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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, October 15th, 2018 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 Neal
2. Prayer
3. Pledge
4. Roll Call
5. Approve minutes from the September 17th, 2018 Meeting
6. Spread on Minutes Quarterly Reports
7. Report of Steering Committee A
8. Report of Steering Committee B
 - A. Res 59-10-2018 Authorizing EMS contract with Caris HealthCare, LP
9. Report of Solid Waste Committee

10. Report of Budget Committee

A. Res 60-10-2018 To Amend FY19 General Fund for the Home Grant

B. Res 61-10-2018 To Amend FY19 General Fund for the Litter Control Position

C. Res 62-10-2018 To Amend FY19 General Purpose School Fund for the Dollar General Literacy Foundation

D. Res 63-10-2018 To Amend FY19 General Purpose School Fund for the State School Grant Reallocation

11. Report of Judicial Commissioner Screening Committee

A. Res 64-10-2018 Appointing 2 Judicial Commissioners

12. Spread on minutes; all committee reports

13. Notaries

14. Recognition of Members from Audience

15. Old Business

16. New Business

17. Adjournment

October 15, 2018

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on October 15, 2018 at 6:00 p.m.

Present and presiding the Hon. Stanley Neal, Chairman, Denny Wayne Robinson, County Executive, and Laura Bane, Chief Deputy Clerk, with the following commissioners present: Lanny Selby, Terry Alley, Robert McCormick, Cain Rogers, Lonnie Crouch, Dillard Quick, T.K. Austin, Dakota White, Bobby McCulley, Roger Mason, and Andy Haston. Absent were Lee Broyles and Dale Bennett.

A quorum being present the following proceedings were held.

Motion was made by Commissioner Terry Alley and seconded by Commissioner Cain Rogers to approve the minutes from the September 2018 meeting as presented. Chairman Neal called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Bobby McCulley to spread on the minutes the Quarterly reports as presented. Chairman Neal called for a voice vote, all members in favor of said motion.

Report of Steering Committee A

Motion was made by Commissioner Terry Alley and seconded by Commissioner T.K. Austin to dispense the reading of the minutes from the Steering Committee A meeting. Chairman Neal called for a voice vote, all members in favor of said motion.

Report of Steering Committee B

Motion was made by Commissioner Terry Alley and seconded by Commissioner Cain Rogers to dispense the reading of the minutes from the Steering Committee B meeting. Chairman Neal called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Terry Alley and seconded by Commissioner Andy Haston to approve Resolution 59-10-2018, Authorizing White County EMS to Contract with Caris Healthcare, LP. Upon the roll being called the following voted.

White County, Tennessee

Steering A Committee Meeting

Date: 10/1/2018

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, October 1, 2018, at the White County Courthouse. Members present were Terry Alley, Cain Rogers, Lanny Selby, Dillard Quick, Lee Broyles, and Bobby McCulley. Also present was Denny Wayne Robinsn. Absent was Lonnie Crouch.

There being a quorum present, the meeting was called to order by Denny Wayne Robinson and prayer was led by Cain Rogers.

Denny Wayne Robinson asked for approval of the minutes from the previous meeting. Terry Alley made a motion and Cain Rogers seconded the motion to approve the minutes as presented. The motion was approved.

Denny Wayne Robinson opened the floor for nominations for Chairman. Terry Alley nominated Cain Rogers. Lanny Selby made a motion and Terry Alley seconded the motion that all nominations cease and Cain Rogers be elected by acclamation. The motion was approved.

Cain Rogers opened the floor for nominations for Vice Chairman. Lanny Selby nominated Terry Alley. Lee Broyles made a motion and Bobby McCulley seconded the motion that all nominations cease and Terry Alley be elected by acclamation. The motion was approved.

Cain Rogers opened the floor for nominations for Secretary. Lee Broyles nominated Dillard Quick. Terry Alley made a motion and Bobby McCulley seconded the motion that all nominations cease and Dillard Quick be elected by acclamation. The motion was approved.

Update on Sinkhole Repair on County Ball Fields:

Denny Wayne Robinson discussed with members the locations of the sinkholes and what the county has and has not been able to do to. Dillard Quick suggested digging a ditch and laying pipe around the sinkhole. Cain Rogers suggested finding a more long-term plan than what has been done in the past. Members were informed any work that takes place is paid out of the Parks & Recreation budget. Dillard Quick offered to look at the problem with Mr. Robinson and report back to members with their findings.

Update on Rental House:

Cain Rogers asked for an update on the county's rental house. Mr. Robinson advised he did not feel the county should rent the house to private citizens. Mr. Robinsons and members discussed other options, liability, and possibly demolishing the house. Lee Broyles made a motion and Terry Alley seconded the motion to demolish the house with Mr. Robinson's final approval. The motion was approved.

White County, Tennessee

Motlow State Community College Discussion:

Mr. Robinson informed members there is a breakfast meeting on Thursday, October 4, and discussed the Motlow program.

Old Business:

Mr. Robinson informed members that this committee acts as the Parks & Recreation Board. Lee Broyles and Mr. Robinson discussed the rental of the Doyle Softball Field from the City of Doyle. Terry Alley asked about Parks & Rec grants, and Mr. Robinson discussed the process of obtaining various grants. Mr. Alley and Mr. Robinson also discussed creating a Parks & Rec Board and past issues with doing so. Members also discussed the kayak access.

Mr. Robinson informed members that this committee handles issues with county roads, including adopting a yearly road list, road name changes, road adoptions, and speed limits. The members then send those decisions to full court for vote.

New Business:

Lee Broyles discussed creating disk golf in the county.

Lee Broyles requested the use of a climate-controlled storage facility for the football team's helmets and pads so they no longer have to store them in the barn. Mr. Broyles advised they plan to get new equipment for the football team. Mr. Robinson advised he would check on another location.

Mr. Robinson discussed the county's Central Maintenance Department and the good job they do. Mr. Robinson also discussed various other responsibilities of this committee.

There being no further business, Bobby McCulley made a motion and Lee Broyles seconded the motion to adjourn the meeting. The motion was approved.

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

White County, Tennessee

Steering B Committee Meeting

Date: 10/01/2018

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, October 1, 2018, at the White County Courthouse. Members present were Andy Haston, TK Austin, Robert McCormick, Dakota White, Dale Bennett, Roger Mason and Stanley Neal. Also present were Finance Director Chad Marcum, EMS Director Mike Kerr, Landfill Director Gaylen Barlow, Sheriff Steve Page, Captain Jerry Hagan, Captain Paul Smalley, Cami Howard, and Sparta Expositor's Rima Austin.

There being a quorum present, the meeting was called to order by Commissioner Stanley Neal and prayer was led by Commissioner Roger Mason.

Commissioner Neal asked for approval of the minutes from the previous meeting. Commissioner Mason made a motion and Commissioner TK Austin seconded the motion to approve the minutes as presented. The motion was approved.

Commissioner Neal opened the floor for nominations for Chairman. Commissioner Dale Bennett nominated Commissioner Neal. Commissioner Austin made a motion and Commissioner Andy Haston seconded the motion that all nominations cease and Commissioner Neal be elected by acclamation. The motion was approved.

Chairman Neal opened the floor for nominations for Vice Chairman. Commissioner Haston nominated Commissioner Bennett. Commissioner Robert McCormick made a motion and Commissioner Dakota White seconded the motion that all nominations cease and Commissioner Bennett be elected by acclamation. The motion was approved.

Chairman Neal opened the floor for nominations for Secretary. Commissioner Haston nominated Commissioner White. Commissioner McCormick made a motion and Commissioner Austin seconded the motion that all nominations cease and Commissioner White be elected by acclamation. The motion was approved.

Virtual Telco Introduction – Jason Roberts

No one was available from Virtual Telco

White County, Tennessee

Discussion on EMS Contract – Mike Kerr

EMS Director Mike Kerr discussed a contract with Caris Home Healthcare. White County EMS transports rehab and hospice patients for Caris. According to Director Kerr, he had County Attorney John Meadows review the contract and he found everything to be in order. Director Kerr recommends sending the contract to full court. After a brief discussion, Commissioner Austin made a motion and Commissioner McCormick seconded the motion to send to full court the contract with Caris Home Healthcare. On a voice call vote all members voted in favor. Motion approved.

Discussion on Body Cams and Tower Upgrade

Sheriff Steve Page was present to discuss the Body Cam system as well as the Tower system upgrade. Sheriff Page informed the committee that he is still obtaining updated bids for the Tower system upgrade. 2017 was the last bid received for the Tower upgrade and he was not happy with the information received. According to Sheriff Page, the current system is obsolete and the tower will require a full upgrade of the system. Cami Howard informed the committee that Montgomery Technology Solutions is the only bid the Sheriff's department has at this time and she would like to provide the County Commission with more options. Ms. Howard states that she has several inquiries out and she is waiting to hear back from those. Chairman Neal did ask if the Sheriff's Department was asking for additional funds in their budget to fund these upgrades. Ms. Howard deferred to Financial Director Marcum who did explain to the committee that a portion of the excess state inmate funds have been appropriated in this year's budget to fund both the Tower upgrade and Body Cam System. However Sheriff Page stated he was not ready to present the Body Cam System upgrade to the committee as this was a subject that was still being discussed. Ms. Howard further explained to the committee that the Body Cam System upgrade would be a \$68,000 expense and she is still auditing the current system.

Sheriff Page discussed with the committee the jail overcrowding issue. He would like to implement an Ankle Bracelet program for non-violent misdemeanor offenders. Sheriff Page states that he can monitor the program with his current staff "in-house" and not outsource the monitoring. Our jail is certified to house 165 inmates and we currently have 208 in custody. Sheriff Page states he believes this is our only option and if this program works, he can possibly have 90 inmates out of the jail. Cami Howard states that we currently have 45 inmates who qualify as non-violent misdemeanor offenders. She further states she would like to use Video Visitation, Inmate Calling and Commissary revenues to fund the up-front cost of the program. The committee had a detailed discussion regarding the cost to house an inmate versus the cost of the ankle bracelet program, details of the proposed program in regard to the specific process an inmate would be selected, as well as various ideas to help eliminate county liability and jail overcrowding. After the discussion, Dale Bennett made a motion and TK Austin seconded the motion to send to the budget committee funding for the Ankle Bracelet Program for non-violent misdemeanor offenders. On a voice call vote, all members voted in favor. Motion approved.

White County, Tennessee

Chairman Neal asked the committee for any old business

There was none.

Chairman Neal asked the committee for any new business

Chairman Neal discussed with the committee a request from Judicial Commissioner Jeanine Horton. She is requesting an increase in pay with her new 4 year appointment. The committee also discussed the job requirements, hours and current salary for the Judicial Commissioner position. The annual salary of \$28,523.00 is appropriated in the budget and is in line with other clerk positions throughout the county, therefore no action was taken at this time.

Sheriff Page discussed the SRO program with the committee stating that he has had very little help as far as equipment for those officers. The radio(s) needed are \$900.00 each and the firearm(s) are \$500.00 each. In addition, the Sherriff's department has provided uniforms and older vehicles and has only received \$1500.00 from the school system for training. Sheriff Page feels that it was part of the school system's responsibility to help equip the officers. The school board has allocated money from the closing of Central View School to fund the salary of the SRO officers 10 out of the 12 months per calendar year. There was also a \$150,000.00 grant received from the state to fund various safety upgrades at the schools including camera system(s) and updated entry ways to include door replacements.

The next meeting will be November 5th, 2018 at 5:30pm.

There being no further business, Dakota White made a motion and Roger Mason seconded the motion to adjourn. The motion was approved.



WHITE COUNTY, TENNESSEE

**RESOLUTION NO. 59-10-2018
AUTHORIZING WHITE COUNTY EMS
TO CONTRACT WITH CARIS HEALTHCARE, LP**

WHEREAS, White County operates a licensed ambulance service as White County EMS; and

WHEREAS, Caris HealthCare, LP operates a licensed hospice program for citizens in need of such service; and

WHEREAS, Often Caris HealthCare, LP is in need of White County EMS to offer qualified and professional assistance and/or transportation of patients.

NOW THEREFORE BE IT RESOLVED, by the White County Legislative Body, meeting in a regularly scheduled meeting, approve and authorize the White County Executive, or designee, to enter into an agreement with Caris Healthcare, LP for services.

BE IT FURTHER RESOLVED, the White County Legislative Body also acknowledges and approves the attached contract and the price list. The public's health and safety dependent upon it.

Motion made by Terry Alley and seconded by Andy Haston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

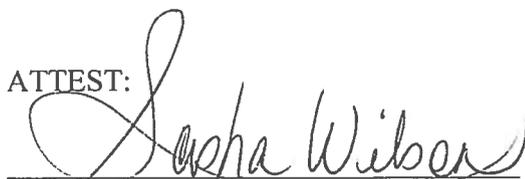
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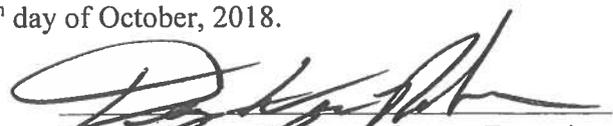
The above resolution was passed on the 15th day of October, 2018.


Stanley Neal, Chairman
County Legislative Body

ATTEST:


Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny Wayne Robinson, County Executive

AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT (the "Agreement") is made and entered into this 30th day of September, 2018 (the "Effective Date") by and between **Caris Healthcare, LP** ("Hospice") and **White County EMS** ("Provider").

RECITALS

A. WHEREAS, Hospice operates a licensed hospice program that is committed to the mission, vision, and values set forth in the attachment entitled "Caris Healthcare Mission, Vision, and Values."

B. WHEREAS, Provider is a duly licensed transport provider that is certified to participate in the Medicare and Medicaid programs.

C. WHEREAS, Hospice desires to engage Provider, and Provider desires to be engaged, to provide Services (as the term is defined below) to Hospice patients, in accordance with the Hospice's mission, vision, and values and the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Responsibilities of Provider.

(a) Provision of Services.

(i) Services. At the request of an authorized Hospice staff member, Provider shall provide ambulance and non-emergency transport services, including non-medical wheelchair transportation, to Hospice patients referred to Provider by Hospice ("Services"). Services shall be delivered in accordance with the patient's plan of care.

(ii) Supplies and Equipment. Provider shall provide, properly maintain, and service all supplies, equipment, and vehicles required for the provision of Services.

(iii) Availability. Provider shall be available to provide Services during regular business hours and, if necessary, on a 24-hour basis; and shall maintain sufficient personnel who have the requisite training, skills, and experience to meet this obligation.

(iv) Pick-Up. Provider shall provide Services on a timely basis. Provider and Hospice shall establish a mutually agreeable schedule for Provider to pick up Hospice patients in need of transport.

(b) Professional Standards and Credentials.

(i) Professional Standards. Provider shall ensure that all Services are provided in a safe and effective manner by qualified personnel. Services shall meet or exceed the current standards for providers of such Services and shall be in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements, including those relating to patient health and safety.

(ii) Credentials.

[a] Licensure. Provider represents and warrants that it has and will maintain in good standing during the term of this Agreement all federal, state, and local licenses, registrations, and certifications required by law to provide Services. Upon Hospice's request, Provider shall provide Hospice with evidence of such licenses, registrations, and certifications.

[b] Background Checks. Provider shall obtain criminal background checks on all employees who have direct contact with Hospice patients or access to Hospice patients' records. Unless state law specifies otherwise, Provider shall obtain the background check within three months of the date of employment for all states that the individual has lived or worked in the past three years. If an employee must obtain a background check as a condition of the employee's licensure, Provider is not obligated to obtain an additional background check as long as the employee's license is current.

[c] Qualifications of Personnel. Personnel who provide Services shall be reasonably acceptable to Hospice. Provider represents and warrants that personnel providing Services: [i] are duly licensed, credentialed, certified, and/or registered as required under applicable state laws; [ii] possess the education, skills, training, and other qualifications necessary to provide Services; and [iii] based on criminal background checks conducted by Provider, are eligible to provide Services and have not been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals. Provider shall ensure that its personnel keep current with these qualifications. Upon Hospice's request, Provider shall provide Hospice with proof of an individual's qualifications to provide Services.

[d] Disciplinary Action. Provider represents and warrants that neither it nor any of its personnel is under suspension or subject to any disciplinary proceedings by any agency having jurisdiction over professional activities of Provider or its personnel and is not under any formal or informal investigation or preliminary inquiry by such department or agency for possible disciplinary action.

[e] Exclusion from Medicare or Medicaid. Provider represents and warrants that neither Provider nor its personnel has been, at any time, excluded from participation in any federally funded health care program including, without limitation, Medicare or Medicaid; nor has been convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

(c) Authorization of Services. Provider shall provide Services to Hospice patients only with the authorization of designated personnel of Hospice. Provider shall confirm coverage of Services by contacting Hospice prior to supplying Services.

(d) Quality Assessment and Performance Improvement Activities. Provider shall cooperate with Hospice in its hospice-wide quality assessment and performance improvement activities. Components of the quality assessment and performance improvement program include: (i) data collection; (ii) reporting adverse patient events, analyzing their causes, and implementing preventive actions and mechanisms; and (iii) taking actions to improve performance. Upon request, Hospice shall provide Provider with a description of its quality assessment and performance improvement program and information on relevant performance improvement projects. Third party payors may also impose their own utilization management or quality assurance requirements which Provider must meet. Cooperating in such activities shall not constitute a waiver of any legal privileges or rights that may apply to the information that is shared. Hospice shall maintain the confidentiality of such information in whatever form it is provided.

(e) Coordination of Care. Provider shall participate in any meetings, when requested, for the coordination, supervision, and evaluation by Hospice of the provision of Services. Hospice and Provider shall communicate with one another regularly and as needed for each particular Hospice patient.

(f) Policies and Procedures. In providing Services, Provider shall abide by patient care protocols, patients' plans of care, and applicable Hospice policies and procedures. Provider shall incorporate into its orientation of staff the information related to infection control and the hospice philosophy, which are attached as Exhibit A. Provider shall maintain documentation of staff attendance at orientation and the content of the training, and shall provide Hospice with such documentation upon request.

(g) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services, or any investigation initiated by any governmental agency, or any litigation commenced against Hospice, Provider shall fully cooperate with Hospice in an effort to respond to and resolve the same in a timely and effective manner. Provider shall also cooperate fully with any insurance company providing protection to Hospice in connection with investigations. In this connection, Provider shall notify Hospice promptly of any inquiries, claims and investigations, and cooperate fully with the directions of Hospice with respect thereto.

2. Responsibilities of Hospice.

(a) Professional Management Responsibility.

(i) Compliance with Law. Hospice shall retain responsibility as the care provider to all Hospice patients and family units, pursuant to the Medicare Conditions of Participation for Hospice Care and state and local laws and regulations. This includes admission and/or discharge of patients, patient and family assessments, reassessments, establishment of

Hospice plan of care, authorization of all services, and management of the care through interdisciplinary team meetings.

(ii) Coordination and Evaluation. Hospice shall retain responsibility for coordinating, evaluating, and administering the hospice program, as well as ensuring the continuity of care of Hospice patients, which shall include coordination of Services. Methods used to evaluate the care may include: [a] periodic supervisory visits; [b] review of the qualifications of personnel providing Services; [c] review of documentation; [d] evaluation of the response of a Hospice patient to the plan of care; [e] discussion with patient and patient's caregivers; [f] patient evaluation surveys; and [g] quality improvement data.

(b) Hospice Care Training. Hospice shall ensure that Provider's staff who have contact with Hospice patients and families receive orientation about the hospice philosophy as well as education regarding infection control. Provider's staff shall receive in-service training and education programs as necessary to facilitate the provision of safe and effective care to Hospice patients.

(c) Designation of Hospice Representative. For each Hospice patient, Hospice shall designate a registered nurse, who will be responsible for coordinating and supervising services provided to a Hospice patient and available 24 hours per day, 7 days per week, for consultation with Provider concerning a Hospice patient's plan of care. The Hospice representative shall monitor Provider and be available to provide information to Provider regarding the provision of Services and to coordinate the periodic evaluation of patient progress and outcomes of care upon request.

(d) Provision of Information. Hospice shall provide for the ongoing sharing of information with Provider and shall provide Provider with the information necessary to render Services in accordance with this Agreement, the Hospice patient's plan of care, assessments, treatment planning, and care coordination. Hospice shall notify Provider of patient's coverage status for Services.

(e) Policies and Procedures. Hospice shall provide Provider with copies of Hospice's policies and procedures applicable to the provision of Services and shall meet with Provider to review such policies and procedures, as necessary. Current Hospice policies on infection control and the hospice philosophy are available as needed upon request.

(f) Cooperation with Complaints. In the event of any complaint filed by or with respect to a Hospice patient receiving Services or any investigation initiated by any governmental agency or any litigation commenced against Provider, Hospice shall fully cooperate with Provider in an effort to respond to and resolve the same in a timely and effective manner. Hospice shall also cooperate fully with any insurance company providing protection to Provider in connection with investigations. In this connection, Hospice shall notify Provider promptly of any inquiries, claims, and investigations.

3. Billing and Payment.

(a) Covered Hospice Patients. Within 10 calendar days of the end of the month and within at least 30 days of providing Services, Provider shall submit to Hospice an

accurate and complete statement of Services provided to Hospice patients who are eligible for and elect to receive the hospice benefit under Medicare and/or Medicaid, and any other patients Hospice designates to receive Services at Hospice's expense (collectively, "Covered Hospice Patients"). The statement shall include information usually provided to third-party payors to verify services and charges including, but not limited to: The name of the Covered Hospice Patient; a description of the Services provided; the date Services were provided; the total charges to Hospice for each Covered Hospice Patient; and any other information requested by Hospice. Hospice shall pay Provider within 30 days after receipt of a final and complete statement. Payment by Hospice with respect to such bills shall be considered final, unless adjustments are requested in writing by Provider within 30 days of receipt of payment. Hospice shall have no obligation to pay Provider for any Services if Hospice does not receive a bill for such Services within 120 days following the date on which the Services were rendered. All charges shall be made in accordance with the rate payment schedule set forth in Exhibit A

(b) B. Unless otherwise requested by Hospice, Provider shall not seek direct payment for Services from any Hospice patient identified to Provider as a Covered Hospice Patient.

(c) Non-Covered Hospice Patients. Provider may bill usual and customary charges for all Services provided under this Agreement directly to Hospice patients who are not Covered Hospice Patients or their applicable third-party payor. Provider shall not seek payment from Hospice in the event of default of financial obligations on the part of a Hospice patient or third-party payors. Hospice will, to the extent permitted by law, provide Provider with any information it may reasonably require to obtain payment from any payor or other permissible payment source.

(d) Limitation on Hospice's Financial Responsibility. Hospice shall bear no financial responsibility, obligation, or other liability to reimburse Provider for any charges, costs, expenses, or other fees for services provided to Hospice patients who are not Covered Hospice Patients; that are not in conformity with the plan of care for a given Covered Hospice Patient; and/or that are provided without the prior authorization of Hospice.

(e) Rates. Except as otherwise set forth in this Agreement, Provider shall accept the rates set forth in Exhibit A as payment in full for Services provided to Covered Hospice Patients. The rates represent fair market value and do not take into account the volume or value of referrals.

4. Insurance and Hold Harmless.

(a) Insurance. Each party shall obtain and maintain appropriate professional liability, commercial general liability, workers' compensation and employer's liability, and comprehensive auto liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of Provider's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting

party in a timely manner. Provider shall ensure that Hospice receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.

(b) Mutual Hold Harmless. Each party shall be responsible for the acts and omissions of itself and its employees and subcontractors and neither party agrees to indemnify any other party for any such act or omission; provided, however, that this Agreement shall not constitute a waiver by any party of any rights to indemnification, contribution, or subrogation which such party may have by operation of law.

5. Records.

(a) Creation and Maintenance of Records. Provider shall prepare and maintain complete and detailed records concerning each Hospice patient receiving Services under this Agreement in accordance with prudent recordkeeping procedures and as required by applicable federal and state laws and regulations and Medicare and Medicaid program guidelines. Provider shall retain such records for six years from the date of discharge of each Hospice patient or such other time period as required by applicable federal and state law. Each record shall completely, promptly, and accurately document all Services provided to, and events concerning, each Hospice patient. Each record shall document that the specified services are furnished in accordance with this Agreement and shall be readily accessible and systemically organized to facilitate retrieval by either party. Provider shall cause each entry made for Services provided to be signed and dated by the person providing such Services.

(b) Access by Hospice. Provider shall permit Hospice or its authorized representative, upon reasonable notice, to review and make photocopies of records maintained by Provider relating to the provision of Services including, but not limited to, clinical records and billing and payment records. This section shall survive the termination of this Agreement.

(c) Inspection by Government. In accordance with 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. § 420.300, et seq., Provider shall make available, until the expiration of five years from the termination of this Agreement, upon written request, to the Secretary of Health and Human Services of the United States, and upon request, to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any of its books, documents, and records that are necessary to certify the nature and costs of Medicare-reimbursable services provided under this Agreement. If and to the extent Provider carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of \$10,000 or more over a 12-month period, then Provider shall ensure that the subcontract contains a clause comparable to the clause in the preceding sentence. Nothing contained in this section shall be construed as a waiver by either party of any legal rights of confidentiality with respect to patient records and proprietary information.

(d) Destruction of Records. Provider shall take reasonable precautions to safeguard records against loss, destruction, and unauthorized disclosure.

6. Confidentiality. Each party acknowledges that as part of its performance under this Agreement, it may be required to disclose to the other party certain information pertaining to Hospice patients (collectively, "Patient Information") and may also be required to disclose to the

other party certain business or financial information (collectively, with the Patient Information, the "Confidential Information"). Each party agrees that it shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person. A party that discloses Confidential Information shall be entitled to injunctive relief to prevent a breach or threatened breach of this section, in addition to all other remedies that may be available. This section shall survive termination of this Agreement.

7. Term and Termination.

(a) Term. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall automatically renew for successive one-year terms, unless sooner terminated as provided below.

(b) Termination.

(i) Without Cause. This Agreement may be terminated by either party for any reason after the Initial Term by providing at least 90 days' prior written notice to the other party.

(ii) Mutual Written Agreement. This Agreement may terminate at any time after the Initial Term upon written agreement of the parties.

(iii) For Cause. Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party breaches this Agreement and fails to cure such breach within such 30-day period.

(iv) Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, any party's right to reimbursement from third-party payors or any other legal right of any party to this Agreement, the affected party may, by written notice to the other party, propose such modifications to this Agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this Agreement, either party may terminate this Agreement by providing at least 30 days' notice to the other party.

(v) Immediate Termination. Notwithstanding the above, Hospice may immediately terminate this Agreement if:

[a] Failure to Possess Qualifications. Provider or its personnel are excluded from any federal health program or no longer possess the necessary qualifications, certifications, and/or licenses required by federal, state, and/or local laws to provide Services.

[b] Liquidation. Provider commences or has commenced against it proceedings to liquidate, windup, reorganize, or seek protection, relief, or a

consolidation of its debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

[c] Failure to Have Insurance. Provider ceases to have any of the insurance required under this Agreement.

[d] Threats to Health, Safety or Welfare. Provider fails to perform its duties under this Agreement and Hospice determines in its full discretion that such failure threatens the health, safety, or welfare of any patient.

[e] Commission of Misconduct. Provider commits an act of misconduct, fraud, dishonesty, misrepresentation, or moral turpitude involving Hospice or its patients.

(c) Effect of Termination on Availability of Services. In the event this Agreement is terminated, Provider shall work with Hospice in coordinating the continuation of Services to existing Hospice patients and shall continue to provide Services to Hospice patients after this Agreement is terminated, if Hospice determines that removing Services would be detrimental to Hospice patients. In such case, Services shall continue to be provided in accordance with the terms set forth in this Agreement. This section shall survive termination of this Agreement.

8. Notification of Material Events. Provider shall immediately notify Hospice of:

(a) Ownership Change. Any change in 10% or more of its ownership.

(b) Business Address Change. Any change in business address.

(c) Licensure Actions. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations or reports of action by federal or state officials against Provider or its personnel.

(d) Exclusion. Any threatened, proposed, or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.

(e) Insurance. The cancellation or modification of any of the insurance coverage Provider is required to have under this Agreement.

(f) Liquidation. The commencement of any proceeding to liquidate, windup, reorganize, or seek protection, relief, or a consolidation of Provider's debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

(g) Violations Involving Mistreatment, Neglect or Abuse. All alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone

furnishing services on behalf of Hospice, to the extent that Provider or Provider's personnel has knowledge of such events.

(h) Patient Grievances. A Hospice patient's grievance regarding treatment or care that is (or fails to be) furnished and the lack of respect for property by anyone who is furnishing services on behalf of Hospice.

9. Nondiscrimination. The parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, or national origin in any manner prohibited by federal or state laws.

10. Independent Contractor. In performance of the services discussed herein, Hospice and Provider shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent, or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

11. Use of Name or Marks. Neither Hospice nor Provider shall have the right to use the name, symbols, trademarks, or service marks of the other party in advertising or promotional materials or otherwise without receiving the prior written approval of such other party; provided, however, that one party may use the name, symbols, or marks of the other party in written materials previously approved by the other party for the purpose of informing prospective Hospice patients and attending physicians of the availability of the services described in this Agreement.

12. Miscellaneous Provisions.

(a) Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

(b) Severability. This Agreement is severable, and in the event that any one or more of the provisions hereof shall be deemed invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) Headings. The descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(d) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Tennessee.

(e) Nonassignability. Provider shall not assign or transfer, in whole or in part, this Agreement or any of Provider's rights, duties or obligations under this Agreement without the prior written consent of Hospice, and any assignment or transfer by Provider without such consent shall be null and void.

(f) Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) No Third-Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

(i) Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes, or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

(j) No Requirement to Refer. This Agreement is not intended to influence the judgment of any physician or provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of residents. Neither Provider nor Hospice shall receive any compensation or remuneration for referrals.

(k) Nonexclusive Agreement. This Agreement is intended to be nonexclusive, and either party may use any provider for the same or similar services.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

(m) Notices. All notices or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

TO: HOSPICE
Caris Healthcare, LP
BY: National Hospice, Inc.
ITS: General Partner
10651 Coward Mill Road
Knoxville, TN 37931
Attn: Paul Saylor, President and CEO

TO: PROVIDER
White County EMS
280 Medic Drive
Sparta, TN 38583
Attn: Mike Kerr, Director

(n) Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

The parties have executed this Agreement as of the day, month and year first written above.

HOSPICE:
Caris Healthcare, LP
By: National Hospice, Inc.
Its: General Partner

By: _____
Name: Paul Saylor
Title: President and CEO

PROVIDER:
White County EMS

By: _____
Name: Mike Kerr
Title: Director

ATTACHMENT

CARIS HEALTHCARE
MISSION, VISION, AND VALUES

Vision
Committed to being your world class hospice
Mission
Hospice care with grace
Values
<ul style="list-style-type: none">● Compassion – Be compassionate to patients and families● Accountability – Know and do what is expected● Respect – Always treat everyone with respect● Integrity – Always do the right thing● Service – Behave in a professional manner

HealthcareValues Hotline

Caris Healthcare has established the HealthcareValues Line, a confidential hotline for compliance questions and concerns. The number for the HealthcareValues Line is (800) 273-8452.

EXHIBIT A
LISTING OF SERVICES AND RATES

A0425	Ground mileage
A0426	Advance Life Support (ALS) non-emergency
A0427	Advance Life Support (ALS) emergency
A0428	Basic Life Support non-emergency
A0429	Basic Life Support emergency

Rates will be billed at current Medicare rates for Ambulance Fee Schedule listed on the CMS.gov website <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AmbulanceFeeSchedule/afspuf.html> for the HCPCS codes included above.

White County, Tennessee

Solid Waste Committee Meeting

Date: 10/01/2018

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, October 1st, 2018 immediately following Steering Committee B at the White County Courthouse. Members present were Andy Haston, TK Austin, Robert McCormick, Dakota White, Dale Bennett, Roger Mason and Stanley Neal. Also present were Dillard Quick, Lanny Selby, Bobby McCulley, Cain Rogers, Lee Broyles, Terry Alley, Karen LaFever, Landfill Director Gaylen Barlow, Finance Director Chad Marcum, County Executive Denny Robinson and Sparta Expositor's Rima Austin.

There being a quorum present, the meeting was called to order by Executive Robinson. Mr. Robinson asked for approval of the minutes from the previous meeting. Commissioner Roger Mason made a motion and Commissioner TK Austin seconded the motion to approve the minutes as presented.

Executive Robinson opened the floor for nominations for Chairman. Commissioner Austin nominated Commissioner Dale Bennett. Commissioner Robert McCormick made a motion and Commissioner Andy Haston seconded the motion that all nominations cease and Commissioner Bennett be elected by acclamation. The motion was approved.

Chairman Bennett opened the floor for nominations for Vice Chairman. Commissioner Stanley Neal nominated Commissioner Robert McCormick. Commissioner Austin made a motion and Commissioner Haston seconded the motion that all nominations cease and Commissioner McCormick be elected by acclamation. The motion was approved.

Chairman Bennett opened the floor for nominations for Secretary. Commissioner Neal nominated Commissioner Mason. Commissioner Dakota White made a motion and Commissioner McCormick seconded the motion that all nominations cease and Commissioner Mason be elected by acclamation. The motion was approved.

White County, Tennessee

Directors Report and Engineer's Report

County Executive Robinson updated the new solid waste committee on the status of the landfill and convenience centers to include both the director's report and engineer's report. He discussed current resolutions, the status of our cell(s) contained within the landfill and an overview of terms often used when discussing solid waste. Mr. Robinson further discussed our relationship with TriAD Environmental, our engineering firm, as well as our relationship with the Tennessee Department of Environment and Conservation (TDEC) and their requirements.

Executive Robinson gave a brief overview of the Solid Waste Budget. He stated that the Solid Waste User Fee funds the solid waste budget and no tax dollars are used. Mr. Robinson went on to say that since its inception in 1997, the solid waste user fee has never been increased.

Executive Robinson discussed our current tire situation. The State Waste Tire disposal fee is \$1.50 per tire. The County receives a \$1.00 per tire and \$.50 stays with the state. Based on the honor system from commercial tire businesses, White County receives approximately \$20,000 annually which is supposed to offset our tire disposal fee. However our tire disposal fee is approximately \$40,000 annually. The \$20,000.00 difference is attributed to Commercial Businesses charging per tire when collecting the disposal fee and Liberty Tire with whom the county is currently contracted with charges by weight.

Executive Robinson updated the committee on recyclables. Currently, the county recycles metal, cardboard, paper, oil and antifreeze. The county does not have a buyer for plastics at this time and has been unable to give them away. We are currently looking for a company to partner with to recycle plastics.

Mr. Robinson discussed the property the county owns that makes up the landfill which is approximately 165 acres, future plans for permitting a new cell and the current cost associated with transferring trash out of the county. Finance Director Marcum discussed the financial liability associated with the landfill.

Landfill Director Barlow ask the committee to please keep in mind that the county's trash intake has increased significantly and continues to do so on an annual basis. He stated that the landfill took in 65 truckloads today alone.

Chairman Bennett asked the committee for any old business:

There was none.

Chairman Bennett asked the committee for any new business:

There was none.

Next meeting will be November 5th, 2018 following Steering Committee B.

There being no further business, Commissioner Neal made a motion and Commissioner White seconded the motion to adjourn. The motion was approved.

White County, Tennessee

Budget Committee Meeting

Date: 10/01/2018

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Budget Committee met on Monday, October 1, 2018 following the Solid Waste Committee meeting at the White County Courthouse. Members present were Mr. Cain Rogers, Mr. Stanley Neal, Mr. Roger Mason, Mr. Dillard Quick, and Mr. Denny Wayne Robinson. Also present were Mr. Chard Marcum, Mr. TK Austin, Mr. Andy Haston, Mr. Bobby McCulley, and Ms. Rima Austin of the Sparta Expositor.

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

Mr. Rogers asked for approval of the minutes from the August 6, 2018 meeting. Mr. Mason made a motion and Mr. Robinson seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

Mr. Rogers opened the floor for nominations for Chairman. Mr. Neal nominated Mr. Rogers. Mr. Robinson made a motion and Mr. Quick seconded the motion that all nominations cease and Mr. Rogers be elected by acclamation. On a voice vote, the motion was unanimously approved.

Mr. Rogers opened the floor for nominations for Vice Chairman. Mr. Robinson nominated Mr. Mason. Mr. Neal made a motion and Mr. Quick seconded the motion that all nominations cease and Mr. Mason be elected by acclamation. On a voice vote, the motion was unanimously approved.

The committee considered a General Fund budget amendment in the amount of \$7,623 to close out the 2013 HOME Grant program funded through the Tennessee Housing Development Agency. Mr. Robinson made a motion and Mr. Mason seconded the motion to approve the amendment as presented and recommend its passage by the full county commission. On a voice vote, the motion was unanimously approved.

The committee considered a General Fund line item budget amendment in the amount of \$10,700 to reallocated funds for the White County Health Department. Mr. Quick made a motion and Mr. Neal seconded the motion to approve the amendment as presented. On a voice vote, the motion was unanimously approved.

The committee considered a General Fund budget amendment in the amount of \$21,287 to reclassify funding for one Guard position from Corrections to Waste Pickup. This reduction in positions has been approved by Sheriff Steve Page, as he no longer wishes to oversee the litter control crews. Mr. Mason made a motion and Mr. Neal seconded the motion to approve the amendment as presented and recommend its passage by the full county commission. On a voice vote, the motion was approved.

The committee considered a General Purpose School Fund budget amendment in the amount of \$188,391.65 (\$29,611.65 – Family Resource Center Grant; \$113,410.00 – School Safety Grant;

White County, Tennessee

\$45,370.00 – Safe Schools Grant) to reclassify grant funded expenditures in conformance with State of Tennessee Department of Education requirements. Mr. Neal made a motion and Mr. Mason seconded the motion to approve the amendment as presented and recommend its passage by the full county commission. On a voice vote, the motion was unanimously approved.

The committee considered a General Purpose School Fund budget amendment in the amount of \$4,000 to recognize a grant received from the Dollar General Literacy Foundation. Mr. Robinson made a motion and Mr. Mason seconded the motion to approve the amendment as presented and recommend its passage by the full county commission. On a voice vote, the motion was unanimously approved.

The committee considered nine (9) School Federal Projects Fund budget amendments as follows:

1. Subfund 801: \$6,254.00 for equipment reallocation
2. Subfund 431: \$2,500.00 for Read to Be Ready
3. Subfund 432: \$2,500.00 for Read to Be Ready
4. Subfund 720: \$253.36 for FY18 Carryover
5. Subfund 102: \$228,346.27 for FY18 Carryover
6. Subfund 201: \$11,596.21 for FY19 allocation changes
7. Subfund 912: \$1,574.52 for FY18 Carryover and FY19 allocation changes
8. Subfund 901: \$136,330.72 for FY18 Carryover and FY19 allocation changes
9. Subfund 501: \$10,055.69 for FY19 allocation changes

Mr. Neal made a motion and Mr. Robinson seconded the motion to approve the amendments as presented, contingent upon White County School Board approval. On a voice vote, the motion was unanimously approved.

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

Mr. Rogers asked the committee for any new business:

Coming from Steering Committee B, the committee discussed Sheriff Page's plan to implement an ankle bracelet program for non-violent offenders in an effort to reduce jail overcrowding. After several minutes of discussion, it was the consensus of the committee that no additional appropriations were required at the time and therefore the program was not a budget issue at the present time. The committee took no formal action on the matter.

After discussion, the next meeting was set for Monday, November 5, 2018 following the Solid Waste Committee.

There being no further business, Mr. Robinson made a motion and Mr. Mason seconded the motion to adjourn. On a voice vote, the motion was unanimously approved.

Chairman, Budget Committee

Secretary, Budget Committee

YES

NO

ABSENT

Dillard Quick
Terry Alley
Stanley Neal
Andy Haston
Dakota White
Cain Rogers
Lonnie Crouch
Bobby McCulley
Roger Mason
T.K Austin
Lanny Selby
Robert McCormick

Lee Broyles
Dale Bennett

Report of Solid Waste Committee

Motion was made by Commissioner Terry Alley and seconded by Commissioner T.K Austin to dispense the reading of the Solid Waste Committee Report. Chairman Neal called for a voice vote, all members in favor of said motion.

Report of Budget Committee

Motion was made by Commissioner T.K Austin and seconded by Commissioner Roger Mason to dispense the reading of the minutes of the Budget Committee. Chairman Neal called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Bobby McCulley to approve resolution 60-10-2018, Resolution to Amend Fiscal Year 2019 General Fund. Upon the roll being called the following voted.

YES

NO

ABSENT

Lanny Selby
Terry Alley
Robert McCormick
Cain Rogers
Lonnie Crouch
Dillard Quick
Stanley Neal
T.K Austin
Dakota White
Bobby McCulley
Roger Mason
Andy Haston

Lee Broyles
Dale Bennett



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 60-10-2018
RESOLUTION TO AMEND FISCAL YEAR 2019 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 appropriate funds for close out of the 2013 HOME Grant Program funded by Tennessee Housing Development Agency.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	47180	Community Development		7,623	
Increase	58130-399	Housing and Urban Devlp.	Other Contracted Services		7,623
				<u>7,623</u>	<u>7,623</u>

Motion made by Cain Rogers and seconded by Bobby McCulloch that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 12
NAYES: 0

The above Resolution was passed on the 15th day of October, 2018.


Stanley Neal, Chairman of the
White County Legislative Body

Attest: Sasha Wilson
Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 61-10-2018
RESOLUTION TO AMEND FISCAL YEAR 2019 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 reclassify funding for one Guard position from Corrections to Waste Pickup. This reduction in positions has been approved by Sheriff Steve Page, as evidenced by the signed affidavit attached, and thereby incorporated into, this resolution.

Description	Account	Major Category	Line Item	Debit	Credit
Decrease	54210-160	Jail	Guard(s)	18,674	
Decrease	54210-201	Jail	Social Security	1,158	
Decrease	54210-204	Jail	State Retirement	1,184	
Decrease	54210-212	Jail	Employer Medicare	271	
Increase	55731-189	Waste Pickup	Other Salaries and Wages		18,674
Increase	55731-201	Waste Pickup	Social Security		1,158
Increase	55731-204	Waste Pickup	State Retirement		1,184
Increase	55731-212	Waste Pickup	Employer Medicare		271
				21,287	21,287

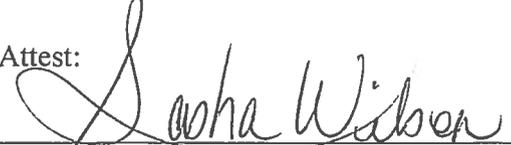
Motion made by Terry Alley and seconded by TK Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 12
NAYES: 0

The above Resolution was passed on the 15th day of October, 2018.


Stanley Neal, Chairman of the
White County Legislative Body

Attest: 
Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny Wayne Robinson, County Executive

Motion was made by Commissioner Terry Alley and seconded by Commissioner T.K Austin to approve resolution 61-10-2018, Resolution to Amend Fiscal Year 2019 General Fund. Upon the roll being called the following voted.

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

Motion was made by Commissioner Roger Mason and seconded by Commissioner T.K Austin to approve Resolution 62-10-2018, Resolution to Amend Fiscal Year 2019 General Purpose School Fund. Upon roll being called the following voted.

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

Motion was made by Commissioner Bobby McCulley and seconded by Commissioner Roger Mason to approve Resolution 63-10-2018, Resolution to Amend Fiscal Year 2019 General Purpose School Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
Dillard Quick		Lee Broyles
Roger Mason		Dale Bennett
Stanley Neal		

AFFIDAVIT OF SHERIFF ACKNOWLEDGING CONSENT
FOR REDUCTION IN NUMBER OF EMPLOYEES

STATE OF TENNESSEE)
COUNTY OF WHITE)

The Affiant being duly sworn, eposes and states as follows:

1. That my name is Steve Page, the duly elected and acting Sheriff of White County, Tennessee.
2. That pursuant to T.C.A. § 8-24-103(a)(1), I understand that the county legislative body is required by law to fund authorized expenses fixed by law for the operation of the sheriff's office, including the salary of all the sheriff's deputies; and further understand that pursuant to T.C.A. § 8-20-120, no governing body shall adopt a budget absent the consent of the sheriff, which reduces below current levels the salaries and number of employees in the sheriff's department.
3. That I am executing this affidavit for purposes of acknowledging my consent, as the Sheriff of White County, Tennessee, for an amendment to be made to 2018-2019 budget allocation to the White County Sheriff's Department which will reduce the number of employees funded by the County. Specifically, I consent to an amendment being made to the 2018-2019 budget allocation to the Sheriff's Department to eliminate one (1) correctional officer position funded by the County.
4. I further acknowledge that my consent to this reduction of one correctional officer position reduces the total number of correctional officers to be funded pursuant to the agreement and settlement reached in Oddie J. Shoupe, as Sheriff of White County, Tennessee vs. Denny Wayne Robinson, County Executive for White County, Tennessee in White County Circuit Court Case No. 2737 and that by executing this affidavit, I waive and fully release the County Executive and White County, Tennessee for any and all potential claims, of whatever nature, related to the same.
5. That I am voluntarily signing this affidavit of my own free will and I am not acting under duress, menace, fraud, the undue influence of any person, or any other restraint.

FURTHER AFFIANT SAYETH NOT.

Witness my hand, this the 5 day of October, 2018.

Steve Page
STEVE PAGE, WHITE COUNTY SHERIFF

Sworn to and subscribed before me by STEVE PAGE, whose signature is affixed hereto on this 5 day of October, 2018.

[Signature]
Notary Public

My Commission Expires: 6-18-19





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 62-10-2018

RESOLUTION TO AMEND FISCAL YEAR 2019 GENERAL PURPOSE SCHOOL FUND

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

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

IT IS HEREBY RESOLVED to appropriate grant funding received from the Dollar General Literacy Foundation.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	44570	Contributions and Gifts		4,000	
Increase	71100-429	Regular Instruction Program	Instruction Supplies		4,000
				<u>4,000</u>	<u>4,000</u>

Motion made by Roger Mason and seconded by TK Austin that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 12
NAYES: 0

The above Resolution was passed on the 15th day of October, 2018.

Stanley Neal, Chairman of the
White County Legislative Body

Attest:
Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.

Denny Wayne Robinson, County Executive



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 63-10-2018

RESOLUTION TO AMEND FISCAL YEAR 2019 GENERAL PURPOSE SCHOOL FUND

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

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

IT IS HEREBY RESOLVED to reclassify funding for the Family Resource Centers Grant, School Safety Grant, and Safe Schools Grant to conform to State of Tennessee Department of Education requirements.

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	72130-189	Other Student Support	Other Salaries and Wages	22,000.00	
Decrease	72130-201	Other Student Support	Social Security	1,365.00	
Decrease	72130-204	Other Student Support	State Retirement	1,399.65	
Decrease	72130-212	Other Student Support	Employer Medicare	325.00	
Decrease	72130-355	Other Student Support	Travel	1,500.00	
Decrease	72130-499	Other Student Support	Other Supplies & Materials	3,022.00	
Increase	73300-189	Community Services	Other Salaries and Wages		22,000.00
Increase	73300-201	Community Services	Social Security		1,365.00
Increase	73300-204	Community Services	State Retirement		1,400.00
Increase	73300-212	Community Services	Employer Medicare		324.65
Increase	73300-355	Community Services	Travel		1,500.00
Increase	73300-499	Community Services	Other Supplies & Materials		3,022.00
Decrease	76100-707	Regular Capital Outlay	Building Improvements	113,410.00	
Increase	72620-701	Maintenance of Plant	Administration Equipment		113,410.00
Decrease	72130-399	Other Student Support	Other Contracted Services	45,370.00	
Increase	72130-309	Other Student Support	Contracts with Govt. Agencies		45,370.00
				<u>188,392</u>	<u>188,392</u>

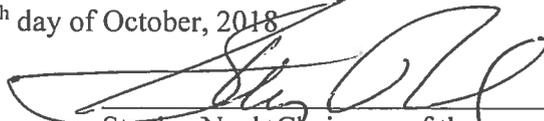
Motion made by Bobby McCulley and seconded by Roger Mason that the above resolution be adopted.

On roll call, the vote was recorded as follows:

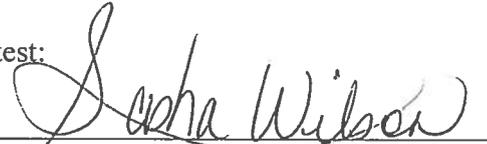
AYES: 12

NAYES:

The above Resolution was passed on the 15th day of October, 2018.


Stanley Neat, Chairman of the
White County Legislative Body

Attest:


Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny Wayne Robinson, County Executive

Judicial Committee | MINUTES

September 25, 2018 Date | 5:00 pm Time | WC Courthouse – Executive Conf. Room
Location

Meeting called by	Denny Wayne Robinson	Chief Jeff Guth
Type of meeting	Review Resume' submissions	Gen. Bryant Dunaway
Facilitator	Chief Jeff Guth	Judge Sam Benningfield
Note taker	DA Bryant Dunaway	Sheriff Steve Page
		Co. Executive Denny Wayne Robinson (advisory capacity)

AGENDA TOPICS

Election of Chairman Topic |

MOTION by Judge Benningfield to elect Chief Jeff Guth as Committee Chairman;
SECOND by Gen. Dunaway
Unanimous vote by the committee members to elect Chief Guth as Chairman.

Election of Secretary Topic |

MOTION by Chief Jeff Guth to elect Gen. Bryant Dunaway as Committee Secretary;
SECOND by Sheriff Steve Page
Unanimous vote by the committee members to elect Gen. Dunaway as Secretary.

DECISION ON THE NUMBER OF JUDICIAL COMMISSIONERS Topic

The Committee discussed whether to recommend employment of two full-time Judicial Commissioners at a budgeted salary of \$57,047.00 (for both) or three commissioners to be paid at \$19,015.66:

MOTION of Judge Sam Bennifield to recommend employment of two full-time judicial commissioners;
SECOND by Gen. Dunaway;
Unanimous vote of the Committee to recommend two-full time commissioners.

REVIEW OF RESUMES SUBMITTED - Topic

*Discussion was had regarding applicant JESSICA WHEELER. The committee recognized that Ms. Wheeler is the spouse of current White County Deputy Lanny Wheeler. Due to that relationship, the committee felt that a conflict of interest would exist if Ms. Wheeler were to be hired as a Judicial Commissioner. For that reason, the committee voted unanimously to exclude her application from consideration.

*Discussion was had regarding applicant ALAN MARSH. The Committee had previously voted to hire two full-time judicial commissioners. Mr. Marsh is seeking a part-time position. For this reason, the committee voted unanimously to exclude his application from consideration.

*The Committee reviewed the remaining applications and decided as a group to call the following applicants in for an in-person interview:

Chris Sapp / Michael Weedman / Kimberly Carr / Judy Duke / L. Jeanine Horton

*County Executive Denny Wayne Mitchell recognized that one application that had been submitted was mistakenly absent from the list provided to the Committee. That application was for KIM ENGLAND. The Committee asked that Mr. Robinson email that resume to the committee members for consideration. Mr. Robinson stated that he would do that in the morning.

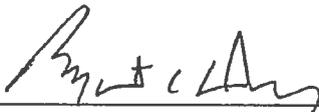
SCHEDULE IN-PERSON INTERVIEWS - Topic

*After Discussion and reviewing schedules, the Committee set the following date and time for in-person interviews to occur:

Monday, October 8, 2018 from 1:00pm to 3:00 pm at the County Executives Conference Room in the White County Courthouse.

ADJOURN

The Committee Adjourned its meeting to reconvene on October 8, 2018 for interviews.


BRYANT C. DUNAWAY
Committee Secretary



WHITE COUNTY, TENNESSEE

RESOLUTION 64-10-2018
Appointing 2 Judicial Commissioners

WHEREAS, the Judicial Screening Committee has selected Jeanine Horton and Michael Weedman for the position of Judicial Commissioners for a 4 year term.

NOW THEREFORE BE IT RESOLVED by the White County Legislative Body meeting in regular session on this 15th day of October, 2018 at Sparta, Tennessee, that the following names be appointed until November 1, 2022.

Jeanine Horton

Michael Weedman

Motion made by Terry Alley and seconded by Dakota White that the above resolution be adopted.

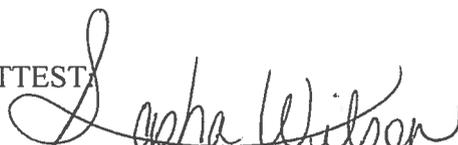
On Roll call, the vote was recorded as follows

AYES 12

NAYS

The above resolution was passed on the 15th day of October, 2018


Stanley Neal, Chairman
White County Legislative Body

ATTEST 
Sasha Wilson, County Clerk

Approved the 15th day of October, 2018


Denny Wayne Robinson, County Executive

Andy Haston
Lanny Selby
Cain Rogers
Lonnie Crouch
Terry Alley
Dakota White
Robert McCormick
Bobby McCulley
T.K Austin

Report of Judicial Commissioner Screening Committee

Motion was made by Commissioner Terry Alley and seconded by Commissioner T.K Austin to dispense the reading of the Judicial Commissioner Screening Committee Report. Chairman Neal called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Terry Alley and seconded by Commissioner Dakota White to approve Resolution 64-10-2018, Appointing 2 Judicial Commissioners. Upon the roll being called the following voted.

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

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Robert McCormick to Spread on Minutes: All Committee Reports.

Motion was made by Commissioner Lanny Selby and seconded by Commissioner Cain Rogers to approve the following notaries: Ericka Shumacher, Linda Keller, Sharon Pinion, Macey Gurley, Destiny McWhirter, Sonya Daniels, Marla Neal, Barbara Ray, Cheryl Snyder, and Brandon Griffin. Chairman Neal called for a voice vote, all members in favor of said motion.

Recognition from members from the Audience: None

Old Business: Chairman Neal called for a recess for attorney/client meeting.

New Business:

Motion was made by Commissioner Terry Alley and seconded by Commissioner Bobby McCulley to approve Resolution 65-10-2018, A Resolution Authorizing The Contribution of Funds to the Industrial Development Board of White County, Tennessee to Support an Economic Development Project. Upon roll being called the following voted.

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

Motion was made by Commissioner Bobby McCulley and seconded by Commissioner Cain Rogers to approve Resolution 66-10-2018, 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 Approximate Amount \$4,000,000. Upon roll being called the following voted.

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



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 65-10-2018

A RESOLUTION AUTHORIZING THE CONTRIBUTION OF FUNDS TO THE INDUSTRIAL DEVELOPMENT BOARD OF WHITE COUNTY, TENNESSEE TO SUPPORT AN ECONOMIC DEVELOPMENT PROJECT

WHEREAS, the County Commission (the "Governing Body") of White County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, the County has previously authorized the incorporation of The Industrial Development Board of White County, Tennessee (the "Board") as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, pursuant to Tenn. Code Ann. § 6-54-118, the County is authorized to make contributions to the Board for the purpose of economic development; and

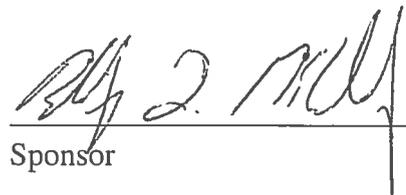
WHEREAS, the Board desires to acquire certain real property for the purpose of attracting and inducing industrial and economic development in the County, in order to create jobs and promote a higher standard of living within the County; and

WHEREAS, there has been submitted to the Governing Body a form of a Contribution Agreement between the County and the Board (the "Contribution Agreement") pursuant to which the County would make a contribution to the Board sufficient to permit the Board to purchase real property suitable for this purpose, a copy of which Contribution Agreement shall be filed with the records of the Governing Body.

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

1. The Governing Body hereby approves the Contribution Agreement in substantially the form submitted, and authorizes the County Executive to execute and deliver such Contribution Agreement on behalf of the County, together with such completions and adjustments as he may approve to fulfill the intent of this resolution.
2. Each of the officers of the County are hereby authorized to take all such additional steps as may be necessary to consummate the foregoing, and all actions heretofore taken in that regard are hereby ratified and approved.
3. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption.


Sponsor


Sponsor

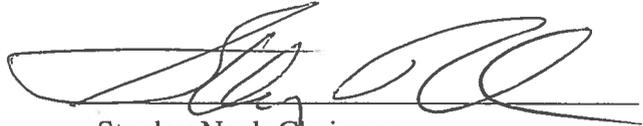
Motion made by Terry Alley and seconded by Bobby McCulley that the above resolution be adopted.

On roll call, the vote was recorded as follows:

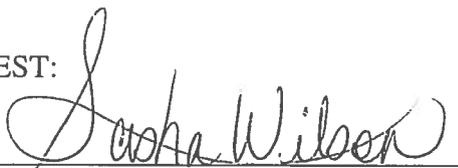
AYES 12

NAYS 0

The above resolution was passed on the 15th day of October, 2018.


Stanley Neal, Chairman
County Legislative Body

ATTEST:


Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny Wayne Robinson, County Executive

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is dated as of the ____ day of _____, 2018 by and between **WHITE COUNTY, TENNESSEE** (the "County"), and **THE INDUSTRIAL DEVELOPMENT BOARD OF WHITE COUNTY, TENNESSEE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et. seq. (the "Board").

RECITALS

WHEREAS, pursuant to Tenn. Code Ann. § 6-54-118, the County is authorized to make contributions to the Board for the purpose of economic development; and

WHEREAS, the Board desires to acquire certain real property for the purpose of attracting and inducing private capital investment in the County, which would create jobs and promote economic development and industrial development within the County; and

WHEREAS, the County desires to make a contribution to the Board, from funds available to the County, sufficient to permit the Board to purchase real property for the purpose of attracting and inducing private capital investment in the County, and the Board desires to accept such contribution for the same, all subject to and in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

1. **Contribution.** In recognition that the Board will incur contractual obligations in anticipation of the payment of the County's contribution and will rely on the County's contributions in promoting economic development, the County hereby agrees to contribute to the Board the sum of \$1,000,000, plus an amount to pay the related closing costs and expenses (collectively, the "Contribution Amount"), which Contribution Amount shall be used by the Board to purchase real property suitable for industrial and economic development and to pay related costs and expenses (the "Property"). The County shall pay the Contribution Amount to the Board on the date of the acquisition of the Property upon receipt of evidence satisfactory to the County Executive.

2. General Provisions.

2.1 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated hereby, and there are no other terms, understandings, representations, or warranties, express or implied.

2.2 **Amendment.** No amendment, modification or termination of this Agreement shall be effective unless in writing and signed by the party intending to be bound thereby.

2.3 **Third Party Beneficiaries.** The parties to this Agreement do not intend the benefit of this Agreement to inure to any third party.

2.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 **Time is of the Essence.** The parties hereto agree that time is of the essence for the performance of all obligations hereunder.

2.6 Successors and Assigns. This Agreement may not be assigned by any party hereto without the written consent of the other party. Subject as aforesaid, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

2.7 Section Headings. The section headings inserted into this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement nor the meaning of any provision hereof.

2.8 Governing Law. The law of the State of Tennessee shall govern this Agreement.

2.9 Compliance with Applicable Law. Each party hereto is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations that relate to the performance of its obligations hereunder.

2.10 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

[Signatures on Next Page]

IN WITNESS WHEREOF this Contribution Agreement has been duly executed by the parties hereto as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF
WHITE COUNTY, TENNESSEE**

By: Rodger McCann
Rodger McCann, Chairman

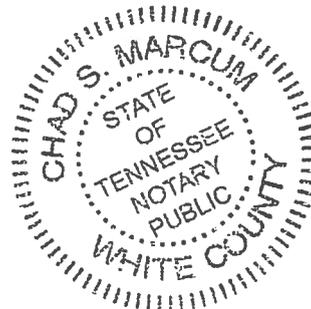
STATE OF TENNESSEE)
COUNTY OF WHITE)

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RODGER MCCANN, Chairman of the Industrial Development Board of White County, Tennessee, to me known or proved upon satisfactory evidence to be the person who executed the foregoing document, on behalf of the Industrial Development Board of White County, Tennessee, having been duly authorized so to do, for the purposes therein contained.

WITNESS my hand and official seal, this 25th day of October, 2018.

Chad S. Marcum
NOTARY PUBLIC

My Commission Expires: 10/19/2021



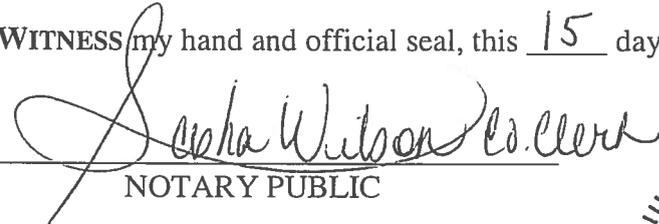
WHITE COUNTY, TENNESSEE

By: 
Denny Wayne Robinson, County Executive

STATE OF TENNESSEE)
COUNTY OF WHITE)

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Denny Wayne Robinson, County Executive of White County, Tennessee, to me known or proved upon satisfactory evidence to be the person who executed the foregoing document, on behalf of White County, Tennessee having been duly authorized and granted full authority so to do by the Legislative Body of White County, Tennessee, for the purposes therein contained.

WITNESS my hand and official seal, this 15 day of October, 2018.


NOTARY PUBLIC





WHITE COUNTY, TENNESSEE

RESOLUTION NO. 66-10-2018

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 \$4,000,000.

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 economic development projects (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

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 \$4,000,000 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 County General 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 4,000,000.

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. 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.



Sponsor



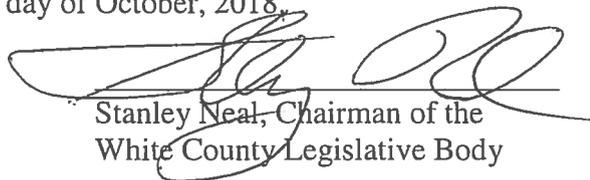
Sponsor

Motion made by Bobby McCulley and seconded by Cain Rogers that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 12
NAYES: 0

The above Resolution was passed on the 15th day of October, 2018.


Stanley Neal, Chairman of the
White County Legislative Body

Attest: Sasha Wilson
Sasha Wilson, County Clerk

Approved the 15th day of October, 2018.


Denny W. Robinson, County Executive

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Bobby McCulley to adjourn. Chairman Neal called for a voice vote, all members in favor of said motion.

39.50
new ne

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 9-25-18

Full Name (as you want it to appear on your notary commission):

SHARON LYNNE PINION
First Middle Last

Residence Address: 420.5 LOST CREEK RD
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: _____

If Self-Employed, Please Specify: Indeped. Contractor

Principal Business Address: 111 W. Bockman Way
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 931-738-5496 (business) 931-837-5060

Date of Birth: 1-26-43

For RENEWAL applications, give the expiration date of your current commission:

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? NO
2. If the answer to question 1 was YES, has your citizenship been restored? _____
3. Is there an unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee or any Tennessee county, or are you a defaulter to the treasury? NO
4. Are you a soldier, seaman, marine, or airman in the regular Army, Navy, Marines, or Air Force of the United States Congress, or a person holding any office of profit or trust under any foreign power, other state, or the United States? NO
5. Have you ever been removed from office as a notary public for official misconduct? NO
6. Have you ever had a notarial commission revoked or suspended by this or any other state? NO
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
8. Is there any other reason that you are legally disqualified from holding the office of a notary public? NO
9. Are you a United States citizen or Legal permanent resident? YES

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

Sharon L. Pinion

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, Sharon Pinion, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 25 day of September, 2018.

Macey Gurley
County Clerk / Notary Public



My Commission Expires: 11/19/18

12.00
renewal

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 09/23/18

Full Name (as you want it to appear on your notary commission):

Macey Dawson Gurley
First Middle Last

Residence Address: 10 N Spring St.
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: Self-Employed

If Self-Employed, Please Specify: lawyer d/b/a Law Office of Macey Dawse Gurley

Principal Business Address: 111 W Bockman Way
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 931-265-1111 (business) 931-837-5060

Date of Birth: 03/19/1989

For RENEWAL applications, give the expiration date of your current commission:

11/19/2018

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO

- 1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? No
- 2. If the answer to question 1 was YES, has your citizenship been restored? N/A
- 3. Is there an unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee or any Tennessee county, or are you a defaulter to the treasury?
~~NO~~ No
- 4. Are you a soldier, seaman, marine, or airman in the regular Army, Navy, Marines, or Air Force of the United States Congress, or a person holding any office of profit or trust under any foreign power, other state, or the United States? No
- 5. Have you ever been removed from office as a notary public for official misconduct? NO
- 6. Have you ever had a notarial commission revoked or suspended by this or any other state?
NO
- 7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
- 8. Is there any other reason that you are legally disqualified from holding the office of a notary public? NO
- 9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

Masey Guley
Signature of Applicant

State of Tennessee County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 25 day of September, 2018

Sasha Wilson Co. Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: September

Full Name (as you want it to appear on your notary commission):

Marla R. Neal
First Middle Last

Residence Address: 260 Milk Plant Rd
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: White Co Govt, General Sessions Court

If Self-Employed, Please Specify: _____

Principal Business Address: 111 Depot St., Ste 2
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 931-761-5767 (business) 931-836-3600

Date of Birth: July 14, 1970

For RENEWAL applications, give the expiration date of your current commission:

October 23, 2018

Marla K. Neal

Signature of Applicant

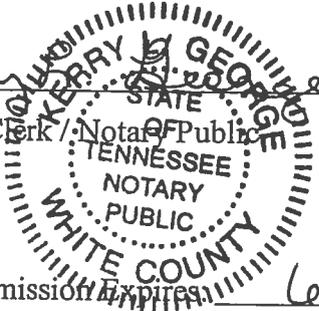
State of Tennessee

County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 20 day of Sept., 2018.

Kerry G. George
County Clerk / Notary Public
My Commission Expires 6-22-22



39.50
New Notu

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 9/25/18

Full Name (as you want it to appear on your notary commission):

Destiny Lynn Kay McWhirter
First Middle Last

Residence Address: 1782 Hensley Chapel rd
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: Cash express

If Self-Employed, Please Specify: _____

Principal Business Address: 291 N. Spring st
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 9312541090 (business) 9318361211

Date of Birth: 12/25/89

For RENEWAL applications, give the expiration date of your current commission:

Yestiny McWhirter

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 25 day of September, 2018

Sasha Wilson Co. Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022

Renew Notary
12.00

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 10/1/2018

Full Name (as you want it to appear on your notary commission):

BARBARA RAY
First Middle Last

Residence Address: 3424 INDIAN MOUND RD
Street Address (No P.O. Box)

SPARTA TN 38583
City State Zip

Name of Employer: Community Probation Services, LLC

If Self-Employed, Please Specify: _____

Principal Business Address: 313 Simmerell St
Street Address (No P.O. Box)

SPARTA TN 38583
City State Zip

Telephone: (home) 931 761-2992 (business) 931 836-2135

Date of Birth: 12-8-1948

For RENEWAL applications, give the expiration date of your current commission:

10/23/2018

Barbara Ray

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 3 day of October, 2018.

Sasha Wilson Co. Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022

12.00

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 10/1/18

Full Name (as you want it to appear on your notary commission):

Linda MARIE Keller
First Middle Last

Residence Address: 2900 Monterey Hwy
Street Address (No P.O. Box)

SPARTA TN 38583
City State Zip

Name of Employer: Self employed Realtor.

If Self-Employed, Please Specify: REALTOR with Tennessee Realty + Auctions.

Principal Business Address: 210 W WSPRING ST. Ste B
Street Address (No P.O. Box)

Cookeville TN 38501
City State Zip

Telephone: (home) 931-738-3778 (business) 931-252-2901 cell

Date of Birth: 4-7-61

For RENEWAL applications, give the expiration date of your current commission:

10-23-18

Linda M. Keller
Signature of Applicant

State of Tennessee County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 1 day of October, 2018.

Sasha Wilson Co Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022

New Notary
39.50 ✓

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 10/10/18

Full Name (as you want it to appear on your notary commission):

Cheryl Anne Snyder
First Middle Last

Residence Address: 820 Moore Cove Rd
Street Address (No P.O. Box)

Quebeck TN 38519
City State Zip

Name of Employer: Snyder's Tractor and Equipment, Inc.

If Self-Employed, Please Specify: _____

Principal Business Address: 629 Genesis Rd
Street Address (No P.O. Box)

Crossville TN 38555
City State Zip

Telephone: (home) 407-625-8026 (business) 931-456-5278

Date of Birth: 7/13/68

For RENEWAL applications, give the expiration date of your current commission:

Cheryl Snyder

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, Cheryl Snyder, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 10 day of October, 2018

Jalene Roberts dep clerk

County Clerk / Notary Public



My Commission Expires: 09-01-2022

Renewal
12.00

NOTARY PUBLIC APPLICATION
WHITE COUNTY

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 10/10/2018

Full Name (as you want it to appear on your notary commission):

Brandon S. Griffin
First Middle Last

Residence Address: 184 Findlay Sub. Rd.
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: Griffin & Davis PLLC

If Self-Employed, Please Specify: Partner at Griffin & Davis PLLC

Principal Business Address: 621 North Spring Street
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 931-492-3410 (business) 931-837-2050

Date of Birth: 07/18/1988

For RENEWAL applications, give the expiration date of your current commission:

11/19/2018

Brandon Griffin

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, Brandon S. Griffin, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 10 day of October, 2018.

Sasha Wilson Co. Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 10/12/2018

Full Name (as you want it to appear on your notary commission):

Ericka Schumacher
First Middle Last

Residence Address: 3678 Griffintown Rd.
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: JACKSON KAYAK, Inc.

If Self-Employed, Please Specify: NA

Principal Business Address: 3300 McMinnville Hwy
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 615-630-2908 (business) 931-738-6434

Date of Birth: 12/13/1968

For RENEWAL applications, give the expiration date of your current commission:

1. Have you ever been convicted of offering or giving a bribe, salary, or any other benefit declared infamous by law? NO
2. If the answer to question 1 was YES, has your citizenship been restored? NA
3. Is there an unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee or any Tennessee county, or are you a defaulter to the treasury? NO
4. Are you a soldier, seaman, marine, or airman in the regular Army, Navy, Marines, or Air Force of the United States Congress, or a person holding any office of profit or trust under any foreign power, other state, or the United States? NO
5. Have you ever been removed from office as a notary public for official misconduct? NO
6. Have you ever had a notarial commission revoked or suspended by this or any other state? NO
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? NO
8. Is there any other reason that you are legally disqualified from holding the office of a notary public? NO
9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

State of Tennessee

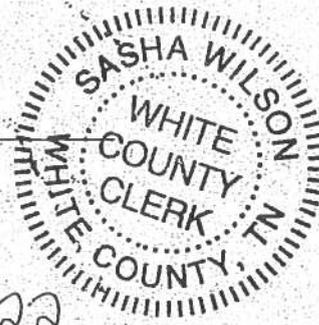
County of White

Personally appeared before me, ERICA SCHUMACHER, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 15 day of Oct., 2018.

Sasha Wilson Co. Clerk

County Clerk / Notary Public



My Commission Expires: Sept. 1 2022

12,00

**NOTARY PUBLIC APPLICATION
WHITE COUNTY**

ANSWER EVERY QUESTION. PLEASE PRINT OR TYPE.

Date of Application: 9-21-18

Full Name (as you want it to appear on your notary commission):

Sonya L. Daniels
First Middle Last

Residence Address: 120 Deerview Dr.
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Name of Employer: Macey Dawson Gurley, Attorney

If Self-Employed, Please Specify: _____

Principal Business Address: 111 West Bockman Way
Street Address (No P.O. Box)

Sparta TN 38583
City State Zip

Telephone: (home) 761-3350 (business) 837-5060

Date of Birth: 4-15-63

For RENEWAL applications, give the expiration date of your current commission:

11-19-2018

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? No
2. If the answer to question 1 was YES, has your citizenship been restored? _____
3. Is there an unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee or any Tennessee county, or are you a defaulter to the treasury?
No
4. Are you a soldier, seaman, marine, or airman in the regular Army, Navy, Marines, or Air Force of the United States Congress, or a person holding any office of profit or trust under any foreign power, other state, or the United States? No
5. Have you ever been removed from office as a notary public for official misconduct? No
6. Have you ever had a notarial commission revoked or suspended by this or any other state?
No
7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? No
8. Is there any other reason that you are legally disqualified from holding the office of a notary public? No
9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

Samy J Daniels

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, _____, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 21 day of Sept, 2018.

Sasha Wilson Co Clerk
County Clerk / Notary Public



My Commission Expires: 09-01-2022