

Denny Wayne Robinson
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, December 18th, 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 Vice-Chairman Al Klee
2. Prayer
3. Pledge
4. Roll Call
5. Approve minutes from the November 20th, 2017 Meeting
6. Charles Curtiss, Executive Director TCCA
7. Res 93-12-2017 Reappointment of 911 Board Member
8. Report of Steering Committee A
9. Report of Steering Committee B
10. Report of Solid Waste Committee
11. Report of Budget Committee
12. Report of Industrial Development Board

A. Res. 94-12-2017 PILOT for Endura Products

13. Spread on minutes; all committee reports

14. Notaries

15. Recognition of Members from Audience

16. Old Business

A. Res 85-11-2017 To Approve Quebec Baptist Church Lease

17. New Business

18. Adjournment

December 18, 2017

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on December 18, 2017 at 6:00p.m.

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

A quorum being present the following proceedings were held.

Motion was made by Commissioner Harold England and seconded by Commissioner Matt McBride to approve minutes from the Nov. 20, 2017 meeting as presented. Vice-Chairman called for a voice vote, all members in favor of said motion.

Charles Curtiss, Executive Director TCCA spoke to the Commission.

Motion was made by Commissioner Karen LaFever and seconded by Commissioner Cain Rogers to approve resolution 93-12-2017, Reappointment of 911 Board Member. Upon the roll being called the following voted.

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

Report of Steering Committee A given by Commissioner Russell Gooch

Report of Steering Committee B given by Commissioner Matt McBride

Report of Solid Waste Committee given by Commissioner Bruce Frasier
Commissioner Matt McBride had to leave the meeting @ 6:25 p.m.



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 93-12-2017
APPOINTING OR REPLACING E-911 BOARD MEMBER

WHEREAS, one E-911 Board member needs to be appointed due to the expired term of a board member.

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

That Wayne Mullican be reappointed to the 911 Board for a term of four years, which will expire on December 31, 2021.

Motion made by Karen LaFever and seconded by Cain Rogers that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 12

NAYS 0

The above resolution was passed on the 18th day of December, 2017.



ATTEST

Connie Jolley
Connie Jolley, County Clerk

Al Klee
Al Klee, Vice-Chairman,
County Legislative Body

Approved the 18th day of December, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

White County, Tennessee

Steering A Committee Meeting

Date: 12/11/2017

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, December 11, 2017, at the White County Courthouse. Members present were Terry Alley, Russell Gooch, Al Klee, and Dale Bennett. Also present was Denny Wayne Robinson. Absent were Stanley Neal, Diana Haston, and Stephen Luna.

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

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

Discussion of Repair of Tennis Courts:

Al Klee and Denny Wayne Robinson advised that there is some repair that needs to be done to the tennis courts located at the high school and were informed that the county owns and is responsible for the courts. They told the committee that there are trees hanging over the courts and could be a liability to the county. The matter was discussed and Mr. Robinson stated he would ask if the city would trim the trees. No further action was taken.

Discussion of Repair of Roads Leading to Cemeteries:

Denny Wayne Robinson informed the committee that the Office of the Attorney General provided an Opinion that states the Highway Department cannot use their funds to put rock on public cemetery property. Mr. Robinson advised that the County Commission would have to approve and provide the funds to do so. The matter was discussed and Mr. Robinson said he would find out the cost to lay rock. No further action was taken.

Old Business:

Discussion on Sinkhole Repair on County Fields:

Denny Wayne Robinson informed the committee that there is still drainage problems at the ball fields. He further stated the engineer suggested running a camera underground to try to find the problem. The cost to do so would be approximately \$9500 and the county would be responsible for any damage that may occur to the camera and equipment. The matter was discussed and Mr. Robinson stated he would check into the matter further. No other action was taken.

White County, Tennessee

Discussion of Kayak Project:

Al Klee informed the committee that a contractor had been hired to build a parking lot at the site and should be completed very soon. Mr. Klee stated the project was moving forward and they may want to consider it under state parks in the future. No further action was taken.

New Business:

None

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

The next meeting will be January 8, 2018, at 5:30pm.

Chairman, Steering Committee A

Secretary, Steering Committee A

White County, Tennessee

Steering B Committee Meeting

Date: 12/08/2017

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, December 08, 2017, at the White County Courthouse. Members present were Matt McBride, Mack Johnson, Harold England and Bruce Frasier. Also present were Denny Robinson and Chad Marcum. Absent was Cain Rogers, Karen LaFever, Bruce Null.

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

Mr. McBride asked for approval of the minutes from the previous meeting. Mack Johnson made a motion and Harold England seconded the motion to approve the minutes as presented. The motion was approved with all members voting in favor.

Discussion on Transfer of Checking Account back to Mt. Gilead Membership.

Chairman McBride gave a update on Mt. Gilead Fire Department and how the county got control of the finances and checkbook. He also advised the committee that Chief Randolph has decided that Mt Gilead is not quite ready for control of finances. A meeting has been scheduled for January 3, 2018 at 5:00 pm with the department and the County Executive to discuss future plans. This item was then combined with the next item on the agenda.

Discussion on Building Repairs for Mt. Gilead VFD.

Chairman McBride advised the committee that on Mt Gilead's deed, White County is shown as the owner. The current issue is with a rollup door problem and leaking roof, among other problems due to neglect. Chairman McBride also advised the committee that with the new fire chief things were beginning to improve. The Chairman asked that this, and the previous item on the agenda be tabled until after the January 3rd meeting. Mack Johnson made a motion to table the two items (items 3 and 4) on the agenda and Bruce Frasier seconded the motion. All members voting in favor.

Mr. McBride asked the committee for any old business:

A. Discussion on Building Codes

Chairman McBride advised the committee of the decisions that had to be made before the county begins issuing building permits. Discussion led to abandoned, burnt, and dangerous houses.

1. Discussion on choosing an inspector. The consensus of the committee was to stay with Lynn McHenry, no vote was taken.
2. Discussion on hiring an inspector or contracting with one. The consensus of the committee was to contract. No vote was taken.
3. Discussion on what office will issue permits. It was agreed upon by the committee that that permits should be issued on the first floor of the courthouse. County Court Clerk's or Property Assessor's office. No vote was taken

White County, Tennessee

4. Discussion on what year of International Residential Code (IRC) and International Energy Code (IECC). It was consensus of the committee to stay with the same codes that are currently being enforced by the state. No vote was taken.

The committee asked that the County Executive contact other counties and report back with a suggested course of action.

Mr. McBride asked the committee for any new business:

There being no further business, Harold England made a motion and Bruce Fraiser 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: 12/08/2017

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, December 8th, 2017 immediately following Steering Committee B at the White County Courthouse. Members present were Matt McBride, Harold England, Bruce Frasier, Al Klee and Mack Johnson. Also present were Gaylen Barlow, Chad Marcum, and Denny Robinson. Absent was Cain Rogers and Bruce Null.

There being a quorum present, the meeting was called to order by Bruce Frasier. Mr. Frasier asked for approval of the minutes from the previous meeting. Matt McBride made a motion and Al Klee seconded the motion to approve the minutes as presented. The motion was approved.

Directors Report:

Gaylen reported that the new (used) track loader arrived last Friday, December 8, 2017. He also presented the committee with paper work and information regarding the piece of equipment. Mr. Barlow reported that the estimate to fix the old loader was \$25,500.00 and this one was purchased for \$26,000.00 and has a new under carriage and as well as a cab. The fee to transport the loader to the landfill was \$1,900.00. He also advised that the engineers are drawing up plans for a new leachate collection system. This system must be in place before the vertical expansion can be approved. County Executive Robinson gave the committee an update on the problems with the current leachate collection system and what has been done to try and resolve the issues. Mr. Robinson advised that due to the expense and liability involved it will be more cost effective to install a new leachate collection system.

There was a discussion on the side slope of the current cell and the issues with leachate break outs and how they are being corrected.

There was a discussion on how to get vegetation to grow on the slopes and different techniques that could be used.

Chairman Frasier discussed getting a quote on cutting the timber on landfill property. Al Klee made a motion and Mack Johnson seconded the motion, to get a survey completed on the part of the landfill with timber and making a fifty foot buffer of the property line and having that buffer line marked. Then get bids on the timber within the buffer line and see what we can get.

Chairman Frasier asked about getting rid of the old equipment located at the landfill. Mr. Barlow advised pictures have been made and we are in the process of getting it on govdeals.

Discussion was had on the need for constructing a transfer station and when does it need to be started. Commissioner Johnson asked if we need to have someone come and address the committee on transfer stations. Discussion was had on the timeline we have to work with, when will TDEC notify us on vertical expansion, and how long will it take to build a transfer station. Commissioner McBride advised the committee, the transfer station option had been given to the Solid Waste Committee two years ago and it

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was denied. Since then, investments have been made in the equipment, landfill and procedures in order to continue and optimize current operations. Executive Robinson stated that going to a transfer system at this time would not save the county any money since the money has already been spent to improve the landfill.

Executive Robinson advised the committee that his plan was to permit a new cell and have it ready when the current cell is full. Next, to have a design and plan for a transfer station in place; incase transferring trash is a better option at the end of the current cell's life. Plan B, if for some reason we have to stop taking solid waste at our landfill quicker than anticipated; DeKalb County will allow us to use their transfer station at the rate they are paying, which is currently \$50.00 a ton.

Chairman Frasier asked how much room we had total to work with at the landfill. Mr. Robinson advised we had enough room for nearly a hundred years of service. Chairman Frasier advised that Putnam and Cumberland County had ran out of room in their landfills and could not expand. Mr. Barlow explained that the amount of trash collected in White County is increasing.

The increase in tire collections was also discussed by the committee. Apparently White County is one of the only counties that does not charge for tires and it is suspected that tires are coming in from other areas.

Revenue issues were also discussed for future plans for solid waste.

Chairman Frasier asked that committee members discuss the future of solid waste with their constituents and get some idea of what they would like to see happen.

After a long discussion Chairman Frasier asked that we table the issues brought up and continue discussion at the next meeting. It was the consensus of the committee to agree with the chairman.

Engineer's Report:

Everything in the Engineer's report has already been discussed.

Chairman asked the committee for any old business:

The moving of the Doyle convenience center was revisited. The current location is dangerous to our employees, customers, and people at the rock quarry. It was agreed by the committee that the center be moved.

The location of where to move the center was debated. Several options were discussed. The debate dwindled down to moving the center across the street from current location, moving it north to Franks Ferry Rd. or moving it south. If moving it north, possibility combining Doyle with Red Kapp. If South possibility combining it with Quebeck. After much discussion on the pros and cons of moving and combining centers were debated, Al Klee made a motion and Harold England seconded a motion to move the Doyle Convenience Center across the road from its current location. Matt McBride, Harold England, Bruce Frasier, and Al Klee voted in favor. Mack Johnson abstained. Motion approved. Mr. Barlow told the committee that the design for the new center should be similar to Hwy. 84 design.

White County, Tennessee

Chairman asked the committee for any new business:

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

Chairman, Solid Waste Committee

Secretary, Solid Waste Committee

Report of Budget Committee given by Commissioner Cain Rogers

Report of Industrial Development Board given by County Executive Denny Wayne Robinson.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Diana Haston to approve resolution 94-12-2017, PILOT for Endura Products. Upon the roll being called the following voted.

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

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

Motion was made by Commissioner Diana Haston and seconded by Commissioner Cain Rogers to approve the following notaries: Cathy M. Farley, Linda F Alley, Leon Frasier, Meredith N. Jones, Michael C Hale, Wynette J Maynard, Cynthia A McClain, Kathy Flatt, Gwen J Austin. Vice-Chairman Al Klee called for a voice vote, all members in favor of said motion.

Recognition of Members from Audience: None

The Commission recessed for an Attorney Client Meeting.

The Commission was back in session.

OLD BUSINESS:

Motion was made by Commissioner Bruce Null and seconded by Commissioner Diana Haston to table resolution 85-11-2017, Quebec Baptist Church Lease. Upon the roll being called the following voted.

White County, Tennessee

Budget Committee Meeting

Date: 12/11/2017

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Budget Committee met on Monday, December 11, 2017 following Solid Waste Committee at the White County Courthouse. Members present were Mr. Russell Gooch, Mr. Dale Bennett, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum. Absent were Mr. Cain Rogers and Mr. Stanley Neal.

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

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

The committee considered a School Federal Projects Fund budget for a Carl Perkins Capstone Industry Certification grant in the amount of \$6,055. Mr. Bennett made a motion and Mr. Gooch seconded the motion to approve the budget as presented. The motion was approved.

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

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

After discussion, the next meeting was set for Monday, January 8, 2018 following Solid Waste Committee.

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

Chairman, Budget Committee

Secretary, Budget Committee

Minutes for the White County Industrial Development Board

Monday, December 4th 2017

The meeting was called to order on Monday December 4th, 2017 at 5:00 pm. A quorum was present with six (6) of the ten (10) members present.

Members present were Sylvia Kennedy, Gary Peterson, Robert Verbal, Rodger McCann, Jim Clark, and Marvin Bullock. Absent was Hoyt Jones, Jason Cloyd, Mike Prater, and Ben Holland.

Also present was County Executive Denny Wayne Robinson and County Finance Director Chad Marcum.

Chairman McCann called the meeting to order. The first order of business was approval of minutes from September 28th 2017 meeting. Sylvia Kennedy made a motion to approve the minutes and it was seconded by Gary Peterson. The motion was approved with all members voting in favor.

The next order of business was a transfer of PILOT from Federal Mogul to Rebo Lighting and Electronics. County Executive Robinson advised the board that the Sparta location of Federal Mogul has been sold and bought by Rebo Lighting and Elections, LLC. Rebo Lighting has requested that Federal Mogul's PILOT be transferred to them.

The current PILOT contract being transferred expires December 31, 2018 and allows for a 5 year extension if there are 180 employees on December 31, 2018. County Executive Robinson advise the board that he did meet with the new owner of the company. They are a Chinese company and this is their first footprint in the United States and they are looking to significantly increase production at the Sparta site. The company also requested for an amendment to the PILOT allowing them to pay the lesser of the two amounts, PILOT payment or normal taxes. This PILOT program is for personal property only, does not include real property.

A motion was made by Sylvia Kennedy to constant and authorize Federal Mogul to fully and completely sign all of its rights, title and interest in the lease agreement by and between the Industrial Development Board of Sparta and White County Tennessee and Federal Mogul corporation effective date January 1, 2009 pursuant to section 8.2 of the Lease Agreement to Rebo Lighting and Electronics, LLC (including successors, assigns or sub-leases is set forth in the lease agreement), Rebo Lighting shall be considered to have the primary liability for any obligations under the Lease Agreement. Motion was seconded by Marvin Bullock. The motion was approved with all members voting in favor.

County Executive Robinson advised the board that Federal Mogul attorneys had requested a release of their liability be in the minutes. A motion was made by Robert Verbal that Federal Mogul shall, as of the date that the White County/Sparta Tennessee Industrial Development

Board, consented to and authorized the assignment, be released of any obligations accruing under the Lease Agreement after said date assignment. Motion was seconded by Jim Clark. The motion was approved with all members voting in favor.

Next on the agenda was discussion on extension on Endura Products PILOT. Financial director Chad Marcum advised the board that Endura's PILOT program ends December 31, 2017 and in the contract, was a clause for automatic extension if Endura had 120 employees. As of this time Endura only has 80 employees. Endura is currently paying \$7,500 payment in lieu of taxes per year which is approximately 25% of the total tax liability. It was recommended that the board pro-rate the PILOT to match the number of current number of employees versus the projected number of employees.

A motion was made by Sylvia Kennedy that Endura's real property be taken off the PILOT program and personal property will remain on POLIT at \$500.00 per year based on 80 employees. Motion was seconded by Gary Peterson. Motion was approved with all members voting in favor.

Executive Robinson address the board about the deed for HMMI's real property. In the last meeting HMMI real property was taken off the PILOT program just like what was done with Endura. Since these properties are no longer in the POLIT they need to be deeded back to the respective companies. A motion was made by Marvin Bullock that real property be deeded and transferred back to HMMI and Endura Products, since the PILOT has ended on the real property and the Chairman be authorized to execute deeds and any other paper work necessary to transfer ownership. Motion was seconded by Sylvia Kennedy. Motion was approved with all members voting in favor.

There being no more old business the Chairman ask for new businesses. Executive Robinson brought to the board information provided by Property Assessor's Office on the procedure used by that office on obtaining personal property information. The process was explained to the board. Also information was given to the board on the process and what happens if a company does not comply with personal property tax procedure.

A brief discussion was had about the latest business coming into the Fitzgerald Industrial Park and the 100 additional jobs coming to White County.

There being no further business a motion to adjourn was made by Sylvia Kennedy and was seconded by Jim Clark. The motion was approved unanimously.



Resolution 94-12-2017

To Accept Payment in Lieu of Taxes for Personal Property from Endura Products

WHEREAS, Endura Products Tennessee, LLC located at 130 Sunset Drive, Sparta, Tennessee, applied to the Industrial Development Board for White County, Tennessee, to request a payment in lieu of personal property taxes in order to solidify its business stability and continue employment of White County citizens; and,

WHEREAS, the Industrial Development Board of White County, Tennessee determined said request was meritorious and recommended that White County, Tennessee accept payment in lieu of personal property taxes; specifically, that White County accept the sum of \$500.00 per year for personal property taxes for a five (5) year period beginning January 1, 2018, with the further understanding that the payment in lieu of taxes would be extended an additional five (5) years if at the end of the fifth (5th) year Endura Products Tennessee, LLC has 80 full-time employees; and

WHEREAS, the Board of Commissioners for White County, Tennessee deem it economically in the best interest of the county to grant such payment in lieu of personal property taxes to Endura Products Tennessee, LLC accordingly.

NOW THEREFORE BE IT RESOLVED, Endura Products Tennessee, LLC shall pay White County the sum of \$500.00 per year beginning with the year 2018, for its personal property taxes and shall continue said payment in lieu of taxes each year for four additional years.

BE IT FUTHER RESOLOVED, the payment in lieu of taxes will be extended an additional five (5) years if at the end of the fifth (5th) year Endura Products Tennessee, LLC has 80 full-time employees.

Motion made by Cain Rogers and seconded by Diana Haston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

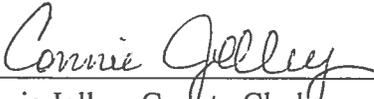
AYES 11

NAYS 0

The above resolution was passed on the 18th day of December, 2017.



ATTEST:



Connie Jolley, County Clerk



Al Klee, Vice-Chairman,
County Legislative Body

Approved the 18th day of December, 2017.



Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 85-11-2017

Authorizing Lease to Quebeck Baptist Church of County Property

WHEREAS, T.C.A. Code 7-51-901 and 7-51-902 authorizes the county to enter into, with any contracting party or parties, lease agreements with respect to capital improvement property for terms not to exceed forty (40) years or the useful life of the subject capital improvement property, whichever is less; AND

WHEREAS, Quebeck Baptist Church is in need of additional space for parking and/or recreational area; AND

WHEREAS, White County has property across McMinnville Hwy. from Quebeck Baptist Church.

THEREFORE BE IT RESOLVED; that the White County Legislative Body does hereby authorize the White County Executive to sign, on behalf of White County, to enter into a lease with Quebeck Baptist Church for part of the real property located north of the church and across McMinnville Hwy. map 108 parcel 045.00. The lease term is for ten (10) years at one (\$1.00) per year; with Quebeck Baptist Church providing property improvements. The leased property will begin approximately forty (40) feet east of convenience center.

BE IT FUTHER RESOLVED, authorization for approval of this resolution is contingent upon draft of and approval by County Attorney.

Motion made by _____ and seconded by _____ that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES _____

NAYS _____

The above resolution was passed on the 20th day of November, 2017.

Al Klee, Vice-Chairman
County Legislative Body

ATTEST:

Connie Jolley, County Clerk

Approved the 20th day of November, 2017.

Denny Wayne Robinson, County Executive

LEASE AGREEMENT

Agreement of lease, made as of this _____ day of _____, 2017, between WHITE COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, hereinafter called the Lessor, and the QUEBECK BAPTIST CHURCH, with its principal location at 9655 MCMINNVILLE HWY QUEBECK, TN 38587 Tennessee, hereinafter called the Lessee,

WITNESSETH

DEMISE, TERM & RENT

1. The Lessor leases to the Lessee, a portion of that real property located in Quebeck, White County, Tennessee (for tax purposes known as Control Map 108, Parcel 045.00) which has been surveyed and more particularly described in Exhibit A (surveyed legal description set forth in Exhibit A attached hereto), located in White County, Tennessee, for the term of one year beginning the 1st day of January, 2018, and ending on the 31st day of December, 2018. Lessee shall have the option to renew said lease at the end of each year for the next ten (10) years. Lessee's rent shall be in the amount of \$1.00 per year. Rental payments shall be made payable to Lessor and sent to White County Executive, White County Courthouse, 1 Bockman Way, #205, Sparta, Tennessee 38583, with the first payment to be made on or before the 1st day of January, 2018.

LESSEE'S COVENANTS

2. The Lessee agrees:

(a) **Purpose of the Lease.** The sole purpose of this lease agreement is for the Lessee to be able to utilize and use the premises for additional parking and/or recreation area for the Quebeck Baptist Church.

(b) **Improvements.** As additional consideration for this lease agreement, the Lessor intends to make certain improvements to the premises including but not limited to, the construction of an additional parking area for the Church and construction of a recreation area for the Church to use which will likely increase the value of the leased premises. Lessee agrees that any improvements made to the premises must be approved by the Landlord prior to construction beginning. Lessee further covenants that any improvements made to the premises shall remain on and with the premises and shall belong to the Landlord upon the expiration of the lease term. Lessee fully releases, waives and relinquishes any claim against Landlord for the costs associated with said improvements and further fully releases, waives and relinquishes any potential claims for reimbursement from Landlord for increased value or any other compensation for the improvements to the premises.

(c) **To Pay Rent.** That Lessee will pay the said rent at the times and in the manner aforesaid.

(d) **To Provide Insurance.** Lessee will during the said term insure and keep insured in the name of

the Lessor the said premises, and improvements made thereon, from loss or damage by fire and all the risks and perils usually covered by an "all risk of physical loss" endorsement to a policy of fire insurance. In addition, the Lessee agrees to maintain adequate General Liability Insurance. Lessee further agrees to indemnify Landlord for any and all claims for damages to person or property resulting from the Lessee's occupancy of the premises.

(e) ***To Pay Utilities.*** That Lessee will be responsible for all gas, electric, water, sewer, trash removal, and other utility services furnished to or consumed on the premises.

(f) ***To Keep in Repair and Replace Glass Broken.*** That Lessee will keep all and singular the said premises and any improvements thereon, in such repair as the same are at the commencement of the said term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly make all necessary repairs during the said term.

(g) ***Not to Injure or Overload.*** That Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the premises or any improvements made thereon.

(h) ***To Indemnify Against Accidents and Negligence.*** Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages, or losses resulting from injury or death of any person or damage to property occurring on or about the leased premises or in any manner in conjunction with the use and occupancy of the leased premises in whole or in part.

(i) ***Not to Suffer Unlawful Use, or to Endanger Insurance.*** That Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the State or any ordinance of the said City or County now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect the enforceability of any insurance on the premises or increase the premium thereof.

(j) ***Not to Make Alterations, Place Signs, etc.*** That Lessee will not make any alterations or additions in or to the premises without the written consent of the Lessor. Any needed modifications to the existing premises, which are authorized and approved by Lessor, shall be the sole expense of Lessee.

(k) ***Not to Assign.*** That Lessee will not assign, sublet, or part with the possession of the whole or any part of the premises without first obtaining the written consent of the Lessor, which consent may withheld or delayed for any reason in the sole discretion of the Lessor.

(l) ***To Permit Lessor to Enter.*** That the Lessor, or any of its agents, employees or representatives, at all reasonable times may enter to view and inspect the premises for any other reasonable purpose.

(m) ***To Yield up Premises.*** That at the expiration of the said term Lessee will peaceably yield up to the Lease Agreement (White County, TN & Quebeck Baptist Church)

Lessor the premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the Lessor.

(n) ***Property and Persons on Premises at Lessee's Risk.*** That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and that the Lessor or any of its officers, agents or employees thereof, shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

(o) ***Assent Not Waiver of Future Breach of Covenants.*** That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(p) ***Use of Premises.*** During the lease term, the leased premises may be used and/or occupied by Lessee for purposes of additional parking and/or recreation area for Church purposes.

(q) ***Compliance with Laws.*** During the lease term, Lessee, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the leased premises. Lessee agrees to hold Lessor, including all of Lessor's officers, employees or agents, harmless from any cost, expense, or liability that may be imposed or assessed against Lessor in connection with Lessee's noncompliance with any such law or regulation.

(r) ***Condition of Premises.*** Lessee acknowledges that the leased premises are leased "as is," and that neither Lessor nor any agent or employee of Lessor has made any representation or warranty, either written or oral, express or implied, with respect to the condition, suitability, state of repair, or zoning of the leased premises.

(s) ***Existing Right of Ways, Easements, Encumbrances.*** Lessee acknowledges that the Lessor has not made any warranties or representations as to property title, any title defects, or the existence of any right-of-ways, easements or other encumbrances that may effect said premises and that Lessee will be responsible for obtaining any title and/or legal opinions concerning same as Lessee may desire.

LESSOR'S COVENANT FOR QUIET ENJOYMENT

3. The Lessor covenants that the Lessee shall peaceably hold and enjoy the premises as set forth in Paragraph 1 herein above, subject to the terms of this lease. Nothing herein, shall prohibit or interfere with the Lessor's rights to occupy and use the adjoining property for the conduct of Lessor's business.

PROVISO FOR RE-ENTRY

4. If the Lessee or the Lessee's representatives or assigns shall neglect or fail to perform and observe any covenant which on the Lessee's part is to be performed, and the failure continues for a period of ten (10) days after Lessee's receipt of written notice from Lessor, or if the Lessee's leasehold estate shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of Lessee's creditors, then the Lessor may, immediately or at any time thereafter, and without notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the Lessee and those claiming under the Lessee and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and, at the election of the Lessor, this lease shall terminate, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants. The Lessee covenants and agrees to pay the Lessor's expenses arising out of the Lessee's breach of this lease, including reasonable attorney's fees.

TERMINATION OF LEASE OR SUSPENSION OF RENT IN CASE OF FIRE

5. In case the premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within 30 days thereafter, then this lease shall terminate; but if the premises can be rebuilt or restored within 30 days the Lessor will at Lessor's own expense and with due diligence so rebuild or restore the premises, and a just and proportionate part of the rents hereby reserved shall be paid by the Lessee until the premises shall have been so rebuilt or restored.

TERMINATION OF LEASE OR SUSPENSION OF RENT DUE TO EMINENT DOMAIN

6. Provided, also, that in case the whole or a substantial part of the premises shall be taken by the city or state or other public authority for any public use, then this lease shall terminate from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time; and the Lessee shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of the Lessor's covenant for quiet enjoyment hereinbefore contained.

WAIVER OF LIABILITY AND SUBROGATION

7. Neither Lessor nor Lessee shall be liable for any damage to property of the other found or located within the leased premises or for any damage to the leased premises or the building or other improvements caused by fire or other peril usually covered by a policy of insurance and each party releases the other from all liability for damage from those causes, including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of either party and shall not be limited by the amount of insurance coverage. This Section 7 shall override any inconsistent provisions of this lease. However, this provision shall not apply to the extent that it would render void the insurance coverage obtained by Lessor or Lessee, but only if that party (i) makes reasonable efforts to obtain insurance coverage that would not be voided by this waiver of liability and (ii) notifies the other

party in writing that this waiver will not apply.

HOLDING OVER

8. Any holding over beyond the expiration of the term of this lease and/or the terms of a renewal lease have not been agreed upon, shall be construed to be a tenancy from month to month, at a monthly rental rate of \$1.00 and shall otherwise be on the same terms and conditions as provided in this lease.

PARTIAL INVALIDITY

9. If any provision of this lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW AND FORUM SELECTION

10. This agreement shall be governed by the laws of the State of Tennessee and that any legal claims or causes of action resulting from this agreement may only be filed in the General Sessions, Circuit or Chancery Courts for White County, Tennessee.

AUTHORITY OF PARTY REPRESENTATIVES

11. Denny Wayne Robinson, as the authorized officer and representative of Lessor, and David Bratcher, as the authorized officer and representative of Lessee, by their signatures hereto, hereby acknowledge and affirm that they each have received the full authority of their respective governing board or governing body and have obtained full authority to enter into this agreement and legally bind their respective companies for purposes contained herein.

ENTIRE AGREEMENT

12. This lease contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought.

In Witness Whereof:

WHITE COUNTY, TENNESSEE, LESSOR BY:

Denny Wayne Robinson, County Executive

QUEBECK BAPTIST CHURCH, LESSEE BY:

David Bratcher, Authorized Officer

STATE OF TENNESSEE)
COUNTY OF WHITE)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named DENNY WAYNE ROBINSON and who upon oath acknowledged himself to be the County Executive of White County, Tennessee (Lessor) and that he, as such officer, and being authorized to do so by and through the governing body of White County, Tennessee, executed this instrument for the purposes therein contained, by signing his name as the authorized partner/officer of White County, Tennessee.

Witness my hand and official seal of office in Sparta, Tennessee on this the _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF WHITE)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named _____ and who upon oath acknowledged himself to be the Authorized Officer of Quebeck Bapotic Church (Lessee) and that he, as such officer, and being authorized to do so by and through its Board of Directors or Governing Body, executed this instrument for the purposes therein contained, by signing his name as the authorized officer of Quebeck Baptist Church.

Witness my hand and official seal of office in Sparta, Tennessee on this the _____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

YES
DIANA HASTON
BRUCE FRASIER
KAREN LAFEVER
BRUCE NULL
CAIN ROGERS
TERRY ALLEY
HAROLD ENGLAND
AL KLEE
DALE BENNETT
RUSSELL GOOCH
MACK JOHNSON

NO

ABSENT
STEPHEN LUNA
STANLEY NEAL
MATT MCBRIDE

NEW BUSINESS:

Vice Chairman Al Klee to have discussion in Committee A concerning Purple Heart parking place around the Courthouse.

Vice Chairman Al Klee to have discussion in Oversight Committee for changing the County Court meeting when it falls on High School Graduation and Veteran's Day.

Commissioner Cain Rogers was asking about repairs on the tennis court and basketball court at the High School.

Motion was made by Commissioner Diana Haston and seconded by Commissioner Russell Gooch to adjourn. Vice-Chairman Al Klee called for a voice vote, all members in favor of said motion.