

Denny Wayne Robinson
County Executive

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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, May 15th, 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. Prayer
3. Pledge
4. Roll Call
5. Approve minutes from the April 17th, 2017 meeting
6. Spread on Minutes May 2017 Grand Jury Report
7. Spread on Minutes Resignation of David Teter to the County Equalization Board
8. Spread on Minutes Resignation of Steven Gribble to the County Equalization Board
9. Res 36-05-2017 Appoint Member to the County Equalization Board
10. Res 37-05-2017 Appoint Alternate Member to the County Equalization Board

11. Report of Steering Committee A
12. Report of Steering Committee B
 - A. Res 38-05-2017 Sewer System Interlocal Agreement with the City of Sparta
 - B. Res 39-05-2017 County Sewer Rules and Regulations
13. Report of Solid Waste Committee
14. Report of Purchasing Committee
15. Report of Financial Management
 - A. Res 40-05-2017 Findlay Reimbursement
16. Report of Budget Committee
 - A. Res 41-05-2017 Landfill Slope Corrective Action
 - B. Res 42-05-2017 DeRossett Section House
17. Spread on minutes; all committee reports
18. Res 43-05-2017 Unclaimed Property Act
19. Notaries
20. Recognition of Members from Audience
21. Old Business
22. New Business
 - A. Res 44-05-2017 Change Road Name in the 7th District
23. Adjournment

May 15, 2017

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on May 15, 2017 at 6:00p.m.

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

A quorum being present the following proceedings were held.

Motion was made by Commissioner Al Klee and seconded by Commissioner Karen LaFever to recess meeting until Monday May 22, 2017 at 6:00 p.m. Chairman Alley called for a voice vote, all members in favor of said motion.

May 22, 2017

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in the reconvened meeting at the White County Courthouse in Sparta, Tennessee on May 22, 2017 at 6:00p.m.

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

A quorum being present the following proceedings were held.

Motion was made by Commissioner Al Klee and seconded by Commissioner Cain Rogers to approve the minutes from the April 17, 2017 meeting as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Al Klee and seconded by Commissioner Stephen Luna to spread on minutes May 2017 Grand Jury Report as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Al Klee and seconded by Commissioner Mack Johnson to spread on minute's resignation of David Teter to the County Equalization Board. 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 minute's resignation of Steven Gribble to the County Equalization Board. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Al Klee and seconded by Commissioner Karen LaFever to approve resolution 36-05-17, appoint member to the County Equalization Board. Upon the roll being called the following voted.

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

RESOLUTION FAILED

George T. Elrod
114 South Main Street • P.O. Box 551
Sparta, Tennessee 38583
Phone 931/836-8414 • Fax 931/836-3386

FILED

MAY 3 2017
TIME 2:36 PM
BEVERLY F. JOLLEY
CIRCUIT COURT CLERK

IN THE CRIMINAL COURT OF WHITE COUNTY, TENNESSEE

MAY 2017 TERM

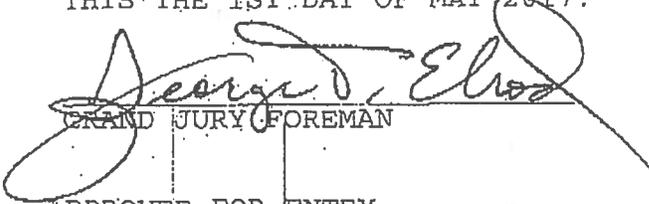
COMES NOW THE GRAND JURY IN AND FOR SAID COUNTY AND
STATE DULY APPOINTED AND CONSTITUTED AND SUBMITS THIS ITS
REPORT AT THE MAY, 2017 TERM OF COURT.

1. WE INSPECTED SOME COUNTY AND PUBLIC OFFICES AND
FIND THE SAME TO BE IN GOOD STATE OF REPAIR, REASONABLY
WELL MAINTAINED AND IN GOOD ORDER.

WE DID NOT INSPECT THE JUSTICE CENTER DURING THIS TERM BUT
WILL INSPECT AT THE NEXT TERM.

WE DID NOT INSPECT THE BONDS FOR THE COUNTY AND
FOUND THEM TO BE IN ORDER.

THIS THE 1ST DAY OF MAY 2017.


GRAND JURY FOREMAN

APPROVED FOR ENTRY:

STATE OF TENNESSEE
THIRTEENTH JUDICIAL DISTRICT

DISTRICT ATTORNEY GENERAL

April 24, 2017

Denny W. Robinson
1 E. Bockman Way Rm 205
Sparta, TN 38583

Dear Mr. Robinson:

With this letter, I hereby submit my resignation from the White County Equalization Board effective 12:00 o'clock midnight, April 24, 2017

Sincerely,
David Teter (by phone)

April 24, 2017

Denny W. Robinson
1 E. Bockman Way Rm 205
Sparta, TN 38583

Dear Mr. Robinson:

With this letter, I hereby submit my resignation from the White County Equalization Board effective 12:00 o'clock midnight, April 24, 2017

Sincerely,
Steven Gribble (by phone)



WHITE COUNTY, TENNESSEE

RESOLUTION 36-05-2017
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 15th day of May, 2017 at Sparta, Tennessee; That the following member(s) be appointed or reappointed to the Board of Equalization to replace David Teter until April 2018.

- 1. William Anderson

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 _____ 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 _____ day of May, 2017.

Terry Alley, Chairman,
County Legislative Body

ATTEST:

Connie Jolley, County Clerk

Approved the _____ day of May, 2017.

Denny Wayne Robinson, County Executive

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Stephen Luna to approve resolution 37-05-2017, appoint alternate member to the County Equalization Board. Upon the roll being called the following voted.

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

Report of Steering Committee A given by Commissioner Al Klee

Report of Steering Committee B given by Commissioner Russell Gooch

Motion was made by Commissioner Bruce Null and seconded by Commissioner Karen LaFever to approve resolution 38-05-2017, Sewer System Interlocal agreement with the City of Sparta. Commissioner Null withdrew his motion and Commissioner LaFever withdrew her second. Chairman Alley called for a motion again, no action. The resolution failed for a lack of motion.

Motion was made by Commissioner Stanley Neal and seconded by Commissioner Cain Rogers to approve resolution 39-05-2017, County Sewer Rules and Regulations. Upon the roll being called the following voted.

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

Report of Solid Waste Committee given by Commissioner Karen LaFever

Report of Purchasing Committee given by Commissioner Al Klee



WHITE COUNTY, TENNESSEE

RESOLUTION 37-05-2017

THE COUNTY BOARD OF EQUALIZATION ALTERNATE MEMBERS

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 (d) In addition to its regular appointments under this section, an appointing authority may designate one (1) or more alternates, and the board of equalization chair may call upon an alternate to sit for a regular member who becomes unavailable for a particular hearing due to disqualification or other reason.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regular session on this 15th day of May, 2017 at Sparta, Tennessee; that the following person(s) be appointed to the Board of Equalization as an alternate to replace Steven Gribble until April 2018.

- 1. Cody Wilhite

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.

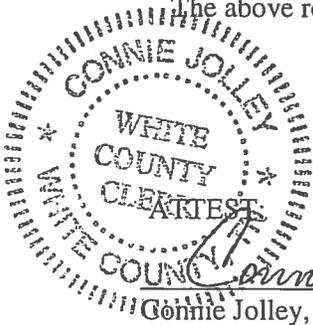
Motion made by Cain Rogers and seconded by Stephen Luna that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 9

NAYS 0

The above resolution was passed on the 22 day of May, 2017.



Connie Jolley
Connie Jolley, County Clerk

Terry Adley
Terry Adley, Chairman,
County Legislative Body

Approved the 22 day of May, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

White County, Tennessee

Steering A Committee Meeting

Date: 5/8/2017

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, May 8, 2017, at the White County Courthouse. Members present were Dale Bennett, Mack Johnson, Diana Haston, Bruce Frasier and Harold England. Also present were Chad Marcum, Shane Rittenberry, JJ Moris, Julia Morris, and Jeff Warner. Absent was Al Klee and Bruce Null.

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

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

Discussion on Findlay Reimbursement Resolution:

Chad Marcum was present to discuss the Resolution which has been approved by the Financial Management Committee and will be on the County Commission's agenda the following week.

Mr. Marcum provided information of what the Resolution does as follows:

1. Declaration of intent to issue debt for project
2. Authorizes for Municipal Advisor agreement
3. Authorizes Bond Counsel agreement

Discussion on ice machine purchase for Warrior Youth Football League:

Bruce Frasier discussed the Warrior Youth Football League (6-12 yoa) is in need of an ice machine to be used only by that league at the Hwy. 70 Park field. JJ Morris and Shane Rittenberry advised that keys securing the ice machine will only be available to a few of the league board members. Mr. Morris provided three estimates for an ice machine which would produce 350 pounds of ice. The estimates were \$2745.00, \$2795.17, and \$2954.97 and would be purchased out of the Parks and Rec budget. Harold England made a motion to purchase the ice machine, and Diana Haston seconded the motion. The motion was approved.

White County, Tennessee

Old Business:

Dale Bennett advised that 3-row, 21-foot aluminum benches had been found for the tennis courts. Mr. Bennett advised that the total cost of the benches was \$1374.40 and someone had donated \$1000 to help with the purchase. Bruce Frasier made a motion to allocate \$374.40 from the Parks and Rec budget to purchase the benches, and Diana Haston seconded the motion. The motion was approved.

Bruce Frasier discussed the need for chain basketball nets for the eight outdoor basketball goals at the high school. Mr. Frasier advised the nets could be purchased for \$20 each. The matter was tabled.

New Business:

Jeff Warner was present to inquire about having repairs to Doe Creek Road, where he owns property. Mr. Warner advised that the road is in bad shape and that the school bus will not travel down the road and the postal service has complained about the condition of the road to residents. Committee members discussed who owned the road, advising it appeared the developer owned the road and not the county or residents. Members informed Mr. Warner that they would check with the Highway Department to see if they could grate and gravel the roadway.

Committee members discussed possibly expanding the Parks and Rec Committee by adding members. The matter was tabled.

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

The next meeting will be June 12, 2017, at 5:30 pm.

Chairman, Steering Committee A

Secretary, Steering Committee A

White County, Tennessee

Steering B Committee Meeting

Date: 5/08/17

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, May 08, 2017 at the White County Courthouse. Members present were Matt McBride, Cain Rogers, Russell Gooch, and Karen LaFever. Also present were Denny Robinson and Chad Marcum. Absent was Terry Alley, Stephen Luna and Stanley Neal.

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. Russell Gooch made a motion and Cain Rogers seconded the motion to approve the minutes as presented. The motion was approved.

Discussion on Sewer System Interlocal Agreement.

County Executive Robinson discussed with the committee, the Interlocal Agreement with the City of Sparta to operate the County's Sewer System. Russell Gooch made a motion and Karen Lafever seconded the motion to send the Sewer System Interlocal agreement to full court. All members voted in favor. Motion passed.

Mr. Robinson also presented the committee with a draft resolution regarding the County's Sewer Rules and Regulations that mirror the City's. After a detailed discussion, Cain Rogers made a motion and Karen Lafever seconded the motion to send the resolution to full court. All members voted in favor. Motion passed.

VFD Signature Card:

Financial Director, Chad Marcum discussed the request from Citizens Bank to provide a letter regarding the signature card for Mt. Gilead Volunteer Fire Dept. Due to leadership changes, it would be prudent to remove members that are no longer with the Dept. and add appropriate personnel. Karen Lafever made a motion and Cain Rogers seconded the motion to approve the letter. All members voted in favor. Motion approved.

White County, Tennessee

Findlay Reimbursement Resolution:

Chad Marcum presented the committee with a resolution that came out of Financial Management. The resolution declares the intent to issue debt, authorizes the agreement for a municipal advisor as well as authorizes an agreement for Bond Counsel for the Findlay School project.

Mr. McBride asked the committee for any old business:

Lynn McHenry, State Building Inspector was present to discuss the process by which the county would request an exemption from the State to begin issuing building permits and certificates of occupancy. He also presented the committee with detailed information from the State regarding fee structures for both a contracted inspector as well as for the builder.

Mr. McBride asked the committee for any new business:

Jeremiah McPeak was present to discuss building a motocross track in the Central View community. The committee members advised Mr. McPeak to make sure he checked any deed restriction and/or conveyances for the property on which he intended to build the track. They further advised him to check with his insurance carrier to see if he would need to install perimeter fencing and also provided Mr. McPeak with a copy of Resolution 77-01-06 which limits activities which constitutes a possible nuisance.

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

Chairman, Steering Committee B

Secretary, Steering Committee B



WHITE COUNTY, TENNESSEE

RESOLUTION 38-05-2017

ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CITY OF SPARTA TO MONITOR THE AIRPORT INDUSTRIAL PARK SEWER SYSTEM

WHEREAS, Tennessee Department of Environmental Conservation (TDEC) requires a licensed operator to be on staff and in place to oversee the operations of a sewer system; and

WHEREAS, White County does not currently have a licensed operator employed; and

WHEREAS, The City of Sparta does operate a sewer system and has a licensed operator in place to oversee their system; and

WHEREAS, The City of Sparta has agreed to provide White County with a licensed operator and, under an agreement, operate White County's sewer system.

THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regular scheduled meeting, that White County enter into an inner-local agreement with the City of Sparta to operate White County's Airport Industrial Park Waste Water System.

BE IT FUTHER RESOLVED, that the County Legislative Body authorizes the County Executive and Court Clerk to sign the inter-local agreement with Sparta on behalf of White County.

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 _____ day of May, 2017.

Terry Alley, Chairman,
County Legislative Body

ATTEST:

Connie Jolley, County Clerk

Approved the _____ day of May, 2017.

Denny Wayne Robinson, County Executive

AIP SANITARY SEWER SYSTEM SERVICES AGREEMENT

BETWEEN THE CITY OF SPARTA, TENNESSEE AND WHITE COUNTY, TENNESSEE

This AIP Sanitary Sewer System Services Agreement (the "Services Agreement") is made and entered into the _____ day of _____, 2017, by and between White County, Tennessee, a political subdivision for the State of Tennessee created by Tennessee Code Annotated Section 5-1-101 and a Tennessee corporation as established in Tennessee Code Annotated 5-1-103, acting by and through its duly elected officials (hereinafter referred to as "White County") and the City of Sparta, a Tennessee municipal corporation, acting through its duly elected officials (hereinafter referred to as "Sparta").

Background

A. **WHEREAS**, at the Airport Industrial Park ("AIP"), White County has a sanitary sewer collection system (the "AIP Sanitary Sewer System");

B. **WHEREAS**, White County has entered into an agreement with Sparta under which White County may connect to and utilize Sparta's Sanitary Sewer Collection System for the handling of effluent waste from the AIP Sanitary Sewer System;

C. **WHEREAS**, although White County owns and will continue to own the AIP Sanitary Sewer System, White County desires to enter into this Services Agreement with Sparta, under which Sparta will operate the AIP Sanitary Sewer System on behalf of White County;

D. **WHEREAS**, this Services Agreement necessitates the establishment of terms and conditions to protect the public health and environment and to provide sanitary sewer services;

E. **WHEREAS**, pursuant to the terms and conditions set forth herein, Sparta agrees to operate the AIP Sanitary Sewer System on behalf of White County but also agrees that White County shall continue to own the AIP Sanitary Sewer System, including its equipment; and

F. **WHEREAS**, in consideration of Sparta's Services provided pursuant to this Services Agreement, White County agrees to pay Sparta.

G. **NOW**, therefore, the parties hereto agree as follows.

1. **DEFINITIONS**. The following definitions apply in this Services Agreement.

a. "Building Sewer" means the pipeline, force main and other equipment extending from a sewer customer's (or AIP sewer customer?) dwelling, structure, or premises to a point of interconnection with the AIP Sanitary Sewer System. Building Sewer is not considered to be Service Equipment.

b. "Service Equipment" means all pumps, lift stations, force mains, pipelines, and other equipment consistent of the AIP Sanitary Sewer System.

2. **SEWER USE ORDINANCE.** Promptly after the execution of this Services Agreement, and if it has not already done so under a previously executed intergovernmental agreement between the parties, White County shall promptly establish, adopt, and consistently maintain and amend thereafter in such form as Sparta may amend, a Sewer Use Ordinance that shall mirror the City of Sparta Sewer Use Ordinance. The White County Sewer Use Ordinance shall be subject to the terms and conditions of this Services Agreement, and shall in no way conflict or interfere with the terms and conditions of this Services Agreement. To the extent there should be any conflict between the White County Sewer Use Ordinance and this Services Agreement, then this Services Agreement shall control. The parties attach hereto the present Sewer Use Ordinance adopted by White County as Exhibit 1.
3. **OWNERSHIP AND ACCESS.** White County shall maintain at its own expense ownership of the AIP Sanitary Sewer System, Service Equipment, and all easements necessary to the performance of all Services provided pursuant to this Services Agreement. White County shall at its own expense provide Sparta with, and ensure that Sparta has, unfettered access at all times to the AIP Sanitary Sewer System and Service Equipment so that Sparta may perform its Services under this Services Agreement.
4. **OPERATION AND MAINTENANCE SERVICES.** Sparta agrees to operate, maintain, and oversee the repair or cause the repair of the AIP Sanitary Sewer System and Service Equipment for and on behalf of White County during the term of this Agreement (the "Services"). Sparta in its discretion may either perform these duties itself or may contract third parties to perform such maintenance and repairs for which the payment therefor in either circumstance shall be the obligation of White County. Sparta shall have no duty to provide any Services with respect to Building Sewer. All regulatory oversight and Code enforcement outside the municipal limits of Sparta are the responsibility of White County. Sparta shall perform its Services in a reasonable and workmanlike manner. In connection with providing the Services, Sparta shall perform administrative tasks that are reasonably necessary to ensure compliance with the above-referenced Sewer Use Ordinance adopted by White County. To facilitate Sparta's performance of its Services, promptly upon request White County shall provide at its own expense to Sparta all as-built plans, technical manuals (including without limitation manuals for pump stations and related equipment), line-testing data, and other information regarding the Service Equipment. White County agrees to provide at all times during the term of this Services Agreement a designated contact person (along with contact information for that person) to whom Sparta may direct any communications, inquiries, or requests regarding the AIP Sanitary Sewer System, Service Equipment, the Services, and any matters relating thereto, and the contact person must respond with reasonable promptness to communications, inquiries, or requests from Sparta.
5. **FORCE MAJEURE.** Sparta shall not be responsible for any force majeure or events beyond its ordinary control. Sparta shall not be liable for failure to perform its Services if such failure results from an act of God (including but not limited to fire, flood, storm, earthquake, or other natural disaster), war, invasion, acts of foreign enemies, hostilities of whatever kind or nature, civil war, rebellion, confiscation, terrorist activity, governmental

sanctions, blockage, embargo, labor dispute, force majeure, or interruption or failure of utilities of whatever kind or nature.

6. **SPARTA'S COSTS AND EXPENSES.** Sparta shall bear and pay only for its own normal costs and expenses of labor, transportation (including gas and mileage) and tools. Contractual obligations to third parties for repairs not routinely performed by Sparta and out-of-pocket expenses beyond the daily monitoring services incurred in providing its Services under this Services Agreement will be paid by White County.
7. **WHITE COUNTY'S COSTS AND EXPENSES.** White County shall bear and pay for all costs of providing the Services under this Services Agreement not required to be borne or paid for by Sparta, including without limitation as follows:
 - a. White County shall bear and pay for all costs of all utilities provided in relation to the AIP Sanitary Sewer System, the Services Equipment, and the Services, including without limitation the electric power necessary for the Services and the operation of the AIP Sanitary Sewer System and Services Equipment.
 - b. White County shall bear and pay for the costs of all permit-related fees and expenses incurred by Sparta or White County in relation to the AIP Sanitary Sewer System, the Services Equipment, and the Services.
 - c. White County shall bear and pay for the costs of all materials, parts, components, and non-incidentual out-of-pocket costs and expenses reasonably incurred by Sparta in providing its services under this Services agreement.
 - d. White County shall be exclusively responsible for bearing and paying the costs of all debt service, capital outlays, and capital improvements of whatever kind or nature to or in relation to the Service Equipment and the AIP Sanitary Sewer System, which include without limitation STEP drip lines, fencing, PLC controllers, the expansion or replacement of filter media, and similar or related items.
8. **WASTEWATER.** White County shall be responsible for, and Sparta shall not be responsible for, any and all waste, wastewater, and other matter delivered through the AIP Sanitary Sewer System.
9. **COMPENSATION TO SPARTA BY WHITE COUNTY.** In consideration of Sparta's Services, Sparta will charge a daily fee of \$40 to White County. This charge will remain in effect until July 1, 2018, after which time an adjusted amount will thereafter be charged as provided below in Paragraph 12.
10. **BAD DEBTS.** The failure of any person to pay any indebtedness to White County shall not relieve White County of its obligations to pay Sparta in accordance with the terms of this Services Agreement nor shall cause any adjustment in the amounts to be paid by White County to Sparta under this Services Agreement.

11. **BILLING.** Billing for the Services shall be on a monthly basis. Sparta shall render monthly bills directly to White County by the end of each month, and White County shall pay Sparta for each bill no later than the 15th day of the following month.
12. **FORMULA FOR FUTURE PAYMENTS BY WHITE COUNTY TO SPARTA:** On July 1, 2018, and on the 1st day of July of each year thereafter, White County's monthly payment required under Paragraph 9 shall be adjusted based upon the annual percentage increase in the CPI-All Urban Customers-South Urban, not seasonally adjusted (or whatever future area Sparta may be located within) for the most recent twelve-month period as published by the U.S. Bureau of Statistics before July 1 of each year.
13. **WARRANTIES AND REPRESENTATIONS:** White County represents and warrants to Sparta as follows.
 - a. White County is a Tennessee political subdivision and a corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee and has the corporate power to carry out its business as is now being conducted including the terms and conditions of this Agreement.
 - b. White County has the legal capacity and right to enter into and perform this Services Agreement, and the consummation of the transactions contemplated by this Services Agreement will not result in the breach or termination of any provisions of, or constitute a default under, any contract, agreement, mortgage, deed of trust, bond indenture, or other agreement or instrument to which White County is a party or by which White County, or any of the assets, properties and rights of White County, may be bound.
 - c. White County is not a party to any litigation or other proceedings pending before courts, commissions, or bureaus affecting any of the assets, properties, or rights covered by this Services Agreement, and to the knowledge of White County, no such litigation or proceeding is threatened against White County.
 - d. White County has duly filed with and paid any and all governmental authorities and agencies any and all fees, costs, and expenses due with respect to any of the assets, properties, or rights covered by this Services Agreement; and has secured all licenses, permits or governmental authorization for the construction and operation of the AIP Sanitary Sewer System.
 - e. White County is not in default under: (i) any order, writ, injunction, or decree of any Court of commission or other administrative agency in any way affecting the assets, properties, or rights covered by this Services Agreement; or (ii) any agreement or obligation to which White County is a party, by which White County may be bound, or to which Sparta may be subject insofar as it affects all or any part of the assets, properties, or rights covered by this Services Agreement.
 - f. There are no facts or threatened occurrences of a nature that would be materially adverse to Sparta's Services or the assets, properties, or rights covered by this Services Agreement, and White County has not withheld any material fact from

Sparta in respect to the Services, AIP Sanitary Sewer System, the Service Equipment, or the Building Sewer or the condition of the assets, properties, and rights relevant to this Services Agreement.

- g. White County is in compliance with each and every law, rule, and regulation of any governmental authority and is not in breach or default with respect to any such law, rule, or regulation of any governmental authority in respect to any such asset, property, or other right covered by this Services Agreement or with respect to the normal and ordinary use and operation of White County's AIP Sanitary Sewer System.
14. **SURVIVAL.** The representations, warranties, and background recitals made by White County hereinabove and in Sections 15 and 16 shall survive the expiration of this Services Agreement and shall continue in full force and effect from and after the termination of this Services Agreement.
15. **INSURANCE.** White County shall provide Sparta with a copy of the White County General Liability Insurance Policy and the Pollution Liability Insurance policy, each with limits of \$1,000,000 per occurrence, waive the limits of the Tennessee Governmental Tort Liability Act to the extent of the limits of the insurance policies; and shall name Sparta and/or its designee as an additional insured for and during the full term of this Services Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Sparta prior to cancellation or modification of any policy. Securing and providing insurance shall not limit White County's liability under this Services Agreement. All insurance policies procured by White County to insure the liabilities under this Agreement shall be issued by insurance companies qualified to do business in Tennessee with a Best's rating of A or better.
16. **INDEMNITY AND HOLD HARMLESS.** White County shall remain solely and exclusively responsible and liable to sewer customers, to the public, to governmental entities, and to others for White County's public sanitary sewer service, the AIP Sanitary Sewer System, and the Service Equipment. White County shall defend, indemnify, and hold harmless Sparta from and against any and all monetary losses, claims, damages, liabilities, causes of action, fines, penalties, and actions of whatever kind or nature that relate to or arise from the AIP Sanitary Sewer System, the Service Equipment, the Building Sewer, or the Services, including but not limited to Sparta's reasonable attorneys' fees and costs. The parties agree that Sparta assumes no responsibility in connection with the AIP Sanitary Sewer System or the Service Equipment except as expressly provided under this Services Agreement.
17. **FUTURE LIABILITY.** Immediately upon the termination of this Services Agreement, Sparta's obligations under this Services Agreement shall cease, and Sparta shall incur no future liability or responsibility in any form or manner whatsoever of whatever kind or nature from and after the date of the termination of this Services Agreement on account of Sparta's performance or non-performance under the terms of this Services Agreement during its term.

18. **COMPLIANCE.** With respect to the AIP Sanitary Sewer System and the Service Equipment. White County shall be responsible for complying with any and all applicable Federal, State, or local laws, ordinances, rules and regulations and requirements of any governmental authority.
19. **FINES, PENALTIES AND COMPLIANCE.** With respect to the AIP Sanitary Sewer System and the Service Equipment, White County shall be solely and exclusively responsible for the payment of any and all fines, penalties, or other governmental charges relating to compliance with any Federal, State or local laws, rules, or regulations.
20. **TERM OF AGREEMENT AND TERMINATION.** This Services Agreement shall be effective upon its execution by the parties until terminated by either party. Thereafter, White County shall have the right to terminate this Services Agreement upon ninety (90) days advance written notice to Sparta. Sparta shall have the right to terminate this Agreement upon ninety (90) days advance written notice to White County.
21. **NOTICE.** Notice to either party shall be in writing by certified mail return receipt requested to the last known address of each party with notice to White County sent to the County Executive and notice to Sparta sent to the City Mayor.
22. **INTEGRATION AND MODIFICATIONS TO AGREEMENT. EFFECT.** This Services Agreement is fully integrated and supersedes any prior or extraneous representation concerning the services to be provided hereunder to operate the AIP Sanitary Sewer Systems. No prior or extraneous representation was relied upon in entering into this Agreement. All of the terms of this Agreement and understandings of the parties are set forth in this Agreement. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties. This Agreement is not intended to affect any other agreement between Sparta and White County.
23. **CONSTRUCTION.** Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto, and this Services Agreement shall be deemed mutually drafted by all parties hereto.
24. **GOVERNING LAW, INTERPRETATION, AND SEVERABILITY.** This Services Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to conflicts of laws rules, and all causes of action relating to or arising from this Services Agreement shall be governed by Tennessee law. If any separate provision is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of the remainder of this Services Agreement.

(Remainder of Page Blank – Signatures on Following Page)

IN WITNESS WHEREOF, the parties have signed effective the day and date first above written.

White County, Tennessee

By: _____ Date: _____
County Executive

Attest:

By: _____ Date: _____
Secretary

Authorized and adopted by the White County Board of Commissioners at its meeting on the _____ day of _____, 2017.

City of Sparta, Tennessee

By: _____ Date: _____
Mayor

Attest:

By: _____ Date: _____
Sparta Recorder

Authorized and adopted by the Sparta Mayor and Board of Aldermen at its meeting on the _____ day of _____, 2017.



WHITE COUNTY, TENNESSEE

RESOLUTION 39-05-2017

To Adopt Sewer Rules and Regulations for White County's Industrial Sewer System

WHEREAS, industrial development and economic growth is dependent upon infrastructure; AND

WHEREAS, the sewer system at the Airport Industrial Park is directly related to development and job creation; AND

WHEREAS, White County owns and wishes to operate the Sewer System at the Airport Industrial Park; AND

WHEREAS, rules and regulations must be in place to properly regulate the operations of a sewer system in order to protect the investment of the county, limit costly repairs from accruing, and limit disruption of service to customers; AND

WHEREAS, White County's Sewer System delivers waste to Sparta's Waste Water Treatment Plant; it is imperative that our rules and regulations meet or exceed Sparta's rules and regulations.

THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regular scheduled meeting, that White County hereby adopts the Sewer and Waste Water Rules and Regulations that mirror those adopted by the City of Sparta, Tennessee, which are incorporated herein by reference, as they apply to White County's ownership, operation and maintenance of the White County Sewer System.

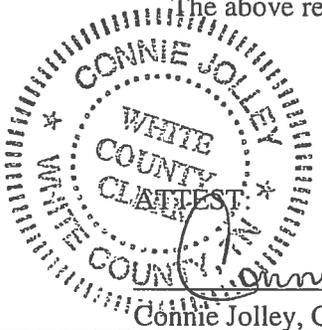
Motion made by Stanley Neal and seconded by Cain Rogers that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 9

NAYS 0

The above resolution was passed on the 22 day of May, 2017.



Connie Jolley, County Clerk

Terry Alley, Chairman, County Legislative Body

Approved the 22 day of May, 2017.

Denny Wayne Robinson, County Executive

White County, Tennessee

Solid Waste Committee Meeting

Date: 5/08/2017

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, May 8, 2017, immediately following Steering Committee B at the White County Courthouse. Members present were Karen LaFever, Harold England, Diana Haston and Matt McBride. Also present were Gaylen Barlow, Chad Marcum, and Denny Robinson. Absent was Terry Alley, Bruce Null and Stanley Neal.

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 Harold England seconded the motion to approve the minutes as presented. The motion was approved.

Directors Report:

Gaylen Barlow reported the new equipment is working well and has helped landfill operations tremendously. The equipment has also been put on a maintenance schedule.

The leachate truck currently has some mechanical issues and is being repaired.

There was a discussion on the need to replace convenience center compactors. Since the compactors are at least 15 to 20 years old and have become increasingly difficult to repair, Gaylen would like to begin budgeting the replacement of the compactors at each convenience center over the next few years.

Engineer's Report:

County Executive Robinson gave the engineer's report:

- Since the approval of returning to semiannual groundwater monitoring, our first event was conducted on May 3, 2017
- An official submission was made to TDEC on May 2, 2017 requesting the final cover of our current cell be reduced to a 3-foot thickness as oppose to our current permit of 6 feet.
- A pre-bid conference for the Corrective Action Construction for the slope issue was conducted and Wright Brothers Contracting was selected. It is anticipated that construction will begin the first part of June.
- TriAD continues to work on a plan on vertical expansion of our current cell as well as conduct convenience center evaluations.

White County, Tennessee

Chairman asked the committee for any old business:

Chairman Lafever asked the committee to please be thinking of ways to create a revenue stream to help alleviate the burden of Landfill operational costs, the purchase of the new equipment as well as the need to update convenience center compactors.

Chairman asked the committee for any new business:

County Executive Robinson reported that he has been in conversation with County Executive Greg Wilson from Van Buren County. Executive Wilson is still interested in an Interlocal Agreement with White County regarding Van Buren County Solid Waste.

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

Chairman, Solid Waste Committee

Secretary, Solid Waste Committee

White County, Tennessee

Purchasing Committee Meeting

Date: 04/27/2017

Time: 9:00am

Location: White County Courthouse

The White County Purchasing Committee met on Thursday, April 27, 2017 at 9:00am 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 March 29, 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 Wright Brothers Contracting, Inc. in the amount of \$116,555.56 for slope corrective action construction at the White County Landfill. 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.

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

Report of Financial Management given by Commissioner Cain Rogers

Motion was made by Commissioner Al Klee and seconded by Commissioner Bruce Null to approve resolution 40-05-2017, Findlay Reimbursement. Upon the roll being called the following voted.

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

Report of Budget Committee given by Commissioner Stanley Neal

Motion was made by Commissioner Bruce Null and seconded by Commissioner Karen LaFever to approve resolution 41-05-2017, Landfill Slope Corrective Action. Upon the roll being called the following voted.

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

Motion was made by Commissioner Al Klee and seconded by Commissioner Russell Gooch to approve resolution 42-05-2017, DeRossett Section House Museum. Upon the roll being called the following voted.

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

White County, Tennessee

Financial Management Meeting

Date: 05/01/2017

Time: 5:00pm

Location: White County Courthouse

The White County Financial Management Committee met on Monday, May 1, 2017 at 5:00pm at the White County Courthouse. Members present were Mr. Clay Parker, Mr. Kurt Dronebarger, Mr. Denny Wayne Robinson, Ms. Diana Haston, Mr. Matt McBride, and Mr. Cain Rogers. Also present were Mr. Chad Marcum and Mr. Rick Dulaney. Absent was Mr. Dale Bennett.

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

Mr. McBride asked for approval of the minutes from the January 4, 2017 meeting. Mr. Parker made a motion and Ms. Haston seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Marcum addressed the committee regarding finance department operations, including sales tax collections, wheel tax insurance reserves, and the fiscal year 2018 budget progress.

Mr. Marcum introduced Mr. Rick Dulaney with Raymond James and Associates to speak to the committee regarding the upcoming bond issuance for Findlay Elementary School. Mr. Dulaney provided an overview of the bond issuance process and answered questions from the committee. Mr. Marcum asked the committee to approve a resolution which would initiate the debt issuance process and allow for the county to be reimbursed from debt proceeds for project costs incurred prior to the issuance. The resolution would also allow the county to contract with Raymond James and Associates as the municipal advisor and Bass, Berry, and Sims as the bond counsel. After discussion, Mr. Parker made a motion and Ms. Haston seconded the motion to approve the resolution as presented. The motion was approved.

Mr. McBride asked the committee for any old business: there was none.

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

After discussion, the next meeting was set for Wednesday, July 5, 2017 at 5:00pm.

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

Chairman, Financial Mgt. Committee

Secretary, Financial Mgt. Committee



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 40-05-2017

A RESOLUTION DECLARING THE INTENT OF WHITE COUNTY TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING TO PUBLIC WORKS PROJECTS WITH THE PROCEEDS OF TAX-EXEMPT BONDS OR NOTES TO BE ISSUED IN AN APPROXIMATE AMOUNT OF \$16,000,000 AND TO ENGAGE A MUNICIPAL ADVISOR AND BOND COUNSEL

WHEREAS, it is the intention of the Board of Commissioners (the "Board") of White County, Tennessee (the "County") to issue bonds or notes to provide funds for the: (i) acquisition of land for, and the construction, renovation, repair and equipping of County schools (the "Projects") and (ii) payment of costs incident to the issuance and sale of such obligations; and

WHEREAS, it is the intention of the Board of Commissioners of the County to pay all or a portion of the costs associated with the Projects by the sale of such bonds or notes in one or more series; and

WHEREAS, it is anticipated that it will be necessary to make expenditures in payment of said costs prior to the issuance of said bonds or notes; and

WHEREAS, the Board wishes to state its intentions with respect to reimbursement for said expenditures in accordance with the requirements of final regulations applicable thereto promulgated by the United States Department of the Treasury; and

WHEREAS, the Board wishes to engage a municipal advisor and bond counsel in connection with the issuance and sale of such bonds or notes.

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

Section 1. It is reasonably expected that the County will reimburse itself for certain expenditures, in an approximate amount of \$16,000,000 made by the County in connection with the Projects described above. The County intends to reimburse all such expenditures by issuing its general obligation bonds or notes. The expenditures made prior to the issuance of said general obligation bonds or notes for the Projects are expected to be paid from the fund balance in the Education Capital Projects Fund. Debt service on such bonds is expected to be paid from unlimited ad valorem taxes to be levied on all taxable property within the County.

Section 2. The approximate principal amount of bonds expected to be issued to finance the Projects hereinabove described is not greater than \$16,000,000.

Section 3. This resolution shall be placed in the minutes of the Board of Commissioners and shall be made available for inspection by the general public at the office of the County Clerk.

Section 4. It is the County's reasonable expectation that it will reimburse the original expenditures from the proceeds of bonds.

Section 5. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 6. The County Executive is hereby authorized to enter into a municipal advisory contract with Raymond James & Associates, Inc. (the "Municipal Advisor") for municipal advisory services in connection with the sale of the Bonds in substantially the form presented as Exhibit A and is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form presented as Exhibit B, with such changes as may be approved by the County Executive as evidenced by his execution thereof.

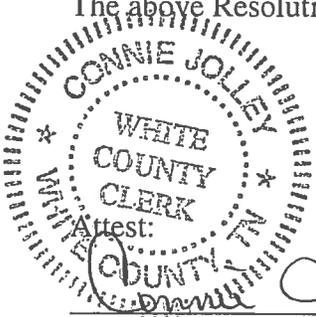
Section 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

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

On roll call, the vote was recorded as follows:

AYES: 9
NAYES: 0

The above Resolution was passed on the 22 day of May, 2017.



Connie Jolley
Connie Jolley, County Clerk

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

Approved the 22 day of May, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

MUNICIPAL ADVISOR AGREEMENT

BY AND BETWEEN

WHITE COUNTY, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between White County, Tennessee (the “Issuer”) and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the Issuer wishes to hire the Municipal Advisor in accordance with the provisions of this agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide Municipal Advisory services to the Issuer as provided herein, and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the “Agreement”) that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to the redemption, sale and issuance of bonds, notes or other instruments (collectively, “Debt Obligations”). This advice and assistance will generally include, but not necessarily be limited to, the following:
 - a. At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to any Debt Obligations;
 - b. Evaluate opportunities to refund any outstanding Debt Obligations of the Issuer;
 - c. Evaluate the Issuer’s credit profile and debt capacity;
 - d. Assisting in managing relationships and interaction with rating agencies, investors and other financial professionals associated with the Issuer’s new debt or existing debt portfolio;
 - e. Assisting the Issuer in hiring financial professionals associated with new debt or the existing debt portfolio, including, but not limited to bidding agents, registration, paying and escrow agents, dissemination agents, or others as needed, not named herein;
 - f. Consistent with prevailing statutory requirements for any refunding obligations issued in Tennessee, prepare the initial draft of the “Refunding Plan” and, if

required, a Request for Approval of Balloon Indebtedness” for finalization and submission by the Issuer to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury’s Office and as required facilitate and coordinate all activities related thereto;

- g. If required for a refunding transaction, structure a refunding escrow which together with other Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all refunded debt. If required, the escrow will be independently verified by a verification agent employed for such purposes and paid for from proceeds of the Debt Obligations by the Issuer;
- h. If required for refunding issues, advise the Issuer on the choices of instruments including the use of U.S. Treasury – State and Local Government Series obligations (“SLGS”) or open market securities as the investment vehicle of choice for the escrow. If Tennessee eligible open market securities (“Open Market Securities”) are desired or required due to the unavailability or inefficiency of SLGS, it is expressly understood that the required bidding process and acquisition of any such open market securities is not part of this Agreement. With respect to SLGS or Open Market Securities, the Municipal Advisor will facilitate and coordinate their acquisition and delivery with the registration agent and/or an independent bidding agent;
- i. Through a process satisfactory to the Issuer, the Municipal Advisor will assist in selecting and engaging a nationally recognized law firm to serve as bond counsel for the transaction. It is understood that the Issuer has designated Bass, Berry & Sims PLC, Nashville, Tennessee for these services;
- j. If necessary and through a process satisfactory to the Issuer, the Municipal Advisor will assist in selecting and engaging an independent firm to verify the sufficiency of any escrow developed relating to Debt Obligations;
- k. Assemble necessary information concerning the Debt Obligations and information relating to the Issuer for submission to Moody’s Investors Service, Inc. (“Moody’s”) and/or Standard & Poor’s Ratings Services (“S&P”) seeking credit reviews and ratings for the Debt Obligations and the Issuer. The Municipal Advisor also will facilitate, coordinate and arrange and participate in all correspondence and conference calls with Moody’s and/or S&P personnel assigned to the rating assignments;
- l. Working with Issuer officials and bond counsel, facilitate the development, publication and distribution of the Issuer’s Preliminary Official Statements, Final Official Statements or other offering documents, as required;
- m. Coordinate the activities of all financial professionals and others as directed by officials of the Issuer;

- n. As needed, prepare, execute, facilitate and coordinate a national marketing program through the distribution of various notices and documents, including, but not limited to, the Official Notice of Sale and the Preliminary Official Statement utilizing the electronic distribution facilities of i-dealProspectus, similar electronic platforms or other means;
 - o. As directed by officials of the Issuer, evaluate competitive versus negotiated sales (formal and informal) when allowed by prevailing Tennessee law to sell various Debt Obligations;
 - p. Along with officials of the Issuer, conduct formal competitive public sales via the web-based facilities of IPREO's BiDCOMP®/Parity® system or similar electronic platforms;
 - q. Facilitate, coordinate and evaluate any sale undertaken through a negotiated sale of the Issuer's Debt Obligations as permitted by Tennessee law;
 - r. Assist officials of the Issuer in the evaluation and award (rejection) of bids and proposals received or relating to Debt Obligations;
 - s. Prepare final amortization and related schedules documenting the transaction in the form of a "Final Financing Report";
 - t. Advise officials on the Issuer's compliance with its continuing disclosure obligations undertaken as part of the sale and issuance of any Debt Obligations;
 - u. Advise and perform other usual and customary services associated with this Agreement; and
 - v. On behalf of the Issuer, coordinate and pay from funds provided by the Issuer all expenses related to the sale and issuance of the Debt Obligations.
2. When the Issuer deems it necessary to issue Debt Obligations in the capital markets, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions, methods of sale and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
- a. Obligation amounts;
 - b. Principal, interest, and final maturity dates;
 - c. Average life tests;
 - d. Arbitrage targeted yields;

- e. Maturity amortization schedules;
 - f. Interest rates;
 - g. Redemption provisions;
 - h. Debt service;
 - i. Capitalized interest, if any;
 - j. Flow of funds;
 - k. Security pledges;
 - l. Credit enhancement facilities;
 - m. Methods of sale; and
 - n. Terms and conditions relating to the sale.
3. The Municipal Advisor will work with the Issuer and bond counsel in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Debt Obligations undertaken by the Issuer.

II. UNDERTAKINGS BY THE ISSUER

- 1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operations. Issuer officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities, including the Preliminary Official Statement, Final Official Statements or other marketing materials relating to the sale and issuance of any Debt Obligations;
- 2. The Issuer will work with bond counsel and/or local counsel who will issue an approving legal opinion to accompany the issuance of the Debt Obligations and also with appropriate Issuer's local legal counsel with respect thereto;
- 3. The Municipal Advisor will, as requested, assist Issuer staff in the development of information to be used by the Issuer for presentations to investors, underwriters, purchasers and others, including the scheduling of informational meetings between these investors, underwriters or others and the Issuer, if necessary;
- 4. The scope of services set forth in (1) through (3) above (the "Scope of Services") is subject to the following limitations:

- a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. Unless otherwise provided in the Scope of Services described above, the Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. Nothing herein shall negate the Municipal Advisor's obligations included in Section I (1) of the Scope of Services of this Agreement.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Debt Obligations, municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
5. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
 6. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to precede with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer's behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For each transaction undertaken pursuant to this master agreement, the Issuer will compensate the Municipal Advisor a fee for each separate financing determined in accordance with nearby chart. Fees and expenses associated with each transaction will be payable upon the successful sale and issuance of any Debt Obligations, but some expenses, such as rating agency fees, if any, may require payment even if such Debt Obligations are not sold and issued.

2. For services related to the issuance of Debt Obligations, compensation to the Municipal Advisor will be based on the following table:

	<u>Initial Amount</u>	<u>Fee Per \$1,000</u>
First \$5 million		\$3.75 per thousand
Next \$5 million		\$2.75 per thousand
Next \$15 million		\$1.75 per thousand
Over \$25 million		\$1.00 per thousand

The minimum compensation for any transaction under this Agreement related to any single series of debt obligations shall be \$25,000 and the maximum fee shall not exceed \$52,500.

3. The Municipal Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location, but the Municipal Advisor may be reimbursed for costs of reproduction, graphic, postal and overnight delivery and any other miscellaneous costs incurred in serving the Issuer. All travel expenses to locations other than that of the Issuer shall be reimbursed at reasonable actual costs.
4. The Issuer agrees to promptly pay the Municipal Advisor the fees computed in accordance with this Article III, and the costs and expenses described in Article IV, below, as mutually agreed on and evidenced by the estimates provided in any Supplement (Exhibit A) referenced herein, upon receiving invoices from the Municipal Advisor and other service providers.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing of Debt Obligations and completing the financing as further evidenced by the estimates in any Supplement (Exhibit A) referenced herein, including, but not necessarily limited to, the following:

- a. Facilitation, printing, publication, web posting and any other means of distribution or dissemination of any Official Notices of Sale, Preliminary and Final Official Statements and related legal notices;
- b. Normal fees of the Moody's and/or Standard & Poor's Corporation for the ratings on the Debt Obligations;
- c. Fees and expenses of the registration, escrow and paying agent;
- d. Fees and expenses of any dissemination agent;
- e. Fees and expenses of the verification agent, if required;
- f. Fees and expenses, if any, of any bidding agent, if open market securities are selected or required as part of refunding transactions;

- g. Bond Counsel fees and those of the County Attorney, if any;
- h. Underwriting fees or other purchaser compensation;
- i. Any out-of-state travel expenses related to the Debt Obligations as described herein, if any; and
- j. Bond insurance premiums or other credit enhancement, if any; and
- k. Any other properly documented and authorized usual and customary fees associated with any Debt Obligations, project or projects undertaken under this Agreement.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting team or other participants in the proposed transaction including Bass, Berry & Sims PLC, rating agencies, verification agents, bidding agents and perhaps any registration, paying [escrow] agents. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Municipal Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed above and included as part of any Supplement (Exhibit A) provided for a specific project or projects. The Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Municipal Advisor's responsibilities to the Issuer.
2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a Municipal Advisor to the Issuer with respect to Debt Obligations or projects contemplated by this Agreement. The Municipal Advisor's engagement by the Issuer is limited to providing Municipal Advisor services to the Issuer for Debt Obligations or project identified as described above. The Municipal Advisor has not been engaged to compare alternatives to Debt Obligations. The Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with any Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable

to any party if any Debt Obligations or an investment fail to close or for default of same. The Municipal Advisor's limited engagement terminates upon the expiration of the term of this Agreement and the Municipal Advisor shall have no further duties or obligations thereafter.

3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit B to this Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Official Notice of Sale, Preliminary Official Statement or Final Official Statement issued in connection with any Debt Obligations.
5. This Agreement may be terminated by either party hereto through a written notice to the other not less than a forty-five (45) business day prior to any termination date. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Debt Obligation or otherwise relating to the tax treatment of any Debt Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the Issuer under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

The parties recognize that Article II, Section 29 of the Tennessee Constitution prohibits jurisdictions from lending their credit to private entities. Any provision in the Agreement that acts as a hold harmless provision or limitation of liability provision is enforceable only to the extent permitted by Tennessee law.

7. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
9. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
10. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
11. If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.
12. From the date of its execution, this Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall cease to exist and are null and void.
13. This Agreement shall terminate upon written notification by either party as outlined Article V, Section 5 of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers.

WHITE COUNTY, TENNESSEE

By: _____
Name:
Title:
Dated:

RAYMOND JAMES & ASSOCIATES, INC.

By: 
Name: Richard T. Dulaney
Title: Managing Director
Public Finance // Debt Investment Banking
Dated: May 15, 2017

EXHIBIT A
SUPPLEMENT
BY AND BETWEEN
WHITE COUNTY, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, White County, Tennessee (the “Issuer”) and Raymond James & Associates, Inc. (the “Municipal Advisor”) have entered into a continuing Municipal Advisory Agreement, (the “Agreement”) (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its bonds, notes and other debt obligations (“Debt Obligations”) and perhaps other related projects when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of County Commissioners of the Issuer will consider the issuance of not to exceed \$16,000,000* General Obligation School Bonds, Series 2017 (the “Bonds”), the proceeds which together with any other funds provided by the Issuer will be used to finance the (i) construction, improvement, renovation, expansion, furnishing, fixturing and equipping of school buildings and facilities, and additions thereto, in and for the County, including the purchase of all property, real and personal, or interests therein, necessary in connection with said work; (ii) payment of all legal, fiscal, administrative, architectural, engineering, accounting and

similar professional and other costs incident thereto; (iii) reimbursement for any prior expenditures for the foregoing; and (iv) payment of costs of issuance and sale of the Bonds; and

WHEREAS, consistent with this Agreement, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to this Agreement through a “Supplement” with associated attachments, if any; and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants, possible conflicts of interest and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Supplement to and Acknowledgement; and

WHEREAS, Bass Berry & Sims PLC will serve as Bond Counsel to the Issuer for the Debt Obligations, it is understood and acknowledged that the Municipal Advisor is represented by Bass Berry & Sims PLC on matters unrelated to the Issuer and such a relationship may continue in the future.

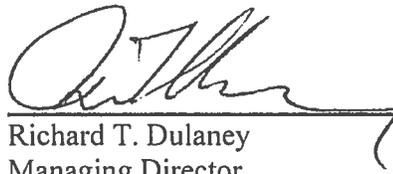
NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer’s formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosure supplements those included in the Agreement and is made and hereby acknowledged and is fully disclosed.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Supplement is attached hereto.

Section 3. A State Form CT-0253 (the "Form") depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of County Commissioners of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

RAYMOND JAMES & ASSOCIATES, INC.



Richard T. Dulaney
Managing Director
Public Finance // Debt Investment Banking
May 15, 2017

WHITE COUNTY, TENNESSEE

ATTACHMENT

WHITE COUNTY, TENNESSEE

\$16,000,000¹ GENERAL OBLIGATION SCHOOL BONDS, SERIES 2017

Consistent with the terms of the Issuer’s formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Debt Obligations.

The services, service providers and estimated costs related to the sale and issuance of the Debt Obligations are as follows:

<u>Activity</u>	<u>Provider</u>	<u>Total</u>
Municipal Advisor (Agreement Chart):*	Raymond James	\$43,000
Bond Counsel:*	Bass, Berry & Sims PLC	25,000
Rating Agency:	Standard & Poor’s Global Ratings	21,000
Registration and Paying Agent ² :	TBD	1,000
Preliminary OS; Final OS; Distribution, Printing, etc.:	Ipreo; Contract printing TBD, if needed	1,500
Miscellaneous:	Itemized as needed	<u>500</u>
Estimated Total:		<u>\$92,000</u>

*Confirmed. Other expenses to be determined based on published fee schedules or need.

Note: Underwriter’s discount (compensation) is determined through a competitive bidding process when Debt Obligations are offered for sale and actually sold.

State Forms CT-0253 depicting the actual costs of issuance and actual underwriter’s compensation will be prepared and executed at closing and delivery of the Debt Obligations, presented to the Board of County Commissioners of the Issuer at their next scheduled meeting following the delivery of the Debt Obligations and filed by Bond Counsel with the Tennessee Comptroller of the Treasury’s Director of State and Local Finance in a timely fashion as required by prevailing State law.

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¹ This is a not to exceed amount which is subject to revision and adjustment. Based on final sizing, certain fees and expenses may also change.

² This is the estimated annual fee for year one which is usually due at closing. This is subject to revision based on bids received.

EXHIBIT B

Disclosure for Municipal Advisor Agreement

Honorable Denny W. Robinson
County Executive
Chad S. Marcum, CPA
Finance Director
White County Courthouse – 2nd Floor
Sparta, Tennessee 38583

Exhibit B is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our engagement as Municipal Advisor and municipal advisor under the **Municipal Advisor Agreement** (the “Agreement”) between **Raymond James & Associates, Inc.** (“Raymond James”) and **White County, Tennessee** (the “Client”) to which this Exhibit B is a part thereof. Exhibit B will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. **Scope of Services.** (a) *Services to be provided.* The scope of services with respect to Raymond James’s engagement with the Client is as provided in the Agreement (the “Scope of Services”).

(b) *Limitations on Scope of Services.* The Scope of Services is subject to such limitations as may be provided in the Agreement.

(c) *IRMA status.* If the Client has designated Raymond James as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Client provide to it, for review, any written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Client not represent, publicly or to any specific person, that Raymond James is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. **Raymond James's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action that forms the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term.** The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement and Supplement Acknowledgement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to

its clients but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under this Agreement are in a fixed amount established by supplemental agreement. The amount is usually based upon an analysis by the Client and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Municipal Advisor or Underwriting Relationships. If Raymond James is also providing bidding agent or other investment advisory services to the Client under a separate engagement, then Raymond James will be separately compensated by the Client for such services. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities

may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace.

Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such events at this time. Should such an event happen in the future, the details of such event would be available in Item 6D(2)(b) and the accompanying Regulatory Action DRP on Form MA-I available at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000724743&owner=exclude&count=40&hidefilings=0>.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its

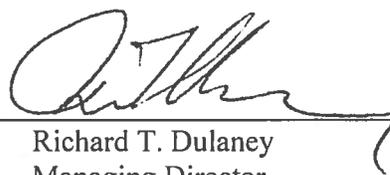
capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such Broker Check reports or Form ADV, Raymond James's CRD number is 161 59 1905.

How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is: 161 59 1905.

Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) *Future Supplemental Disclosures.* As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Raymond James & Associates, Inc.

By: 
Richard T. Dulaney
Managing Director
Public Finance//Debt Investment Banking

Date: May 15, 2017

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

May 15, 2017

White County, Tennessee
1 East Bockman Way
White County Courthouse (Room 205)
Sparta, Tennessee 38583
Attention: Denny Wayne Robinson, County Executive

**Re: Issuance of Approximately \$16,000,000 in Aggregate Principal Amount of
General Obligation School Bonds.**

Dear County Executive:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to White County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in a resolution adopted on May 15, 2017 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

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

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

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

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

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

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

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

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

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

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$25,000. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material

changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all ordinary out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

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

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

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

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

WHITE COUNTY, TENNESSEE

BASS, BERRY & SIMS PLC:

By: _____
Denny Wayne Robinson, County Executive

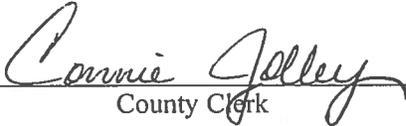
By: _____
Karen Neal, Member

STATE OF TENNESSEE)

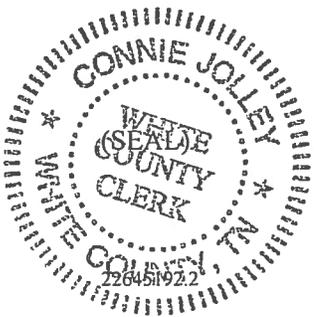
COUNTY OF WHITE)

I, Connie Jolley, certify that I am the duly qualified and acting County Clerk of White County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of May 15, 2017 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to reimbursement for expenditures in an amount not to exceed \$16,000,000.

WITNESS my official signature and seal of said County this 22 day of May, 2017.



County Clerk



White County, Tennessee

Budget Committee Meeting

Date: 04/18/2017

Time: 5:30pm

Location: White County Courthouse

The White County Budget Committee met on Tuesday, April 18, 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, Sheriff Oddie Shoupe, Mr. Tommy Simmons, Ms. Karen LaFever, and Mr. Bobby McCulley.

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

Mr. Neal asked for approval of the minutes from the April 6, 2017 meeting. Mr. Gooch made a motion and Mr. Klee seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Neal recognized Sheriff Oddie Shoupe, to discuss the Sheriff's Department and Jail funding request for the 2018 fiscal year. Sheriff Shoupe is requesting \$1,799,794 in additional funding for various items. The majority of the funding increase is to fund 9 additional positions in the Sheriff's Department and 20 additional positions in the Jail as well as a \$2.00 per hour across the board raise for all positions. The Sheriff is also requesting that a new line item be added to the Sheriff's Department budget for legal fees in the amount of \$100,000. Other uses of the increased funding are for additional patrol vehicles, general law enforcement equipment, uniforms, gasoline, vehicle maintenance, office supplies, and copy services.

The committee discussed the funding request with Sheriff Shoupe and determined that a 43.52 cent tax increase would be required to fund the Sheriff's total budget request. After further discussion, the committee took the budget request under advisement.

Mr. Marcum presented preliminary General Debt Service Fund and Highway/Public Works Fund budgets to the committee. It was indicated that the Highway/Public Works Fund budget could see a significant change if the IMPROVE Act passes the state legislature and is signed into law by Governor Haslam. The committee will review the budget again once the state budget has been approved.

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

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

After discussion, the next meeting was set for Thursday, May 4, 2017 at 6:00pm.

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

Chairman, Budget Committee

Secretary, Budget Committee

White County, Tennessee

Budget Committee Meeting

Date: 05/04/2017

Time: 6:00pm

Location: White County Courthouse

The White County Budget Committee met on Thursday, May 4, 2017 at 6:00pm at the White County Courthouse. Members present were Mr. Stanley Neal, Mr. Russell Gooch, Mr. Denny Wayne Robinson, and Mr. Terry Alley. Also present were Mr. Chad Marcum and Mr. Bobby McCulley. Absent was Mr. Al Klee.

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

Mr. Neal asked for approval of the minutes from the April 18, 2017 meeting. Mr. Alley made a motion and Mr. Gooch seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered a General Fund line item budget amendment in the amount of \$3,000 for the election commission. Mr. Gooch made a motion and Mr. Alley 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 \$147,559 for a TDOT enhancement grant for the DeRossett Section House. Mr. Alley made a motion and Mr. Robinson seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered three General Purpose School Fund line item budget amendments totaling \$14,900 for various departments. Mr. Gooch made a motion and Mr. Robinson seconded the motion to approve the amendments as presented. The motion was approved.

The committee considered three School Federal Projects Fund budget amendments totaling \$18,248.82 for various programs. Mr. Alley 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 \$125,000 for the landfill slope corrective action construction project. Mr. Gooch made a motion and Mr. Alley seconded the motion to approve the amendment as presented. The motion was approved.

Mr. Marcum addressed the committee with a list of recommendations and options for the fiscal year 2018 County General Fund budget. The committee discussed the options and agreed to take the recommended balanced budget options under advisement.

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

White County, Tennessee

Mr. Neal asked the committee for any new business:

Mr. Marcum addressed the committee concerning a request from Doyle Volunteer Fire Department for financial assistance in equipping their new pumper truck purchased with a Community Development Block Grant. The committee discussed the matter but took no formal action.

Mr. Robinson addressed the committee regarding the Airport Industrial Park sewer connection with the City of Sparta. The committee was briefed on upcoming resolutions which would be presented to Steering Committee B for passage. The committee discussed the matter a length but took no formal action.

After discussion, the next meeting was set for Thursday, May 18, 2017 at 6:00pm.

There being no further business, Mr. Alley 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. 41-05-2017

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 landfill slope corrective action construction as required by the Tennessee Department of Environment and Conservation:

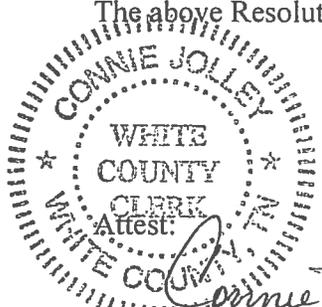
Description	Account	Major Category	Line Item	Debit	Credit
Decrease	39000	Unassigned Fund Balance		125,000.00	
Increase	55754-724	Landfill Operation and Maint.	Site Development		125,000.00
				<u>125,000</u>	<u>125,000</u>

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: 8
NAYES: 1

The above Resolution was passed on the 22 day of May, 2017.



Connie Jolley
Connie Jolley, County Clerk

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

Approved the 22 day of May, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 42-05-2017
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 and allocate funding for TDOT grant for site improvements at the DeRossett Section House Museum:

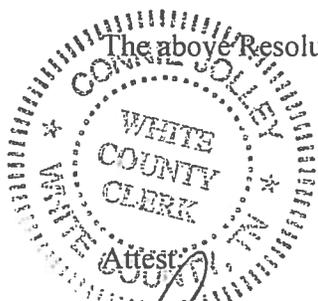
Description	Account	Major Category	Line Item	Debit	Credit
Increase	47590	Other Federal Through State		118,071	
Decrease	39000	Unassigned Fund Balance		29,488	
Increase	51910-791	Preservation of Records	Other Construction		147,559
				<u>147,559</u>	<u>147,559</u>

Motion made by Al Klee and seconded by Russell Goch that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 9
NAYES: 0

The above Resolution was passed on the 22 day of May, 2017.



Connie Jolley
Connie Jolley, County Clerk

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

Approved the 22 day of May, 2017.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

YES
AL KLEE
RUSSELL GOOCH
MACK JOHNSON

NO

ABSENT

Motion was made by Commissioner Bruce Null and seconded by Commissioner Russell Gooch to spread on minutes; all committee report. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Al Klee and seconded by Commissioner Karen LaFever to approve resolution 43-05-2017, Unclaimed Property Act. Upon the roll being called the following voted.

YES
MACK JOHNSON
RUSSELL GOOCH
AL KLEE
TERRY ALLEY
CAIN ROGERS
STANLEY NEAL
BRUCE NULL
STEPHEN LUNA
KAREN LAFEVER

NO

ABSENT
DALE BENNETT
HAROLD ENGLAND
MATT MCBRIDE
BRUCE FRASIER
DIANA HASTON

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Al Klee to approve the following notaries: Vickie Brady, D.Karen Mertz, Sheila Stephens. Chairman Alley called for a voice vote, all members in favor of said motion.

Recognition of Members for Audience:

Commissioner Al Klee read a letter from Tom Ferguson, who lives on a private road in Doe Creek Subdivision. The letter expresses concerns with the conditions of the road.

State Representative, Paul Sherrell expressed his concerns about the financial burden on the taxpayers if the Sheriff wins the lawsuit (potential 44cent property tax increase). Mr. Sherrell stated that the Commission needed to find a way to bring forward mediations to resolve the matter to where it won't hurt the taxpayers. County Attorney John Meadows and members of the Commission encouraged Mr. Sherrell to reach out to the Sheriff with his questions.

Old Business: None

New Business:



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 43-05-2017

RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost to administer the program; AND

WHEREAS, White County or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act, AND

WHEREAS, White County agrees to meet all of the requirements of TCA Section 66-29-101 et seq., to accept liability for future claims against accounts represented in funds paid to it, and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year, AND

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charges and that the balance of funds will be deposited in this local government's general fund.

IT IS THEREFORE RESOLVED, that the legislative body of White County requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121.

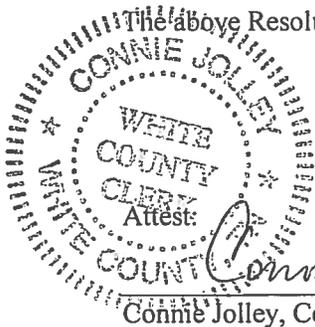
Motion made by Al Klee and seconded by Karen Latimer that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 9

NAYES: 0

The above Resolution was passed on the 22 day of May, 2017.



Attest: Connie Jolley
Connie Jolley, County Clerk

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

Approved the 22 day of May, 2017

Benny Wayne Robinson
BENNY WAYNE ROBINSON, County Executive

To: Mr. Clay Parker, White County Highway Supervisor
White County Commission

Mr. Parker and Commissioners,

My name is Tom Ferguson, and I am a resident and property owner in White County. I moved to White County about 10 years ago. When I first moved here I was employed in an Internet business, but I have since retired.

I purchased property in the Doe Creek subdivision, specifically on Doe Creek Loop. For the first couple of years living here, Doe Creek Loop, the road itself, fell into a state of serious disrepair. I did some research and found out that Doe Creek was not part of the county highway system, but rather a private road. This was previously unknown to me, even though I thought I had done my due diligence with a title search prior to purchase.

I spent much time on the phone with county officials back then, trying to see if there was some solution that could remedy the situation. At the time, there was talk of our mail service being moved out to Viola Drive, the nearest paved road. UPS and FedEx were also considering discontinuing direct service.

About 6 years ago, to the best of my recollection, the County Highway Dept. came out here, cut back the trees and brush all along the right-of-way on Doe Creek Loop, brought in several loads of rock, and graded the entire roadway. The results were amazing!

The upkeep of the road by the Highway Dept. continued sporadically, as needed, for the following years until a few months ago. Right now, the road is nearly impassable. USPS, UPS, and FedEx are again considering measures so they don't have to come down the road. This would not be a good thing. I am partially disabled and depend on these services.

So, once again, I'm coming to all of you to see if some sort of solution can be worked out. None of us who live here on Doe Creek are rich. We cannot afford the upkeep on the road. However, we do pay taxes in White County and we shop in White County. We are your neighbors. When I first moved here I was touched by the sense of community in White County, how folks pitched in to help each other. It made me proud to live here. I volunteered where I could; contributed when I could.

I know times are tough and budgets are stretched to their limits, but we are part of this community the same as other residents of the county. If our road is in disrepair, how does the Fire Dept. get here when disaster strikes? How does EMS get to my house if I have a heart attack? How do the Sheriff's Deputies get here when we need them? These are basic services we should have access to.

When the Highway Dept. was maintaining the road, they did a terrific job, considering the less-than-ideal conditions they started with. Hearing the road grader was a strangely comforting sound.

I implore all of you to try to work together for a solution, and not just write us off. If there is something I can do personally, please let me know.

Thank you for your time.



WHITE COUNTY, TENNESSEE

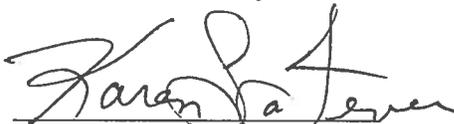
RESOLUTION 44-05-2017
TO CHANGE ROAD NAME IN THE 7th DISTRICT

WHEREAS, the County Legislative Body has adopted an official county road map, and

WHEREAS, there is need to see that all roads are named correctly;

NOW THEREFORE, BE IT RESOLVED; BY THE BOARD OF COMISSIONERS FOR WHITE COUNTY, TENNESSEE, AS FOLLOWS: Industrial Park Dr. be renamed to Enterprise Dr. This road being located in the 7th district of White County.


Sponsored By


Sponsored By

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

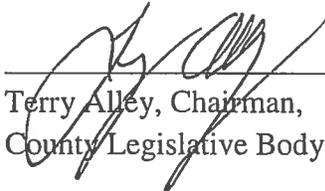
On roll call, the vote was recorded as follows:

AYES 9

NAYS 0

The above resolution was passed on the 22 day of May, 2017.




Terry Alley, Chairman,
County Legislative Body


Connie Jolley, County Clerk

Approved the 22 day of May, 2017.


Denny Wayne Robinson, County Executive

County Executive Denny Wayne Robinson discussed with the Commission, the Sewer System and a licensed operator.

Motion was made by Commissioner Karen LaFever and seconded by Commissioner Cain Rogers to approve resolution 44-05-2017, change road name in the 7th district. (Industrial Park Dr. to Enterprise Dr.). Upon the roll being called the following voted.

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

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