a small vertical expansion over the lined area of our current cell. This would give us at least two additional years above the current life, of the cell, to evaluate long-term options moving forward in our solid waste management efforts.

White County, Tennessee

Chairman asked the committee for any old business: Commissioner Alley asked about the agreement with Van Buren County. Discussion was had on the pros and cons of the proposal. Commissioner England stated that he was concerned with the \$38.00 per ton price. Mr. Robinson gave him the prices being paid by surrounding counties, for reference, and also advised the committee that Van Buren had agreed to \$40.00 per ton. Commissioner Alley also asked for clarification on resending the resolution stating no out of town trash. Resending this resolution would not allow anyone or any county to bring trash into our landfill; without an agreement being in place that has been approved by the County Commission. Commissioner Haston suggested that we have a joint meeting of all commissioners to discuss the issue. All members were in favor. Mr. Robinson said he would contact Mayor Greg Wilson from Van Buren County and see if they were still interested and advise back. Discussion was then had on the viability of White County transferring trash out instead of burying it. Chairman LaFever advised the committee that this option had been brought up before but was rejected. Several commissioners stated the need for a plan. Mr. Robinson told the committee that he had advised the engineers to proceed with the planning and permitting a new cell. White County wants a new cell ready to use when and if it is needed. Also, we want to evaluate the cost and benefits of opening a transfer station; along with any other options that are available. Short term we are looking at a vertical expansion to extend the life of the current cell. Mr. Robinson wanted to make clear that we are not considering closing the landfill.

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

There being no further business, Stanley Neal made a motion and Matt McBride seconded the motion to adjourn. The motion was approved.

Chairman, Solid Waste Committee

Secretary, Solid Waste Committee

White County, Tennessee

Purchasing Committee Meeting

Date: 03/29/2017

Time: 1:30pm

Location: White County Courthouse

The White County Purchasing Committee met on Wednesday, March 29, 2017 at 1:30pm at the White County Courthouse. Members present were Mr. Dale Bennett, Ms. Karen LaFever, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum. Absent was Mr. Terry Alley.

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

Mr. Bennett asked for approval of the minutes from the February 27, 2017 meeting. Ms. LaFever made a motion and Mr. Robinson seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered a recommendation to accept a bid from Kevin Clark in the amount of \$39,789.00 for the rehabilitation of a White County home as part of the THDA – HOME grant. Mr. Robinson made a motion and Ms. LaFever seconded the motion to accept the recommendation, noting that all appropriate purchasing practices were followed. The motion was approved.

The committee considered a recommendation to accept a bid from Carwile Mechanical Contractors in the amount of \$411,300.00 for HVAC improvements at Doyle Elementary School. Ms. LaFever made a motion and Mr. Robinson seconded the motion to accept the recommendation, noting that all appropriate purchasing practices were followed. The motion was approved.

There being no further business, Mr. Robinson made a motion and Ms. LaFever seconded the motion to adjourn. The motion was approved.

Chairman, Purchasing Committee

Secretary, Purchasing Committee

White County, Tennessee

Budget Committee Meeting

Date: 03/23/2017

Time: 5:30pm

Location: White County Courthouse

The White County Budget Committee met on Thursday, March 23, 2017 at 5:30pm at the White County Courthouse. Members present were Mr. Al Klee, Mr. Russell Gooch, and Mr. Denny Wayne Robinson. Absent were Mr. Stanley Neal and Mr. Terry Alley. Also present were Mr. Chad Marcum and Mr. Mike Kerr.

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

Mr. Klee asked for approval of the minutes from the March 13, 2017 meeting. Mr. Gooch made a motion and Mr. Robinson seconded the motion to approve the minutes as presented. The motion was approved.

The committee discussed the Fiscal Year 2018 County General Fund budget and was presented a listing of departmental requested increases. Mr. Mike Kerr, White County EMS Director, was on hand to discuss with committee members his department's requested increases. Mr. Kerr is proposing the implementation of a pay scale for EMS employees, which rewards employees for years of service to the department. According to Mr. Kerr, it is becoming increasingly difficult to find and retain qualified applicants for positions. This is due in part to the training and education levels now required by the state for paramedics as well as the increased costs to attain this education. Mr. Robinson echoed Mr. Kerr's statements and indicated that he was hearing this same issue from all of the other County Executives in the Upper Cumberland region. After a lengthy discussion, the committee took the budget request under advisement.

The committee also reviewed budget increase requests from the following major categories in the County General Fund: County Buildings, Property Assessor's Office, Circuit Court Clerk, Chancery Court, Judicial Commissioners, Sheriff's Department, Jail, Fire and Rescue, Health Department, Animal Control, Library, Veteran's Service, and Central Maintenance. Mr. Marcum advised the committee that some of the departments making requests would be present at the next meeting to discuss their needs.

The committee also reviewed data detailing the expense of a cost of living adjustment for all employees. Several scenarios were presented to the committee, including a 3% increase, a non-recurring bonus, and a combination of both. The committee expressed their willingness to attempt to provide some form of cost of living adjustment if funding permitted.

Mr. Robinson addressed the committee with a request from the Upper Cumberland Tennessee Reconnect Community (UCTRC) requesting \$1,300 in monetary support from the county. This funding would be matched at a 4:1 ratio by the state, meaning the state would provide \$4 for every \$1 provided by the county. The committee discussed the request but took no formal action. Mr. Marcum stated that this request would be included with the other normal contribution requests and presented at a later date.

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

White County, Tennessee

Mr. Klee asked the committee for any new business: There was none.

After discussion, the next meeting was set for Thursday, April 6, 2017 at 5:30pm.

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

Chairman, Budget Committee

Secretary, Budget Committee

White County, Tennessee

Budget Committee Meeting

Date: 04/06/2017

Time: 5:30pm

Location: White County Courthouse

The White County Budget Committee met on Thursday, April 6, 2017 at 5:30pm at the White County Courthouse. Members present were Mr. Stanley Neal, Mr. Al Klee, Mr. Russell Gooch, Mr. Denny Wayne Robinson, and Mr. Terry Alley. Also present were Mr. Chad Marcum, Ms. Gena Brock, Mr. Matt Elmore, and Mr. Matt McBride.

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

Mr. Neal asked for approval of the minutes from the March 23, 2017 meeting. Mr. Gooch made a motion and Mr. Alley seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Neal recognized Ms. Gena Brock, Clerk and Master, to discuss the Chancery Court's funding request for the 2018 fiscal year. Ms. Brock is requesting \$5,974 in additional funding to change a position from part-time to full-time. Ms. Brock explained the functions of her office and gave comparisons of the staffing and work levels of surrounding counties' clerk and master offices. After discussion, the committee took the budget request under advisement.

Mr. Neal recognized Mr. Matt Elmore, Veterans' Service Officer, to discuss the Veterans' Office funding request for the 2018 fiscal year. Mr. Elmore is requesting \$3,655 in additional funding to increase part-time staffing hours from 12 to 18 hours per week. Mr. Elmore provided the committee with the amount of veterans' benefits received in White County during previous years and also gave information on services provided by his office. After discussion, the committee took the budget request under advisement.

Mr. Neal recognized Mr. Matt McBride, representing the volunteer fire departments and rescue squad. Mr. McBride presented the committee with a request of the county to provide routine vehicle maintenance service through the Central Services department as well as providing funding for annual pump tests. Mr. McBride indicated no specialized maintenance, such as pump maintenance, would be performed by the county staff at Central Services. The committee discussed the need for a scheduling process with the Central Services department if this were to be funded. After discussion, the committee took the budget request under advisement.

Mr. Marcum addressed the committee regarding current revenue and expenditure projections for the 2018 fiscal year. The committee was also informed of the status of other budgeted funds for the 2018 fiscal year, including school funds, highway fund, and debt services fund. Mr. Marcum made the committee aware of a bridge replacement project which will be presented to Steering Committee A for approval at their next meeting. The project involves Federal, State, and local funding and will require the Budget Committee's action at a later date.

White County, Tennessee

The committee considered a General Fund budget amendment in the amount of \$10,000 for a TN Department of Health grant for playground equipment. Mr. Alley made a motion and Mr. Klee seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a General Fund budget amendment in the amount of \$10,000 for an anonymous donation made to the White County Public Library. Mr. Klee made a motion and Mr. Gooch seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a General Purpose School Fund budget amendment in the amount of \$411,300 for HVAC improvements at Doyle Elementary School. Mr. Alley made a motion and Mr. Gooch seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered School Federal Projects Fund budget amendments totaling \$11,022.50 for various programs. Mr. Klee made a motion and Mr. Gooch seconded the motion to approve the amendments as presented. The motion was approved.

The committee considered a Solid Waste Disposal Fund budget amendment in the amount of \$161,700 for a TDEC Used Oil Grant. Mr. Klee made a motion and Mr. Gooch seconded the motion to approve the amendment as presented. The motion was approved.

Mr. Neal asked the committee for any old business:

Mr. Alley inquired as to the Van Buren County solid waste resolution which failed in the March commission meeting. It was indicated that this would be discussed in the next Solid Waste Committee meeting.

Mr. Robinson informed the committee that he had been approached again by the Air-Med Care sales representatives. The committee discussed the pros and cons of offering the benefit to citizens. The committee again decided to take no action on the proposal.

Mr. Neal asked the committee for any new business:

Mr. Robinson addressed the committee regarding the county's lack of industrial land to offer to prospective businesses. The County Executive's office has received several requests for information that they have been unable to fulfill due to the lack of available land. The committee was asked to keep this in mind as the budget progressed.

After discussion, the next meeting was set for Tuesday, April 18, 2017 at 5:30pm.

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

Chairman, Budget Committee

Secretary, Budget Committee



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 31-04-2017

RESOLUTION TO AMEND FISCAL YEAR 2017 GENERAL PURPOSE SCHOOL 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 for HVAC improvements necessary at Doyle Elementary School:

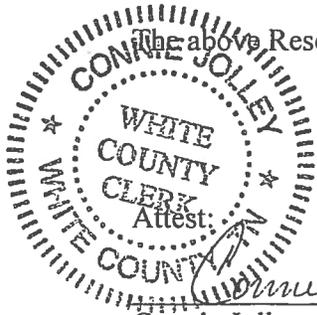
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	39000	Unassigned Fund Balance		411,300	
Increase	76100-707	Regular Capital Outlay	Building Improvements		411,300
				<u>411,300</u>	<u>411,300</u>

Motion made by Karen LaFever and seconded by Al Klee that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 13
NAYES: 1

The above Resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
TERRY ALLEY, Chairman of the
White County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive

YES	NO	ABSENT
TERRY ALLEY CAIN ROGERS AL KLEE		

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Matt McBride to approve resolution 32-04-2017, Health Department Playground. Upon the roll being called the following voted.

YES	NO	ABSENT
MACK JOHNSON RUSSELL GOOCH DALE BENNETT AL KLEE HAROLD ENGLAND TERRY ALLEY CAIN ROGERS STANLEY NEAL BRUCE NULL STEPHEN LUNA MATT MCBRIDE KAREN LAFEVER BRUCE FRASIER DIANA HASTON		

Motion was made by Commissioner Bruce Frasier and seconded by Commissioner Cain Rogers to approve resolution 33-04-2017, Library Donation. Upon the roll being called the following voted.

YES	NO	ABSENT
CAIN ROGERS TERRY ALLEY HAROLD ENGLAND AL KLEE DALE BENNETT RUSSELL GOOCH MACK JOHNSON DIANA HASTON BRUCE FRASIER STEPHEN LUNA KAREN LAFEVER MATT MCBRIDE BRUCE NULL		



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 32-04-2017
RESOLUTION TO AMEND FISCAL YEAR 2017 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 for state grant funds received for playground equipment at Highway 70 Recreation Park:

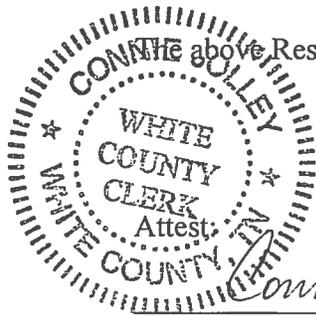
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	46310	Health Department Programs		10,000	
Increase	56700-499	Parks & Recreation	Other Supplies and Materials		10,000
				<u>10,000</u>	<u>10,000</u>

Motion made by Russell Gooch and seconded by Matt McBride that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 14
NAYES: 0

The above Resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
TERRY ALLEY, Chairman of the
White County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 33-04-2017
RESOLUTION TO AMEND FISCAL YEAR 2017 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 for funds received from an anonymous donor to the White County Public Library:

Table with 6 columns: Description, Account, Major Category, Line Item, Debit, Credit. It details budget adjustments for Citizens Groups - Donations and Library Books/Media.

Motion made by Bruce Frasier and seconded by Cain Rogers that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 14
NAYES: 0

The above Resolution was passed on the 17th day of April, 2017.



Connie Jolley, County Clerk

TERRY ALLEY, Chairman of the White County Legislative Body

Approved the 17th day of April, 2017.

DENNY WAYNE ROBINSON, County Executive

YES
STANLEY NEAL

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Matt McBride to approve resolution 34-04-2017, Used Oil Grant. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		
BRUCE FRASIER		
STEPHEN LUNA		
KAREN LAFEVER		
MATT MCBRIDE		
BRUCE NULL		
STANLEY NEAL		
CAIN ROGERS		
TERRY ALLEY		
HAROLD ENGLAND		
AL KLEE		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		

Report of Beer Board given by Commissioner Bruce Frasier

Motion was made by Commissioner Al Klee and seconded by Commissioner Bruce Frasier to approve resolution 35-04-217, to adopt the Tennessee ABC Distance Requirement Laws for Local Beer Sales. Upon the roll being called the following voted.

YES	NO	ABSTAIN	ABSENT
MACK JOHNSON	RUSSELL GOOCH	BRUCE NULL	
DALE BENNETT	TERRY ALLEY		
AL KLEE	CAIN ROGERS		
HAROLD ENGLAND	STANLEY NEAL		
MATT MCBRIDE	STEPHEN LUNA		
BRUCE FRASIER	KAREN LAFEVER		
DIANA HASTON			

RESOLUTION PASSED

Motion was made by Commissioner Al Klee and seconded by Commissioner Matt McBride to spread on minutes; all committee reports. Chairman Alley called for a voice vote, all members in favor of said motion.



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 34-04-2017

RESOLUTION TO AMEND FISCAL YEAR 2017 SOLID WASTE DISPOSAL 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 for a Used Oil Grant received from the Tennessee Department of Environment and Conservation (TDEC):

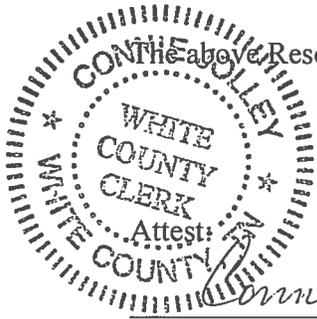
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	46170	State of TN - Solid Waste Grants		161,700	
Increase	55754-733	Landfill Operation and Maintenance Solid Waste Equipment			161,700
				<u>161,700</u>	<u>161,700</u>

Motion made by Russell Gooch and seconded by Matt McBride that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 14
NAYES: 0

The above Resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
TERRY ALLEY, Chairman of the
White County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive

White County, Tennessee

Beer Board Meeting

Date: 4/10/2017

Time: 5:15pm

Location: White County Courthouse

The White County Beer Board reconvened on Monday, April 10th, 2017 at 5:15pm at the White County Courthouse. Members present were Raymond England, Dale Bennett and Bruce Frasier. Also present was Gary McBride

There being a quorum present, the meeting was called back to order by Chairman Frasier.

Mr. Frasier asked the committee for any old business.

There was a continued discussion regarding our current beer ordinances and the difference in rules for sale of liquor compared to selling of beer. The committee thought the rules were confusing and needed to be the same across the county.

Mr. England made a motion and Dale Bennett seconded the motion to send to full court a resolution to update White County Distance Laws to match the TN ABC Distance Laws. All members voted in favor. Motion passed.

Mr. Frasier asked the committee for any new business.

There was none.

There being no further business, Harold England made a motion and Dale Bennett seconded the motion to adjourn. The motion was approved.

Chairman, Beer Board

Secretary, Beer Board



WHITE COUNTY, TENNESSEE

RESOLUTION 35-04-2017

RESOLUTION TO ADOPT THE TENNESSEE ALCOHOL DISTANCE REQUIREMENT LAWS FOR LOCAL BEER SALES

WHEREAS, the White County Commission previously passed Resolutions 37-09-03 and 29-09-94 concerning distance requirements for beer sales; AND

WHEREAS, White County has since approved by referendum, liquor by the drink and package store sales which are governed and controlled by the state and prohibit any distance requirements; AND

WHEREAS, the County Legislative Body deems it in the best interest of White County to standardize the requirements of all alcohol sales; thus creating fair and uniform rules for all businesses, AND

WHEREAS, it is in the best interest of White County to repeal Resolutions # 37-09-03 and 29-09-94 thereby eliminating local distance requirements.

THEREFOR BE IT RESOLVED, by the White County Legislative body, meeting in a regular scheduled meeting, that Resolutions # 37-09-03 and 29-09-94 establishing distance requirements for beer sales are hereby repealed.

BE IT FUTHER RESOLVED, that distance prohibitions for the sale of beer within White County will mirror the State Of Tennessee distance laws enforced by theTennessee Alcoholic Beverage Commission

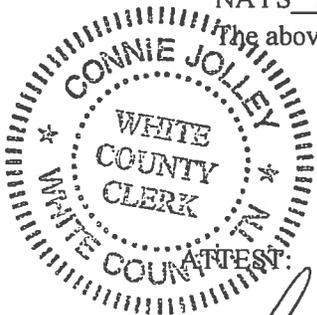
Motion made by Al Klee and seconded by Bruce Frasier that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 7 1 ABSTAIN

NAYS 6

The above resolution was passed on the 17th day of April, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Alley
Terry Alley, Chairman,
County Legislative Body

Approved the 17th day of April, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Stephen Luna to approve the following notary, Vanessa K O'Neal. Chairman Alley called for a voice vote, all members in favor of said motion.

Discussion on May Court Meeting/Graduation, the Commission decided to have as many Commissioner come to May meeting and they would recess the meeting until another day and would decide to change the meeting next year to the 4th Monday.

Recognition of Members from Audience: None

Old Business: None

New Business:

Would have an Attorney Client meeting update after the adjournment.

Motion was made by Commissioner Bruce Null and seconded by Commissioner Diana Haston to adjourn. Chairman Alley called for a voice vote, all members in favor of said motion.