

Denny Wayne Robinson
County Executive

Brooke Luna
Executive Assistant



WHITE COUNTY, TENNESSEE
Office of County Executive

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Notice of Public Meeting

**Regular Call Meeting
of the White County Board of Commissioners**

Pursuant to T.C.A. § 8-44-103: a public meeting of the White County Board of Commissioners will be held, and will transact such business as may lawfully come before them on Monday, November 16, 2020 at 6:00pm at White County Courthouse (3rd Floor Courtroom) 1 E. Bockman Way, Sparta, TN.

White County Board of Commissioners

<u>District 1</u>	Cain Rogers	and	Andy Haston	<u>District 2</u>	Terry Alley	and	T.K. Austin
<u>District 3</u>	Lonnie Crouch	and	Robert McCormick	<u>District 4</u>	Lanny Selby	and	Dakota White
<u>District 5</u>	Dillard Quick	and	Dale Bennett	<u>District 6</u>	Roger Mason	and	Lee Broyles
<u>District 7</u>	Stanley Neal	and	Bobby McCulley				

2020 / 2021 Full Court Commission Appointments

Stanley Neal, Chairman Terry Alley, Vice Chairman Lanny Selby, Parliamentarian

AGENDA

1. Call to order by Chairman, Stanley Neal
2. Prayer led by Brett Rich
3. Pledge led by Northfield Elementary student Anna McCulley
4. Roll Call
5. Approve and Spread on Minutes Consent Calendar
 - A. Approval of Minutes from Full Court meeting October 19, 2020
 - B. Report of October 19 & 28, 2020 Financial Management Committee
 - C. Report of October 27th, 2020 Industrial Development Board

6. Resolution No 62-11-2020 Cooperative Purchasing Agreement
7. Resolution No 63-11-2020 Surplus and Donate 2 Fire Trucks
8. Resolution No 64-11-2020 Interlocal Agreement with Rutherford County for Juvenile Detention
9. Resolution No 65-11-2020 Adopt Peaceful Lane as a County Road
10. Resolution No 66-11-2020 Altium Packaging (Tri-State)
11. Notaries
12. Recognition from Audience Members
13. Old Business
14. New Business
15. Adjournment

November 16, 2020

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in a regular session at the White County Courthouse in Sparta, Tn on November 16, 2020 at 6:00 p.m.

Present and residing the Hon. Stanley Neal- Chairman, Denny Wayne Robinson- County Executive, Fallon Roberts- White County Clerk Chief Deputy, Chad Marcum - Finance Director, John Meadows- County Attorney. The following commissioners were present; Lanny Selby, Terry Alley, Dale Bennett, Robert McCormick, Lonnie Crouch, Dillard Quick, Dakota White, Roger Mason and Andy Haston. Absent; Lee Broyles, Cain Rogers, T.K Austin, Bobby McCulley.

A quorum being present the following proceedings were held.

A motion was made by Commissioner Roger Mason and seconded by Commissioner Robert McCormick to Approve and Spread on Minutes Consent Calendar. Chairman Neal called for a voice vote; all members in favor of said motion.

A motion was made by Commissioner Terry Alley and seconded by Commissioner Lanny Selby to approve Resolution 62-11-2020, Authorizing Execution of Cooperative Purchasing Agreement. Upon the roll being called the following voted.

YES	NO	ABSENT
Lonnie Crouch		Cain Rogers
Lanny Selby		T.K Austin
Stanley Neal		Bobby McCulley
Roger Mason		Lee Broyles
Dale Bennett		
Dakota White		
Terry Alley		
Andy Haston		
Robert McCormick		
Dillard Quick		

White County, Tennessee

Financial Management Meeting

Date: 10/28/2020

Time: 3:30pm

Location: White County Courthouse

The White County Financial Management Committee met on Wednesday, October 28, 2020 at 3:30pm at the White County Courthouse. Members present were Mr. Clay Parker, Mr. Lee Broyles, Mr. Dillard Quick, Mr. Kurt Dronebarger, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum. Absent were Mr. Robert McCormick and Mr. Lanny Selby.

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

Mr. Broyles asked for approval of the minutes from the October 19, 2020 meeting. Mr. Dronebarger made a motion and Mr. Parker seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

The committee met with and interviewed Ms. Carrie Mohr of Cookeville, Tennessee for the Human Resources Director position for White County.

The committee discussed next steps in the hiring process, now that all four (4) candidates who accepted the committee's interview invitation had been interviewed. The committee had a lengthy discussion regarding the strengths and weaknesses of each candidate. Mr. Robinson stated that he had been in contact with County Technical Assistance Service (CTAS) regarding the appropriate way to handle the hiring and creation of a human resources department. CTAS had recommended that a formal resolution be adopted by the County Commission vesting authority with the Financial Management Committee for overseeing the county-wide human resources department. Mr. Dronebarger made a motion and Mr. Broyles seconded the motion to extend an offer of employment to Ms. Jennifer Rigsby for the Human Resources Director position at a pay rate of \$65,000 per year, which is to be evaluated by the committee within one (1) year. On a voice vote, the motion was unanimously approved.

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

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

After discussion, it was determined that the next meeting would Wednesday, December 9, 2020 at 4:00pm.

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

Lee Broyles, Chairman
Financial Management Committee

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

White County, Tennessee

Financial Management Meeting

Date: 10/19/2020

Time: 3:30pm

Location: White County Courthouse

The White County Financial Management Committee met on Monday, October 19, 2020 at 3:30pm at the White County Courthouse. Members present were Mr. Clay Parker, Mr. Lee Broyles, Mr. Dillard Quick, Mr. Lanny Selby, Mr. Kurt Dronebarger, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum. Absent was Mr. Robert McCormick.

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

Mr. Broyles asked for approval of the minutes from the September 30, 2020 meeting. Mr. Robinson made a motion and Mr. Selby seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

Mr. Robinson spoke to the committee regarding the need to communicate the committee's intentions surrounding the HR Director position with county elected and appointed officials. The committee concurred that this was a good idea. Mr. Robinson stated that his office would work to set up a meeting for this purpose in the near future.

The committee discussed the interview procedures and questions for the Human Resources Director candidates. Mr. Marcum informed the committee that Mr. James Fletcher and Ms. Jessica Northcutt had withdrew their names from consideration for the position.

The committee met with and interviewed Mr. Kent Frisbee of Cookeville, Tennessee for the Human Resources Director position for White County.

The committee considered an agreement with Five Points Benefits Solutions for supplemental benefits brokerage services. Mr. Robinson made a motion and Mr. Selby seconded the motion to approve the agreement and move forward with the proposal made by Five Points at the previous meeting. On a voice vote, the motion was unanimously approved.

Mr. Broyles called for a recess of the meeting until Tuesday, October 20, 2020 at 3:30pm to conduct two (2) additional interviews.

The White County Financial Management Committee reconvened on Tuesday, October 20, 2020 at 3:30pm at the White County Courthouse. Members present were Mr. Clay Parker, Mr. Lee Broyles, Mr. Dillard Quick, Mr. Lanny Selby, Mr. Kurt Dronebarger, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum. Absent was Mr. Robert McCormick.

The committee met with and interviewed Ms. Jennifer Rigsby of Sparta, Tennessee for the Human Resources Director position for White County.

White County, Tennessee

The committee met with and interviewed Ms. Molly Taylor of Cleveland, Tennessee for the Human Resources Director position for White County.

The committee discussed next steps in moving forward with the hiring process. Mr. Marcum informed the committee that Ms. Carrie Mohr had requested that her interview, which was originally scheduled for Monday be moved to next week. The committee agreed to offer an interview to Ms. Mohr at 3:45pm on Wednesday, October 28, 2020. Mr. Marcum informed the committee that he would communicate with Ms. Mohr and let the committee know her decision.

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

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

After discussion, it was determined that the next meeting would Wednesday, October 28, 2020 at 3:30pm, pending an affirmative confirmation from Ms. Carrie Mohr.

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

Lee Broyles, Chairman
Financial Management Committee

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

**MINUTES FOR THE WHITE COUNTY
INDUSTRIAL DEVELOPMENT BOARD MEETING
Tuesday, October 27, 2020**

The meeting was called to order on Tuesday, October 27th 2020 at 5:00 p.m. A quorum was present with six (6) of the ten (10) members of the Board being in attendance.

The following members were present:

Rodger McCann
Robert Verble
Marvin Bullock
Gary Peterson
Jim Clark
Dean Selby

The following members were absent:

Hoyt Jones
Ben Holland
Mike Prater
Sylvia Kennedy

Also present at the meeting were:

County Executive - Denny Wayne Robinson,
County Finance Director – Chad Marcum,
County Attorney – John Meadows
Kristen Foster & Ben Woods from Altium Health (formerly Tri-State) via Zoom
Lucas Gunter from Quality Service Group

With the quorum being present, Chairman Rodger McCann, called the meeting to order and the first order of business was approval of the minutes from the meeting which occurred on Thursday, May 14, 2020. Robert Verble made a motion that the minutes be approved. The motion was seconded by Dean Selby. All members voted in favor thereof and the minutes from the May 14, 2020 IDB Meeting were approved.

The next order of business was the request of Altium Health (former Tri-State) for a five (5) year extension on the current PILOT. Mr. Marcum reported that they are eligible for the PILOT for an additional five years and the Board heard from Kristen Foster and Ben Woods, representatives of Altium. Marvin bullock made a motion to grant Altium's request for a five (5) year extension on the PILOT. The motion was seconded by Robert Verble. All members present voted in favor thereof and the motion passed.

The next order of business was an update from County finance director Chad Marcum who presented the IDB's financial report and discussed the budget which had been approved at the last

meeting in May of 2020. Dean Selby made a motion to approve the financial report as prepared by Mr. Marcum and the motion was seconded by Gary Peterson. All members present voted in favor thereof and the motion passed.

Next the Board discussed the possibility for a PILOT for Quality Service Group (QSG). company representative Lucas Gunter was present and addressed the Board. QSG is a manufacturing support industry that recently moved into the old Jackson Kayak building. They have relocated from Putnam County and have been in business approximately 20 years. They are currently working 20-22 employees since relocating to White County. The matter of whether to grant a PILOT and the terms of same was tabled in order for the Board to obtain more information concerning the personal property for purposes of possible tax abatement.

Next County Finance Director Chad Marcum discussed the IDB Debt Report for the Comptroller and the need to correct the debt report previously submitted. Dean Selby made a motion to approve the corrected IDB debt report and the motion was seconded by Gary Peterson. All members present voted in favor thereof and the motion passed.

Next, County Executive Denny Robinson and County Attorney discussed the corrective action plan with TDEC at the Horman site and land use restrictions on the property titled in the name of the IDB. To be in compliance with TDEC due to wetland issues at the Horman site, and in order to get the corrective action plan approved by TDEC, TDEC is requiring the adoption of land use restrictions for the 3.23 acres of real property, which is a portion of the approximate 78 acre tract of the property described in a Deed of record with the White County, Tennessee Register of Deeds, Record Book 409, Page 743, which is titled in the name of the IDB for purposes of Horman's PILOT. Dean Selby made a motion to authorize the IDB Chairman to execute the Notice of Land Use Restrictions and any amendments as may be necessary and approved by the County Attorney and record the same. Marvin Bullock seconded the motion. All members present voted in favor thereof and the motion passed.

Under old business, the Board briefly discussed the promissory note from Edge Trailers that remains in default and the County's possession of the collateral.

Under new business, County executive Denny Robinson reminded the Board of the grand opening ceremony at the Horman plant and reported that County is continuing to receive requests for information from other businesses and industries.

Jim Clark made a motion to adjourn, Marvin Bullock seconded the motion and all members present voted in favor thereof and the meeting was adjourned

RODGER MCCANN, Chairman

JOHN M. MEADOWS, Secretary/Recorder



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 62-11-2020

AUTHORIZING EXECUTION OF COOPERATIVE PURCHASING AGREEMENT

WHEREAS, cooperative purchasing agreements allow for multiple governmental entities to leverage their combined purchasing power to obtain lower, volume based pricing, AND

WHEREAS, access to lower pricing for goods and services can lead to significant savings of taxpayer funds, AND

WHEREAS, T.C.A. § 12-3-1205 authorizes counties to participate in, sponsor, conduct, or administer both in-state and out-of-state cooperative purchasing agreements for the procurement of certain supplies, services, and equipment, AND

WHEREAS, T.C.A. § 12-3-1205 also specifies that master agreements of out-of-state cooperatives must be approved by the local legislative body.

NOW, THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regularly scheduled session that: The Director of Finance be authorized to execute a cooperative purchasing enrollment agreement with the State of Texas Region 8 Education Service Center (also known as The Interlocal Purchasing System – TIPS), which is out-of-state nationwide purchasing cooperative.

Motion made by *Jerry Alley* and seconded by
Larry Selby that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 10

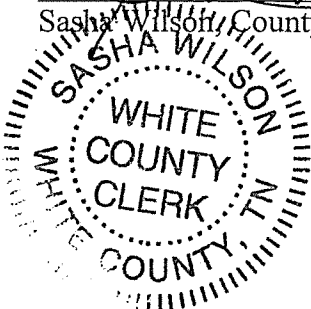
NAYES:

The above Resolution was passed on the 16 day of November, 2020.

Stanley Neal
STANLEY NEAL, Chairman of the
White County Legislative Body

Attest:

Sasha Wilson
Sasha Wilson, County Clerk



Approved the 16 day of November, 2020.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive

INTERLOCAL AGREEMENT
Region 8 Education Service Center
TENNESSEE POLITICAL SUBDIVISIONS
(Cities, Counties, Towns, School Districts, and Municipal Corporations)

TENNESSEE POLITICAL SUBDIVISION

Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations.

Government Authority:

Authority for such services in Tennessee is granted under Tennessee General Municipal Laws § 103 which allows any officer, board, or agency of a political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, to make such purchases through the use of a contract let by the United States, any state, or any county **or political subdivision of any such state**. The State of Tennessee – Office of the State Comptroller further clarified that the contract must have been let in a manner that constitutes competitive bidding, “consistent with state law.”

Tennessee General Municipal Law Sections 119-m—119-ooo further provides that, “in addition to any other general or special powers vested in municipal corporations and districts for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service...” Municipal Corporations includes any county outside the city of Tennessee, a city, a town, a village, a board of cooperative educational services, fire district or a school district. District” is defined as, county or town improvement district (as specifically defined in Section 119-n). Depending on the context, Texas statutes define Texas Regional Education Service Centers as both Political Subdivisions of Texas¹ and as Unit of State Government.²

Therefore, Tennessee law provides that a Tennessee political subdivision may enter into an agreement with

¹ See TEX. EDUC. CODE § 8.001, et seq.

² See TEX. GOV'T CODE § 2260.001(4).

political subdivisions of another state for cooperative purchasing and have statutory authority to contract or agree with a Texas Regional Education Service Center for cooperative purchasing.

Vision:

TIPS will become the premier purchasing cooperative in North America through developing partnerships with quality vendors, school districts, universities, colleges, all governmental entities, and public and private industry.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating political subdivision through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the Tennessee Political Subdivision provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the Tennessee Political Subdivision Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as the The Interlocal Purchasing System ("TIPS") Program.

Roles of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-	Region 8 Education Service Center

By: _____	By: _____
Authorized Signature	Authorized Signature
Title: _____	Title: Executive Director, Texas Region 8 ESC
Date _____	Date _____

Public Entity Contact Information

_____		_____	
Primary Purchasing Person's Name		Primary Person's Email Address	

Entity Address	City	State	Zip
_____		_____	
Secondary Person's Name		Secondary Person's Email Address	

Entity Phone Number		Entity Fax Number	



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 63-11-2020

A RESOLUTION TO DECLARE ITEMS AS SURPLUS PROPERTY AND TO DONATE PROPERTY TO VOLUNTEER FIRE DEPARTMENTS

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

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

WHEREAS, the Cassville Volunteer Fire Department has requested that a 2001 GMC Fire Truck, which was totaled in a wreck on June 21, 2019, be donated to their organization, AND

WHEREAS, the Cherry Creek Volunteer Fire Department as requested that a 1979 Chevy Fire Truck be donated to their organization.

NOW, THEREFORE BE IT RESOLVED, as follows:

Section 1. The below schedule of property is hereby declared as surplus property of White County, Tennessee.

Department	Description	VIN
Fire - Cassville	2001 GMC Fire Truck	1GDP7H1C925501477
Fire - Cherry Creek	1979 Chevy Fire Truck	CCL349B143731

Section 2. The 2001 GMC Fire Truck (VIN: 1GDP7H1C925501477), shall be donated to Cassville Volunteer Fire Department.

Section 3. The 1979 Chevy Fire Truck (VIN: CCL349B143731), shall be donated to Cherry Creek Volunteer Fire Department.

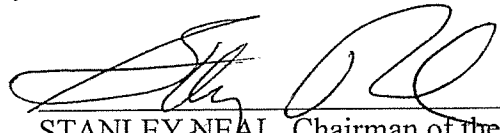
Motion made by Wakota White and seconded by
Robert McCormick that the above resolution be adopted.

On roll call, the vote was recorded as follows:

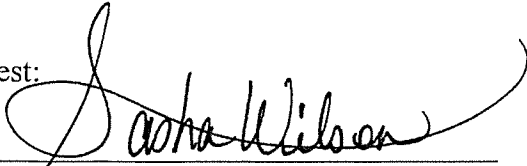
AYES: 10

NAYES:

The above Resolution was passed on the 16 day of November, 2020.


STANLEY NEAL, Chairman of the
White County Legislative Body

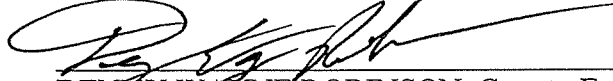
Attest:



Sasha Wilson, County Clerk



Approved the 16 day of November, 2020.



DENNY WAYNE ROBINSON, County Executive

A motion was made by Commissioner Dakota White and seconded by Commissioner Robert McCormick to approve Resolution 63-11-2020, To Declare Items as Surplus Property and to Donate Property to Volunteer Fire Departments. Upon the roll being called the following voted.

YES

NO

ABSENT

Dillard Quick
Roger Mason
Stanley Neal
Andy Haston
Dale Bennett
Lanny Selby
Lonnie Crouch
Terry Alley
Dakota White
Robert McCormick

Cain Rogers
Lee Broyles
Bobby McCulley
T.K Austin



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 64-11-2020

AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH RUTHERFORD COUNTY JUVENILE DETENTION CENTER

WHEREAS, T.C.A. § 12-9-108 authorizes the governing body of a county to enter into contracts “with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform”,
AND

WHEREAS, Rutherford County, a political subdivision of the State of Tennessee, does operate and maintain a detention facility as authorized by T.C.A. § 37-1-116 for the housing of juveniles, AND

WHEREAS, White County does not operate or maintain a juvenile detention facility, but from time to time may be required to house a juvenile, AND

WHEREAS, other juvenile detention facilities in closer proximity to White County with which an agreement already exists, may be at capacity or otherwise unable to accept a White County juvenile, AND

WHEREAS, it is in the best interest of White County to have an alternate contract established which would allow for the housing of juveniles, when and if the need arises.

NOW, THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in regularly scheduled session that: The White County Executive be authorized to execute an interlocal agreement with Rutherford County, Tennessee for the housing of juveniles in substantially the same form as attached hereto.

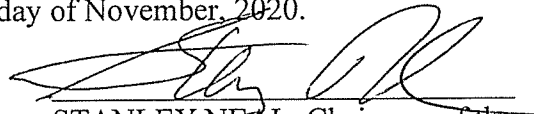
Motion made by Gerry Alley and seconded by
Andy Hester that the above resolution be adopted.

On roll call, the vote was recorded as follows:

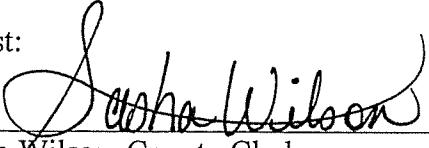
AYES: 10

NAYES:


The above Resolution was passed on the 16 day of November, 2020.


STANLEY NEAL, Chairman of the
White County Legislative Body

Attest:


Sasha Wilson, County Clerk

Approved the 16 day of November, 2020.


DENNY WAYNE ROBINSON, County Executive



**CONTRACT
BY AND BETWEEN
RUTHERFORD COUNTY JUVENILE DETENTION CENTER
AND**

This CONTRACT made and entered into on the day and date last written by and between Rutherford County Juvenile Detention Center, hereinafter called CENTER, and _____ County, hereinafter called COUNTY.

WITNESSETH

I

The Center shall provide detention care services for any juvenile ordered into its custody by the Juvenile Court of the COUNTY, provided there is sufficient space available. Detention care services shall consist of detaining the juvenile in the CENTER and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the CENTER, unless the safety and/or security of the CENTER requires otherwise.

II

The COUNTY shall, at its own expense, transport the juvenile to and from the CENTER. The COUNTY agrees that it will reimburse the CENTER for any medical expenses, beyond those for normal detention care services and enumerated in Article I of this CONTRACT, incurred on behalf of said juvenile during his/her detention at the CENTER. In the event prolonged medical care is anticipated, the CENTER will notify the COUNTY of such conditions and the COUNTY shall assume responsibility for and make arrangements for such care.

III

The COUNTY shall pay the CENTER at the rate of \$175.00 (One Hundred and Seventy Five Dollars) per day for each juvenile detained. A day shall be considered twenty-four (24) hours or any portion thereof beginning when the juvenile enters the premises of the CENTER.

IV

The COUNTY shall pay the CENTER all sums set out in Article II and III of this contract within thirty (30) days after receiving a bill for same from the CENTER; otherwise this CONTRACT shall become null and void at the option of the CENTER.

V

The COUNTY shall indemnify and hold the CENTER and Rutherford County and all of their officers, agents, employees, and servants harmless from any liability they might incur as a result of any actions, causes of action, or other matters asserted against them as result of performing under this CONTRACT. This Hold Harmless includes, but is not limited to, defending the CENTER and Rutherford County and all their officers, agents, employees, and servants in any actions brought as a result of performing under this CONTRACT and indemnifying them for any damages and expenses incurred as a result thereof.

VI

The COUNTY shall, upon notification by the CENTER, remove any juvenile placed by the COUNTY in the CENTER, if said juvenile becomes unruly or poses a threat to any employees or other juveniles at the CENTER.

VII

This CONTRACT shall take effect the day and date last written. This CONTRACT expresses the entire agreement between the parties and shall remain in effect until terminated at the request of either or both parties.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed on this _____ day of _____, 20_____.

Rutherford County
Juvenile Detention Center

By: _____
County Executive/County Mayor

Attest:

County Clerk

_____ County

By: _____
County Executive/County Mayor

Attest:

County Clerk

**AMENDMENT TO CONTRACT BY AND BETWEEN
RUTHERFORD COUNTY JUVENILE DETENTION CENTER
AND**

WHEREAS, the Rutherford County Juvenile Detention Center ("Center") and _____ ("County") entered a Contract by and between them dated the _____ day of _____, _____, (the "Contract"); and

WHEREAS, the Contract provides for the Center to provide detention care services for juveniles of the County based upon specified conditions and terms; and

WHEREAS, recently enacted regulations require the inclusion of certain language in contracts for the confinement of residents in any new contract or contract renewal; and

WHEREAS, the parties intend to make sure the Contract complies with all applicable rules and regulations, but to otherwise not change or alter the Contract between them in any manner.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Contract shall be and hereby is amended to add a new paragraph VIII as follows:

VIII.

The Center shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 *et seq.*) ("PREA") and with all applicable PREA standards and DCS policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse in facilities owned, operated, or sub-contracted by the Center. Center acknowledges that, in addition to self-monitoring requirements, DCS will conduct announced and unannounced on-site compliance monitoring. Failure to comply with PREA, PREA standards, or relevant DCS policies may result in termination of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect and unchanged.

WITNESS OUR hands as of the _____ day of _____, 20_____.

RUTHERFORD COUNTY JUVENILE
DETENTION CENTER

By: _____

Title: _____

_____ COUNTY

By: _____

Title: _____

A motion was made by Commissioner Terry Alley and seconded by Commissioner Andy Haston to approve Resolution 64-11-2020, Authorizing Execution of Interlocal Agreement with Rutherford County Juvenile Detention Center. Upon the roll being called the following voted.

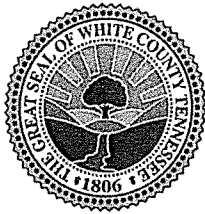
YES

NO

ABSENT

Dale Bennett
Terry Alley
Dakota White
Dillard Quick
Robert McCormick
Stanley Neal
Lonnie Crouch
Andy Haston
Roger Mason
Lanny Selby

Bobby McCulley
Lee Broyles
T.K. Austin
Cain Rogers



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 65-11-2020

RESOLUTION TO ADOPT PEACEFUL LANE AS A COUNTY ROAD

WHEREAS, the White County Planning Commission has requested that the County accept a new road, Peaceful Lane off of Charles Golden Rd.

WHEREAS, T.C.A. § 54-10-201 authorizes the White County Legislative Body to accept, adopt, and name roads in the unincorporated parts of White County.

NOW, THEREFORE, BE IT RESOLVED by the White County Legislative Body to accept the following Road into the County Road List:

- Peaceful Lane: 0.113 mile, 10 feet wide, 50 foot total right of way, District 7

Motion made by Larry Selby and seconded by Robert M. McCormick that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 10

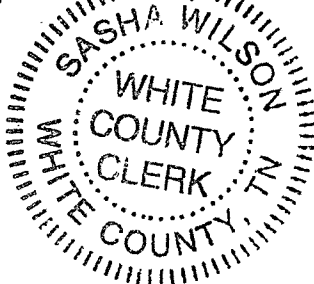
NAYES:

The above Resolution was passed on the 16 day of November, 2020.

[Signature]
Stanley Neal, Chairman of the
White County Legislative Body

Attest:

[Signature]
Sasha Wilson, County Clerk



Approved the 16 day of November, 2020.

[Signature]
Denny Wayne Robinson, County Executive


**JOHNSON DEVELOPMENT
335 RIVER FRONT DRIVE
SPARTA, TN 38583**

October 15, 2020

Clay Parker
White CO. Road Superintendent
Highway Dept.
268 Medic Dr.
Sparta, TN

Mr. Parker,

I would like to officially present to you an acceptance letter for your signature of a new road built to county standards and requirements located just off Charles Golden Road on Peaceful Lane, the new development is called Stacking Stone Homestead, please sign below for your approval.

I 

Clay Parker

White County Road Superintendent witnessed this road under

construction, from dirt work, base stone and pavement, and feel it meets all county requirements set forth to this developer.

Jeremy C. Johnson, Developer

931-607-6577

A motion was made by Commissioner Lanny Selby and seconded by Commissioner Robert McCormick to approve Resolution 65-11-2020, To Adopt Peaceful Lane as a County Road. Upon the roll being called the following voted.

YES

NO

ABSENT

Lanny Selby
Roger Mason
Andy Haston
Lonnie Crouch
Stanley Neal
Robert McCormick
Dillard Quick
Dakota White
Terry Alley
Dale Bennett

Cain Rogers
T.K Austin
Lee Broyles
Bobby McCulley



WHITE COUNTY, TENNESSEE

RESOLUTION 66-11-2020

Payment in Lieu Of Personal Property Taxes For Altium Healthcare, Inc.

Whereas, Altium Healthcare, Inc. (formerly known as Tri-State Distribution, Inc.), located at 600 Vista Drive, Sparta, Tennessee, appeared before the Industrial Development Board for White County, Tennessee, through an authorized representative, to request a payment in lieu of personal property taxes in order to solidify its business stability and continue employment of White County citizens; and,

Whereas, the Industrial Development Board for White County determined that said request was meritorious and recommended that White County, Tennessee and the City of Sparta, Tennessee accept payment in lieu of personal property taxes; specifically, that White County accept the sum of \$24,793.00 for said personal property taxes per year, and that the City of Sparta receive the sum of \$13,946.00 per year for a period of five (5) years hereafter, and to expire in the year 2025; and,

Whereas, Tri-State Distribution, Inc. is willing to assign all title and ownership to said personal property to the Industrial Development Board for White County, Tennessee, pursuant to Tennessee Code Annotated §7-53-305 in order to accomplish the payment in lieu of taxes; and,

Whereas, The Board of Commissioners for White County deem it economically in the best interest of the County to grant said payment in lieu of personal property taxes to Tri-State Distribution, Inc., accordingly.

It is Hereby resolved:

1. That Tri-State Distribution, Inc. shall pay White County the sum of \$24,793.00, beginning in the tax year 2021, for its personal property taxes and shall continue said payment in lieu of taxes each and every tax year through 2025, whereupon the personal property taxes shall be assessed and taxed without the benefit of abatement or reduction; and,

2. That Tri-State Distribution, Inc. shall pay the City of Sparta the sum of \$13,946.00, beginning in the tax year 2021, for its personal property taxes and shall continue said payment in lieu of taxes each and every tax year through 2025, whereupon the personal property taxes shall be assessed and taxed without the benefit of abatement or reduction; and,
3. That the personal property of Tri-State Distribution, Inc. be titled to the Industrial Development Board for White County, Tennessee in order to effect the payment in lieu of tax hereinabove set out; and
4. That this payment in lieu of taxes for personal property shall have no effect upon the property owners' taxes for real property.

Motion made by *Berry Alley* and seconded by *Roger Mason* that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 10

NAYS

The above resolution was passed on the 16th day of November, 2020.

Stanley Neal
Stanley Neal, Chairman,
County Legislative Body

ATTEST:
Sasha Wilson
Sasha Wilson, County Clerk



Approved the 16 day of November, 2020.

Denny Wayne Robinson
Denny Wayne Robinson, County Executive

A motion was made by Commissioner Terry Alley and seconded by Commissioner Roger Mason to approve Resolution 66-11-2020, Payment in Lieu of Personal Property Taxes for Altium Healthcare, Inc. Upon the roll being called the following voted.

YES

NO

ABSENT

Lonnie Crouch
Lanny Selby
Stanley Neal
Roger Mason
Dale Bennett
Dakota White
Terry Alley
Andy Haston
Robert McCormick
Dillard Quick

Cain Rogers
T.K Austin
Bobby McCulley
Lee Broyles

A motion was made by Commissioner Dakota White and seconded by Commissioner Dale Bennett to approve the following Notaries; Esther Bradley, Annette Whitmore, Lori Meeks, Donald Greene, Sarah Yott, Lori Dyer, Jeri Lynn McCormick, James Sparkman Jr and Regina Wilhite. Chairman Neal called for a voice vote; all members in favor of said motion.

Recognition from members of the audience: None

Old Business: None

New Business; None

A motion was made by Commissioner Roger Mason and seconded by Commissioner Terry Alley to adjourn the meeting. Chairman Neal called for a voice vote; all members in favor of said motion.