

State of Tennessee  
County of Henry..

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on August 20, 2007 at 7:00 PM.

PRESENT AND PRESIDING the Honorable Brent Greer, Chairman, Jerry D. Bomar, Clerk and the County Commissioners  
ITEM NO. 1 The meeting was called to order by Chief Deputy Gean.

ITEM NO. 2 The invocation was led by Kenneth Humphreys.

ITEM NO. 3 The pledge to the flag was led by Mitchell Evans

ITEM NO. 4 Roll Call

The Clerk called the roll with the following present:

Earl Anderson, Dell Carter, Mitchell Evans, Bobby Freeman, Jeff Hamlin, Kenneth Humphreys, Don Jones, Paul Mathenia, Dan Paschall, Randy Veazey, Mary Warren, Larry Watson, David Webb, Tim Wirgau.

Absent- James Travis

ITEM NO. 5 Citizen's Forum

Bub Edwards Spoke behalf of the Holly Fork Shooting Complex, thanking The commission and others for their support and introduced Ronnie Cole who gave a report on the success of the event.

THE CHAIR CLOSED THE COMMISSION

ITEM NO. 6 Commissioner's Forum

Commissioner Wirgau- Expressed appreciation for the adult oriented board And the steps and stand they have taken to this and expressed in the future the commission might want to look at zoning rules .

Earl Anderson- Introduced his neighbor who is a teacher at HCHS.

Dan Paschall- Always believed that the law is the law and that we would not Give a kid to weeks to decide whether they were guilty and was going to abide by the law.

Jeff Hamlin- Wanted to express thanks to all that helped with the Hamilton Benefit.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Nominating Committee

Don Jones Chairman of the nominating committee presented Resolution #al-8-07 nominating Terry Wimberley to the Henry County Planning Commission A motion was made by Randy Veazey and seconded by Kenneth Humphreys to approve this resolution.

VOICE VOTE CARRIED

**RESOLUTION NO. a1-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPOINT CERTAIN CITIZENS AND COMMISSIONERS TO VARIOUS BOARDS, COMMITTEES, AND POSITIONS**

**WHEREAS**, certain vacancies now exist on various boards, committees, and commissions, and in various positions of Henry County, Tennessee; and

**WHEREAS**, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint certain qualified citizens and Henry County Commissioners to fill the said vacancies; and

**WHEREAS**, the Board of Commissioners has examined and evaluated the qualifications of certain citizens and County Commissioners for appointment to the said boards, committees, commissions, and positions.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of said Commissioners concurring, that Terry Wimberly be and hereby is appointed to the Henry County Planning Commission for the remainder of a 4 year term with term to expire January 2008.

**BE IT FURTHER RESOLVED** that any and all acts previously passed by this Board of County Commissioners which are in conflict with this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Mayor, the public welfare requiring it.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8.20.07



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**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**



\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 8.20.07



\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Mitchell Evans and seconded by Jeff Hamlin to approve the Consent agenda which was as follows:

Minutes of the July 16, 2007 meeting, various quarterly and year end reports, report Of proper and revenue collections to date and the following notary publics and bonds. Patricia A. Webb, Cassandra Perry, Pamela K. Conger, Pam Hutson, Kim Stephenson, Kathy Ray, Michelle Ngeruwathana, Edith Marion, Van W. Bowden, Tommy Lemonds, Christie Wimberley, Jean A. Barone, Victoria S. Marion, Cindy R. Brown, Denise Wardle, Glenda Lankford, Margie J. Shankle, Pamela K. Conger as principal and Charles P. Wilson and Wayne Powers sureites Christie Wimberley as principal and Charles P. Wilson and Wayne Powers sureties Jean A. Barone as principal and Charles P. Wilson and Wayne Powers as sureties  
ITEM NO.8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL			X					
FREEMAN, BOBBY								
HAMLIN, JEFF				X				
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES	X							
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

AUGUST 20, 2007

VOICE VOTE CARRIED

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Kenneth Humphreys and seconded by Larry Watson to approve Resolutions #1-8-07 and #2-8-07 to approve amendments in certain budgets.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY				X	X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	1				14			

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION #1-08-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL FUND FOR FISCAL 2007-2008**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2007, adopted the budget for the Henry County General Fund for fiscal 2007-2008; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 20<sup>th</sup> day of August 2007, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

**EMERGENCY MANAGEMENT**

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$31,320.22

INCREASE ACCOUNT 54490-599, entitled "Other Charges," in the amount of \$31,320.22

This addition is due to receiving a Homeland Security Grant. See attached contract.

**VETERAN'S SERVICE**

INCREASE ACCOUNT 58300-338, entitled "Maintenance & Repair - Vehicle," in the amount of \$500.00


DECREASE ACCOUNT 58300-354, entitled "Transportation-Other Than Students," in the amount of \$500.00

See attached request from Bob Nolan.

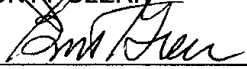
**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 8.20.2007

  
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BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
\_\_\_\_\_  
JERRY D. BOMAR  
COUNTY CLERK

APPROVED 8.20.2007

  
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BRENT GREER  
COUNTY MAYOR

**RESOLUTION #2-08-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 2007-2008**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2007, adopted the budget for the Henry County General Purpose School Fund for fiscal 2007-2008; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Purpose School Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Purpose School Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Purpose School Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 20<sup>th</sup> day of August 2007, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

DECREASE RESERVE ACCOUNT 34386, entitled "Reserve for BEP," in the amount of \$4,000.00

DECREASE ACCOUNT 71100-429, entitled "Supplies & Materials," in the amount of \$3,000.00

DECREASE ACCOUNT 71100-722, entitled "Instructional Equipment," in the amount of \$10,000.00

INCREASE ACCOUNT 72210-524, entitled "In-Service/Staff Development," in the amount of \$17,000.00

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 8-20-2007


  
\_\_\_\_\_  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION



  
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JERRY D. BOMAR  
COUNTY CLERK

APPROVED 8-20-2007

  
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BRENT GREER  
COUNTY MAYOR

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Resolution #3-8-07 was presented to authorize an agreement with the State of Tennessee Department of Transportation, aeronautics Division on behalf of the Henry County Airport. A motion was made by Larry Watson and seconded by Paul Mathenia to Approve this resolution.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL				X	X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY			X		X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	2				13			

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 3-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO AUTHORIZE AN  
AGREEMENT WITH THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION, AERONAUTICS  
DIVISION ON BEHALF OF HENRY COUNTY AIRPORT FOR  
GENERAL MAINTENANCE PROJECTS**

**WHEREAS**, the Department of Transportation, Aeronautics Division, of the State of Tennessee has submitted a proposal to Henry County, Tennessee for a general maintenance project designated as Project Number 99-555-1167-04

**WHEREAS**, Henry County, Tennessee does agree to the terms and conditions of the contract with the Tennessee Department of Transportation so that the continued upgrade of Henry County Airport may be carried out in accordance with the intent of the grant agreement; and

**WHEREAS**, the Board of Commissioners of Henry County, Tennessee wishes to go on record as agreeing to the proposal “as is” of the Department of Transportation, Aeronautics Division, of the State of Tennessee and agreeing to perform all duties and obligations as stated in said proposal to aid in the processing of the grant contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of August, 2007, a majority or more of the membership concurring, that Henry County, Tennessee does agree to the terms and conditions of the proposed project of the State of Tennessee, Department of Transportation, Aeronautics Division, designated as Project Number 99-555-1167-04 and Henry County, Tennessee does agree to perform all duties and obligations as stated in said proposal to aid in the completion of said project

and does adopt said proposal and incorporate same into this Resolution by reference.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8.20.2007

  
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**BRENT GREER, CHAIRMAN**  
**HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR**  
**COUNTY CLERK**

**APPROVED** 8.20.07

  
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**BRENT GREER**  
**HENRY COUNTY MAYOR**



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
AERONAUTICS DIVISION  
P.O. BOX 17326  
NASHVILLE, TENNESSEE 37217  
(615) 741-3208  
FAX (615) 741-4959

GERALD F. NICELY  
COMMISSIONER

PHIL BREDESEN  
GOVERNOR

July 1, 2007

To: Honorable Brent Greer, County Mayor  
County of Henry

From: Belinda Hampton, Grants Analyst 3  
TDOT - Aeronautics Division - Budgets & Grants

RE: Airport Maintenance Contract – FY07-08  
Project Number 99-555-1167-04

Enclosed are four originals of the contract on the above-mentioned subject. Please sign and/or obtain signatures on all copies, including obtaining the attorney signature, and return all documents to this office for further processing. Once fully executed, an original contract will be returned to you for your files. Should you have any questions, please contact me at 615-741-3208.

Enclosures (4)

001052



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
AERONAUTICS DIVISION  
P.O. BOX 17326  
NASHVILLE, TENNESSEE 37217  
(615) 741-3208  
FAX (615) 741-4959

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Enclosures (4)

001053

**GRANT AGREEMENT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
HENRY COUNTY**

This Grant, by and between the State of Tennessee, **Department of Transportation**, hereinafter referred to as the "State" and **HENRY COUNTY**, hereinafter referred to as the "Grantee," is for the provision of airport improvement and maintenance projects, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity.

Grantee Vendor Identification Number: **c626000667-00**  
Grantee Address: **PO Box 7**  
**Paris, TN 38242**

Grantee Place of Incorporation or Organization: Tennessee

**A. SCOPE OF SERVICES:** The purpose of this grant shall be to provide financial assistance for maintenance and improvements to a publicly-owned airport under Tennessee Code Annotated 42-2-203. Pursuant to these provisions, the State shall render funding to the Grantee as payment or reimbursement for maintenance work items or improvements for costs incurred. The Grantee shall provide with local funds a fifty percent (50%) match of the projects' costs. The Grantee shall be a recipient of funds from this grant, and shall undertake general airport maintenance projects described as follows, but not limited to these items:

**A.1. Eligible Uses:** The following example items are eligible, but not limited to, for State participation under this grant:

- a. Preventive maintenance, repair or replacement of buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport,
- b. Purchase of mowing equipment,
- c. Unicom and other radio equipment,
- d. Airport signage,
- e. Fire extinguishers,
- f. Maintenance services such as mowing, landscaping or related work on airport property,
- g. Installation and subscription to an aviation flight planning satellite weather system, i.e., D.T.N., W.S.I. or Pan Am Weather Systems,
- h. Testing or inspection of underground fuel storage tanks as necessary to comply with federal and/or state regulations.

**A.2. Ineligible Uses:** The following example items are not eligible, but not limited to, for State participation under this grant:

- a. Utility or telephone bills,
- b. Maintenance of facilities or equipment not owned by the airport sponsor (city, county, airport authority or board),
- c. Maintenance of aircraft, automobiles, pickup trucks or other passenger vehicles,
- d. Maintenance of facilities or equipment not located on airport property,
- e. Work that a Fixed Based Operator (FBO) or other third party is required to perform under a contract with the airport sponsor(s) and,
- f. Insurance of any type.

**B. GRANT TERM:**

This Grant shall be effective for the period commencing on **July 1, 2007** and ending on **June 30, 2008**. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **EIGHTEEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$18,900.00)**. The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.5.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

The State will provide reimbursement upon receipt of:

- a. an original and two copies of official letter head requesting itemized amount to be reimbursed,
- b. two copies of invoices, and
- c. two copies of back-up data (paid receipt(s) and/or copy of cancelled checks).

The request for reimbursement must be signed by an authorized representative of the airport sponsor(s) and must be received no later than September 15, 2008 for the period July 1, 2007 through June 30, 2008.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Grant Budget.
- C.5. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within forty-five (45) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.



If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.10. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.12. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show

proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with Tennessee Department of Transportation." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of

the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. Procurement. If the other terms of this Grant allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant.

- D.17. Strict Performance. Failure by any party to this Grant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant.
- D.20. Force Majeure. The obligations of the parties to this Grant are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant.
- D.22. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.23. Completeness. This Grant is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Marsha Dubin, Grants Program Manager  
Division of Aeronautics, TN Dept. of Transportation  
P.O. Box 17326  
Nashville, TN 37217  
[Marsha.Dubin@state.tn.us](mailto:Marsha.Dubin@state.tn.us)  
Telephone # 615-741-3208  
FAX # 615-741-4959

The Grantee:

**Brent Greer, County Mayor**  
PO Box 7  
Paris, TN 38242  
Telephone # 731-642-5212  
FAX# 731-642-6531

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or as of the day the electronic transmission of such by telefax or email is received and confirmed by the designated recipient.

- E.3. Subject to Funds Availability. The Grant is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant. Upon termination of this Grant, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;

- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with this Grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.6. Third Party Revenues. Any income generated by, or received for, this Grant and collected by the Grantee shall be reported to the State and used to offset authorized Grant expenditures. If the Grantee fails to generate those third party revenues budgeted as a funding source for this Grant, then the amount of the funds payable to the Grantee shall be reduced by that unearned amount.

The Grantee may initiate a written request for budget revision to program-generated income collected in excess of that budgeted, subject to the conditions that (1) the revision is necessary for attaining or enhancing the Grant goals, and (2) the Grantee has requested and received prior written approval of the State. Unless such revision is approved by the State, a corresponding reduction in payments by the State will be made to reflect the additional collections.

- E.7. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant.

- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant.



**IN WITNESS WHEREOF:**

**HENRY COUNTY:**

\_\_\_\_\_  
**Brent Greer, County Mayor** **Date**

\_\_\_\_\_  
**Printed Name And Title Of Authorized Grantee Signatory (Above)**

\_\_\_\_\_  
**County's Legal Counsel** **Date**

**Approved:**

**Department Of Transportation:**

\_\_\_\_\_  
**Gerald F. Nicely, Commissioner** **Date**

\_\_\_\_\_  
**John Reinbold, General Counsel**  
**Approved As To Form And Legality** **Date**

**ATTACHMENT ONE**  
**GRANT BUDGET**  
 (Grant Budget Page 1 of 1)

<b>GRANTEE:</b>		<b>HENRY COUNTY</b>		
<b>PROGRAM AREA:</b>		Airport Improvements, general maintenance and upkeep to the facilities and grounds at the Henry County Airport		
THE LINE-ITEMS AND AMOUNTS BELOW ARE APPLICABLE ONLY TO EXPENSE INCURRED IN THE PERIOD ...				
<b>BEGINNING:</b>		<b>DATE</b> July 1, 2007	<b>ENDING:</b>	<b>DATE</b> June 30, 2008
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY *</b> (detail schedule(s) attached as applicable)	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1 & 2	Salaries and Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award	0.00	0.00	0.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation	0.00	0.00	0.00
18	Other Non-Personnel (detail attached)	\$18,900.00	0.00	\$18,900.00
20	Capital Purchase	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	\$18,900.00	<b>0.00</b>	\$18,900.00
* Refer to Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A</i> for the definition of each expense object line-item. Policy 03 is posted on the internet at: <a href="http://www.state.tn.us/finance/rds/ocr/policy03.pdf">www.state.tn.us/finance/rds/ocr/policy03.pdf</a> .				

OTHER NON-PERSONNEL	AMOUNT
Airport improvements, general maintenance and upkeep to the facilities and grounds as described in this grant.	\$18,900.00
<b>TOTAL</b>	\$18,900.00

Breakdown: State 50% Local 50%

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Earl Anderson and seconded by Mary Warren to approve  
 Resolution #4-8-07 to quit-claim an old road on Cypress Road.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL			X					
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY				X				
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 08/20/2007

VOICE VOTE CARRIED

**RESOLUTION NO. 4-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO QUIT-CLAIM AN OLD  
ABANDON ROAD TO DORIS TAYLOR THAT ATTACHES TO HER  
PROPERTY**

**WHEREAS**, the Henry County Road Board met in regular session on June 12, 2007, and by unanimous vote, has recommended that an old abandoned road that attaches to the property of Doris Taylor be quit claimed to Doris Taylor; and

**WHEREAS**, the lot in question is shown on the attached map and is located in Cabana Estates on Cypress Road, and the property has been maintained by Ms. Taylor for several years.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of the membership concurring, does hereby authorize, empower, and direct the County Mayor to proceed concerning a quit-claim deed for the abandoned road named above to Doris Taylor on Cypress Road per the attached documents with Doris Taylor to be the grantee of same.


**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

MINUTES OF THE HENRY COUNTY HIGHWAY COMMISSION  
 JUNE 12, 2007  
 5:30 P.M.

The Henry County Highway Commission met in a Regular Scheduled Meeting on June 12, 2006 at 5:30 p.m. The Meeting was held at the Henry County Highway Department.

The Meeting was called to order by Chairman, Ronald Brown. Those present at roll call were as follows: Ronald Brown, Hugh Tyler, Don Norwood, Bobby Milam, Keith Hopkins, and Vic Mallard.

1. Motion made by Hugh Tyler and second by Bobby Milam to approve the May 14, 2007 minutes. Motion carried on a roll call vote. All present voting in the affirmative.
2. Motion made by Bobby Milam and second by Don Norwood to accept the bid from Hanson Pipe & Products, because their bid was lower overall on the most used culverts. The bids were as follows:

DIAMETER	GAGE	PRICE PER FOOT	
		HANSON	DIXIE
15"	16	6.56	6.77
18"	16	7.87	7.99
21"	16	9.28	9.25
24"	16	10.42	10.53
30"	16	12.94	13.33
36"	16	15.76	15.70
42"	16 3 x 1 cor	21.45	26.84
48"	16 3 x 1 cor	24.60	30.29
54"	16 3 x 1 cor	28.40	31.07
60"	16 3 x 1 cor	32.89	32.64
66"	16 3 x 1 cor	36.54	35.64
72"	16 3 x 1 cor	49.65	49.19
78"	16 3 x 1 cor	53.85	53.10
84"	16 3 x 1 cor	58.47	71.03

Motion carried on a roll call vote. All present voting in the affirmative.

3. Motion made by Don Norwood and second by Keith Hopkins to accept the only bid for Treated Lumber from Replogle Enterprises. The bid was as follows:

3x8x16	Bridge Topping	25.60	each
3x8x18	Bridge Topping	30.60	
3x8x22	Bridge Topping	40.75	
12x12x26	Cap Sills	390.00	
12x14x28	Cap Sills	705.60	
20'	Treated Piling	120.00	
25'	Treated Piling	150.00	
30'	Treated Piling	180.00	
45'	Treated Piling	360.00	

Motion carried on a roll call vote. All present voting in the affirmative.

4. Motion made by Hugh Tyler second by Bobby Milam to accept the low bid for delivered limestone from Vulcan Materials. The prices are as follows:

<u>Limestone</u>	<u>Vendor</u>	<u>F.O. B.</u>	<u>Del.</u>
#6,#7,#10	Vulcan Materials	12.79	14.60
#6,#7#10	Tenn. Asphalt	20.00	
#6,#7#10	Florida Rock Industries #6	6.25	16.15
		#7 6.40	16.30
		#10 5.75	15.65
33"C" Base	Vulcan Materials		11.10
33"C' Base	Tenn Asphalt	20.00	
33"C' Base	Florida Rock Industries	5.75	15.65
Rip Rap & Gabion	Vulcan Materials		15.95
Rip Rap & Gabion	Florida Rock Industries	6.25	16.15

Motion carried on a roll call vote. All present voting in the affirmative.

5. Motion made by Don Norwood and second by Keith Hopkins to accept the low bid for Chert Gravel from M & M Gravel. The bids were as follows:

	<u>F.O. B.</u>	<u>DEL.</u>
M & M Gravel	2.75 tn	6.75tn
Camden Gravel	3.40 tn	7.40tn

Motion carried on a roll call vote. All present voting in the affirmative.

6. Motion made by Hugh Tyler and second by Vic Mallard to accept the low bid for painted pavement markings from Traf-Mark, Inc. The bids were as follows:

Traf-Mark, Inc.	274.48 LM
Breham Striping	500.00 LM less than 5 miles
	350.00 LM over 5 miles
	250.00 LM 10 miles or over

Motion carried on a roll call vote. All present voting in the affirmative.

7. Motion made by Vic Mallard and second by Hugh Tyler to accept the only bid for Liquid Asphalt delivered, from SemMaterials. The bid was as follows:

<u>PRODUCT</u>	<u>SemMaterials</u>
AE-P	1.2378 gal
CRS2-L	1.5878

Motion carried on a roll call vote. All present voting in the affirmative.

8. Motion made by Keith Hopkins and second by Vic Mallard to accept the only bid for Patching Materials from Tennessee Asphalt. The bid was as follows:

BIDS PATCHING MATERIALS CONTINUED:

Tennessee Asphalt	HOTMIX
Grade "BM"	\$44.00 per tn
Grade "E"	46.00
Grade "CS"	48.00
Grade "D"	52.00
SS-1 Tack	2.00 per gal

Motion carried on a roll call vote. All present voting in the affirmative.

9. Motion made by Hugh Tyler and second by Vic Mallard to accept the only bid for Hotmix Paving in Place from Tennessee Asphalt Co. The bids are as follows:  
County Roads \$55.25 per ton in place  
State Aid Roads \$55.25 per ton in place  
Motion carried on roll call vote. All present voting in the affirmative.
10. Mowers Contract - The commissioners decided to hold off until fall to discuss whether to keep contract with H & H Farms for mowing the county right of way.
11. Intersection of Macedonia Road & Henry Mansfield - The road supervisor, Ray Norwood reported to the commissioners the findings from the state. He said the state didn't recommend a flashing light nor a red light at this intersection. He told them the state recommended stop blocks and stop ahead signs. They also recommended the east bank mowed back. Commissioners, Don Norwood wanted the road supervisor to ask the county mayor to check with the state about the number of wrecks at this intersection. This request has to be done by the county mayor. The residents wanted the light installed due to all the wrecks at this intersection. The state didn't show any wrecks. Will bring back next month after the county mayor checks into for the road board.
12. Motion made by Keith Hopkins and second by Hugh Tyler to approve the May, 2007 Wages & Expense as follows:  
Wages \$124,261.93  
Expenses 199,514.60  
Total \$ 323,776.62  
Motion carried on a roll call vote. All present voting in the affirmative.
13. Motion made by Hugh Tyler to ask for the 5 cents increase in the new budget for 2007-2008. Motion failed due to lack of a second.
14. Motion made by Vic Mallard and second by Hugh Tyler to ask for an increase of 5 cents in the Highway Department's budget. Motion carried on a roll call vote. Ayes - Hugh Tyler, Don Norwood, Keith Hopkins, Vic Mallard. Nays- Bobby Milam

15. Motion made by Vic Mallard and second by Keith Hopkins to approve the June, 2007 Budget Transfers as follows:

**EXPENDITURES:**

<b>INCREASE:</b>	610349 Printing Stationary & Forms	545.00
	620438 Pipe-Culverts	16000.00
	620455 Wood Products	4000.00
	631336 Maintenance & Repair to Equip	2800.00
	631418 Equipment & Machine Parts	5000.00
	631433 Lubricants	1200.00
	631499 Other Supplies & Materials	500.00
	640163 Educational Assistants	1284.41
	640189 Other Salaries & Wages	1590.33
	640429 Instructional Supplies	899.50
	640599 Other Charges	52.87
	650317 Data Processing Services	2845.00
	660201 Social Security	3000.00
	660207 Medical Insurance	230.00
	680822 Interest on Notes	858.00

<b>EXPENDITURES</b>	<b>TOTAL</b>	<b>40805.11</b>
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<b>DECREASE:</b>		
	640202 Administration Cost	2927.61
	640432 Media	899.50
	650321 Key punch Error	2845.00
	660212 Employer Medicare Liability	3230.00
	680713 Hwy. Construction (Road Plans)	30903.00
	<b>TOTAL</b>	<b>40805.11</b>

Motion carried on a roll call vote. All present votin in the affirmative.

16. Supervisor's Report - Ray Norwood reported on the previous 30-Day Work Plan.
17. Commissioner's Request - See item # 17 June, 2007 30-Day Work Plan.
18. Motion made by Bobby Milam and second by Keith Hopkins to approve the June, 2007 30-Day Work plan as follows:
1. Grade & Gravel Road
  2. Patch Roads
  3. Bushhog Roads
  4. Campbell Lane - grade
  5. Start State Aid Projects

Motion carried on a roll call vote. All present voting in the affirmative.



19. Curtis Bomar Road - A lengthy discussion about this old abandon road was discussed. No action was taken to claim this road as an old existing county road, by Commissioner, Bobby Milam.

20. Chairman, Ronald Brown ask the commissioners if we could start refusing new subdivisions as county roads. The board was trying to think of ways to hold down cost, since the funds for the Highway Department hasn't increase since the eighties.

21. A motion was made by Bobby Milam and second by Don Norwood to let a resident of Cabana Estates quick claim a old abandon county road that attaches to his property, and to recommend to the county commission. Motion carried on a roll call vote. All present voting in the affirmative.

22. Motion made by Vic Mallard and second by Keith Hopkins to schedule the next 6 months on the second Monday of each month at 5:30 pm. The meetings not scheduled on the second Monday will meet on the following Tuesday at the same time. The meetings are as follows:

July	10th
August	13th
September	10th
October	9th
November	13th
December	10th

Motion carried on a voice vote. All present voting in the affirmative.

23. Motion to adjourn at 7:30 pm.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ROAD BOARD CHAIRMAN

DORIS Taylor  
3005 W. Williams St.  
Champaign, Ill  
61812

**RIVERLAND REALTY**

14300 HWY 79N

BUCHANAN, TN 38222

731-642-8833

FAX 731-642-8823

TOLL-FREE 888-642-8833

6/22/07

DATE: ~~5-8-07~~

FAX NUMBER: 642-3175

TO: Ray

FROM: Janice

SUBJECT: \_\_\_\_\_

TOTAL PAGES (including cover): 2

Thank You.

Janice

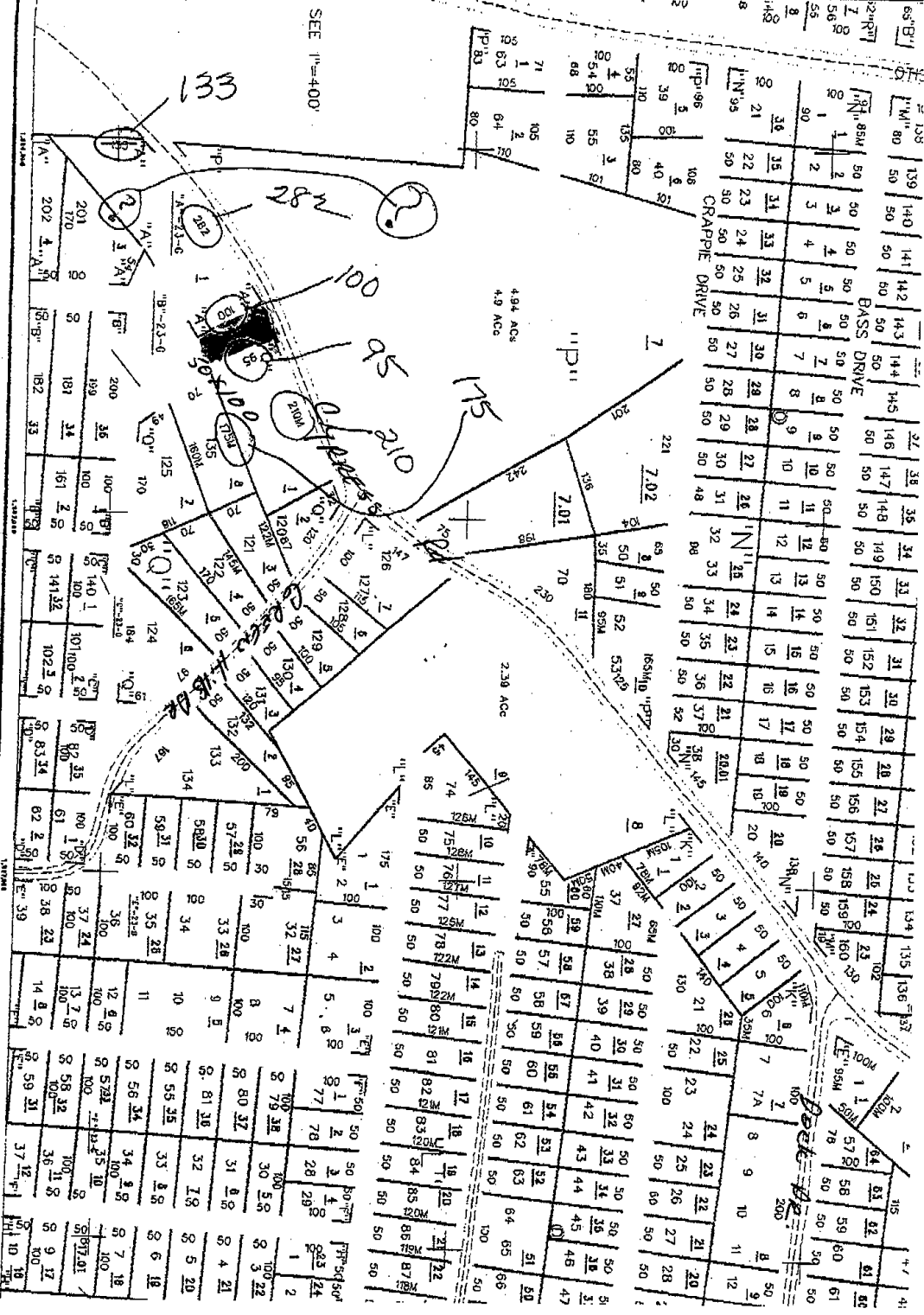
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SEE 1"=400'

100 0 100 200

PARCEL BOUNDARY

PLAN



000004

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Resolution #5-8-07 was presented to approve \$100.00 per year fee for registering sex Offenders. A motion was made by Don Jones and seconded by Earl Anderson to Approve this resolution.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL				X	X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON			X		X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL								

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 5-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO APPROVE A \$100 PER YEAR FEE  
CHARGED TO REGISTERED SEX OFFENDERS AS PROVIDED  
BY TENNESSEE CODE ANNOTATED § 40-39-204**

**WHEREAS**, T.C.A. § 40-39-204 provides that designated law enforcement agencies which have registered sex offenders report quarterly or yearly shall collect from the sex offenders a \$100 yearly fee for administrative costs; and

**WHEREAS**, the Henry County Sheriff's office is an agency that has sex offenders report at designated times during each year; and

**WHEREAS**, the Henry County Sheriff's office will collect from each registered sex offender \$100 per year for administrative costs; and

**WHEREAS**, for violent sex offenders, the fee will be collected once a year during one of their quarterly report dates; and

**WHEREAS**, for non-violent sex offenders, the fee will be collected once a year on their once a year report date; and

**WHEREAS**, offenders who reside in nursing homes and assisted living facilities and offenders committed to mental health institutions or continuously confined to home or health care facilities due to mental and/or physical disabilities are exempt from paying the administrative costs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 20<sup>th</sup> day of August, 2007, does approve that the Henry County Sheriff's Office shall collect a \$100 fee from registered sex offenders yearly as stated above as provided in Tennessee Code Annotated §40-39-204.

**BE IT FURTHER RESOLVED** that sex offenders with disabilities or confined to nursing homes or other institutions be excused from paying the fee as stated above.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Earl Anderson and seconded by Dell Carter to approve  
 Resolution #6-8-07 to adopt Public Chapter 586 regarding a \$10.00 booking fee  
 At the Sheriff's Department

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL			X		X			
CARTER, DELL				X	X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					13			

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 6-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO ADOPT THE PROVISIONS OF 2007  
PUBLIC CHAPTER 586 REGARDING THE IMPOSITION OF A  
BOOKING FEE**

**WHEREAS**, Tennessee Code Annotated, § 40-7-122, authorizes county legislative bodies to pass a resolution to impose an additional fee of not more than Ten Dollars (\$10) for the booking and processing of each person subject to arrest or summons; and

**WHEREAS**, the county legislative body of Henry County is desirous that it be fully compensated for the booking and processing of persons subject to arrest or summons.

**NOW, THEREFORE, BE IT RESOLVED** by the county legislative body of Henry County, Tennessee, meeting in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of the members concurring, that

**SECTION 1.** Pursuant to the provisions of Tennessee Code Annotated § 40-7-122, the Sheriff is entitled to demand and receive a fee of Ten Dollars (\$10) for the booking and processing of each person subject to arrest or summons.

**SECTION 2.** Such fee shall be collected at the same time and in the same manner as other fees are collected by the Sheriff in accordance with Tennessee Code Annotated Title 8, Chapter 21, Part 9.

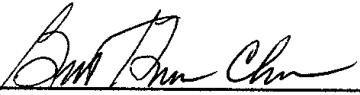
**SECTION 3.** Pursuant to the provisions of Tennessee Code Annotated § 40-7-122, no such fee shall be charged to any person determined by the court to be indigent.

**SECTION 4.** This resolution shall take effect upon adoption, the general welfare requiring it.




**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8.20.07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 8.20.07

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Resolution #7-8-07 was presented to establish a new uniform allowance policy for the Henry County Sheriff's Department. A motion was made by Don Jones and seconded By David Webb to approve this resolution.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARLXX					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON			X		X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID				X	X			
WIRGAU, TIM					X			
TOTAL					13			

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 7-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO ESTABLISH A NEW UNIFORM  
ALLOWANCE POLICY FOR THE HENRY COUNTY SHERIFF'S  
DEPARTMENT**

**WHEREAS**, the Henry County Sheriff's Department has some sixty-eight officers within its department; and

**WHEREAS**, it is normal policy to provide uniforms for the uniformed officers and other employees; and

**WHEREAS**, the Henry County Sheriff has determined that new deputy officers employed and in their first year of employment shall be allotted up to \$1,200 per year for a full issue of clothes at 6 months intervals at \$600 for each 6 months period ; and

**WHEREAS**, the Henry County Sheriff has also determined that new correctional officers employed and in their first year of employment shall be allotted up to \$700 per year for a full issue of clothes at 6 months intervals at \$350 for each 6 months period; and

**WHEREAS**, all other new employees in their first year of employment shall be allotted \$300; and

**WHEREAS**, all other employees shall be allotted \$300 per year; and

**WHEREAS**, the aforementioned funds shall be used only to buy outside clothing articles such as shirts, pants, shoes, hats, jackets, and other authorized items being badges, collar brass, holsters, belts, handcuff cases, badge cases, and items required for a proper uniform; and

**WHEREAS**, items such as handcuffs, flashlights, and other hardware that are used to perform duties, but not part of the uniform, cannot be purchased out of this chart account number; and

**WHEREAS**, each employee shall be paid their allocated amount each fiscal year once the budget is approved; and

**WHEREAS**, new employees will be paid at six months intervals for one-half of their yearly allotment; and

**WHEREAS**, employees shall maintain their clothing according to the department policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of the membership concurring, does hereby approve the establishment of a new uniform policy for the Henry County Sheriff's Department as follows:

1. New deputy officers employed and in their first year of employment shall be allotted up to \$1,200 per year for a full issue of clothes each 6 months at \$600 for each 6 months period.
2. New correctional officers employed and in their first year of employment shall be allotted up to \$700 per year for a full issue of clothes at 6 months intervals at \$350 for each 6 months period.
3. All other new employees in their first year of employment shall be allotted \$300 per year.
4. All other employees shall be allotted \$300 per year.
5. These funds will be used only to buy outside clothing articles as follows: shirts, pants, shoes, hats, jackets, and other authorized items being badges, collar brass, holsters, belts, handcuff cases, badge cases, and items required for a proper uniform.

6. Other items that are used to perform duties, but are not part of the uniform, cannot be purchased out of this uniform chart account number and they are as follows: handcuffs, flashlights, and other hardware that are used to perform duties, but not part of the uniform.

**BE IT FURTHER RESOLVED** that any and all acts previously passed by this Board of County Commissioners which are in conflict with this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

**BE IT FURTHER RESOLVED** that this approval and authorization shall become effective upon passage by the County Commission and approval of the County Mayor.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 8-20-07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN**  
**HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR**  
**COUNTY CLERK**

APPROVED 8-20-07

  
\_\_\_\_\_  
**BRENT GREER**  
**HENRY COUNTY MAYOR**

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Don Jones and seconded by David Webb to approve  
 Resolution 8-8-07 to adopt the new flood plain maps effective September 28, 2007.

ITEM NO. 15

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH	X							
JONES, DON			X					
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES	X							
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID				X				
WIRGAU, TIM								
TOTAL								

DATE : 08/20/2007

VOICE VOTE CARRIED

001085

**RESOLUTION NO. 8-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO ADOPT THE NEW FLOOD PLAIN  
MAPS EFFECTIVE SEPTEMBER 28, 2007**

**WHEREAS**, relief is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

**WHEREAS**, pursuant to Henry County Commission Resolution 8-9-90, the Commission did vote its intent to participate in the National Flood Insurance Program; and

**WHEREAS**, new flood plain maps have been distributed to Henry County and it is Henry County's intent to continue to participate in the National Flood Insurance Program; and

**WHEREAS**, the Henry County Planning Commission has reviewed the required regulations and the new Flood Plain Maps and now presents the new maps for approval by the Henry County Commission for adoption.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of the membership concurring, does hereby adopt the new Flood Plain Maps for the purpose of establishing Areas of Special Flood Hazard – The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Rate Maps, 47079C0025E, 47079C0050E, 47079C0075E, 47079C0150E, 47079C0175E, 47079C0200E, 47079C0225E, 47079C0250E, 47079C0275E, 47079C0300E, 47079C0305E, 47079C0310E, 47079C0315E, 47079C0320E, 47079C0350E, 47079C0375E, 47079C0400E, 47079C0425E, 47079C0450E,

47079C0475E, 47079C0500E, 47079C0525E, and 47079C0550E, Henry County, Tennessee, dated September 28, 2007, and Flood Insurance Study Number 47079CV000B, and further authorizes the County Mayor to proceed with all necessary documentation to meet the requirement of the Federal Emergency Management Association (FEMA) for the adoption of the new Flood Plain Maps which become effective September 28, 2007.

**BE IT FINALLY RESOLVED**, that a true copy of this resolution be spread upon the Commission record of this date.

**PASSED** 8.20.07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN**  
**HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR**  
**COUNTY CLERK**

**APPROVED** 8.20.07

  
\_\_\_\_\_  
**BRENT GREER**  
**HENRY COUNTY MAYOR**



ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Resolution #9-8-07 was presented to raise the dollar amount above which sealed bids  
 Must be solicited for an expenditure or sale by the Henry County General Government  
 And the Henry County Solid Waste to \$10,000.00. A motion was made by Bobby  
 Freeman and seconded by Paul Mathenia to approve this resolution.

ITEM NO. 16

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY			X		X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL				X	X			
DAN PASCHALL						X		
TRAVIS, JAMES	X							
VEAZEY, RANDY						X		
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID						X		
WIRGAU, TIM					X			
TOTAL	2				10	3		

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 9-8-07**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO RAISE THE DOLLAR AMOUNT ABOVE WHICH SEALED BIDS MUST BE SOLICITED FOR AN EXPENDITURE OR SALE BY HENRY COUNTY GENERAL GOVERNMENT AND HENRY COUNTY SOLID WASTE**

**WHEREAS**, the County Purchasing Law of 1957, Tennessee Code Annotated § 5-14-101 *et seq.*, is applicable in Henry County; and

**WHEREAS**, pursuant to Tennessee Code Annotated §5-14-108(c)(1), if the amount of an expenditure or sale is estimated to exceed five hundred dollars (\$500), sealed bids shall be solicited, unless the county legislative body by resolution establishes a higher amount not to exceed ten thousand dollars (\$10,000); and

**WHEREAS**, the county legislative body of Henry County finds that the amount above which sealed bids shall be required should be raised to ten thousand dollars (\$10,000).

**NOW, THEREFORE, BE IT RESOLVED** by the Henry County, Tennessee Board of Commissioners, meeting in regular session on this 20<sup>th</sup> day of August, 2007, a majority or more of the membership concurring, that the amount above which sealed bids are required is hereby raised to ten thousand dollars (\$10,000), for all general government and solid waste expenditures or purchases, except as otherwise provided in the County Purchasing Law of 1957, Tennessee Code Annotated § 5-14-101 *et seq.*

**BE IT FURTHER RESOLVED** that this Resolution shall take effect on September 1, 2007, and that immediately after its passage and approval, a copy of this Resolution shall be mailed or otherwise delivered by hand delivery to each official within Henry County having responsibility for purchasing.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR  
COUNTY CLERK**

**APPROVED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Larry Watson and seconded by Dell Carter to approve Resolution #10-8-07 to amend resolution 7-3-02 which adopted property management policies and procedures with a formal fixed asset system for Henry County.

ITEM NO. 17

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL				X	X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF					X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY			X					
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	2				13			

DATE : 08/20/2007

MOTION CARRIED

**RESOLUTION NO. 10-8-07**

**A RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS TO AMEND RESOLUTION NUMBER 7-3-02 WHICH ADOPTED PROPERTY MANAGEMENT POLICIES AND PROCEDURES WITH A FORMAL FIXED ASSET SYSTEM FOR HENRY COUNTY**

**WHEREAS**, the Henry County Commission, during its regular session held on March 18, 2002, did approve the Henry County, Tennessee Property Management Policies and Procedures with said Property Management Policies and Procedures to become effective upon adoption by the County Commission and approval by the County Executive; and

**WHEREAS**, the County now finds it necessary that a certain amendment be added to the PROPERTY MANAGEMENT POLICIES AND PROCEDURES MANUAL with a section to be included in the MANUAL on Page 6, Paragraph: Infrastructure, by adding Number 3 with phrases as follows:

Value determination method of "Right of Way" shall be \$1.00 per rod.

Determination of when "infrastructure" shall be considered new is when the surface type of a road/bridge changes. EX: Gravel to Tar/Chip.

**NOW, THEREFORE, BE IT RESOLVED** by the Henry County, Tennessee Board of Commissioners, meeting in regular session on this 20<sup>th</sup> day of August, 2007, does hereby amend Resolution Number 7-3-02 by amending the PROPERTY MANAGEMENT POLICIES AND PROCEDURES MANUAL by adding a section to be included in the MANUAL on Page 6, Paragraph: Infrastructure, by adding Number 3 with phrases as follows:

Value determination method of "Right of Way" shall be \$1.00 per rod.

Determination of when "infrastructure" shall be considered new is when the surface type of a road/bridge changes. EX: Gravel to Tar/Chip.


**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN**  
**HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**JERRY D. BOMAR**  
**COUNTY CLERK**

**APPROVED** 8-20-07

  
\_\_\_\_\_  
**BRENT GREER**  
**HENRY COUNTY MAYOR**

**FORMULA FOR COST OF RIGHT OF WAY**

**THE STATE MEASURES ROADS IN RODS**

**THE VALUE OF A ROD \$1.00**

**FEET IN EACH ROD 16.50'**

**FEET IN ONE MILE OF ROAD 5280'**

**RODS IN ONE MILE 320**

**AVERAGE RIGHT OF WAY 16.50'**

**BACH SIDE OF ROAD RIGHT OF WAY AVERAGE 8.25'**

**TO FIGURE THE VALUE OF RIGHT OF WAY**

**5280' IN A MILE**

**DIVIDED BY 16.50' ONE ROD**

**■ 320 RODS IS A MILE**

**320 X 8.25 X 2 EACH SIDE OF ROAD = 5280.00 ROUNDED OFF TO THE NEAREST 1000 - 5000**

**HENRY COUNTY  
HIGHWAY DEPARTMENT  
BOX 674  
PARIS, TENN. 38242**

001094

HENRY COUNTY, TENNESSEE

**PROPERTY MANAGEMENT  
POLICIES AND PROCEDURES MANUAL**

**INTRODUCTION**

The Henry County Legislative Body approved the establishment of a formal Fixed Asset System for Henry County on March 18, 2002.

A Fixed Asset System can be defined as a system of property management designed for the collection of all the relevant information on assets owned, including the procedures used to report the data, the defined responsibilities of those participating in administering the system, and the paperwork and forms used in reporting the additions, deletions, transfers and changes.

Establishing and maintaining a fixed asset system for Henry County can help achieve the following goals:

- More credible financial statements
- Unqualified auditor's opinion relative to fixed assets
- Possible lower interest rates on security offerings
- Stronger stewardship of assets purchased with public funds
- Accountability of all qualifying assets, included unrecorded fixed assets such as lease purchases
- Stronger maintenance managements of buildings and equipment
- Stronger risk management relative to adequate insurance coverage
- More control over duplication of purchases
- Reduction in potential for loss of government funds due to violations of grant requirements
- Stronger control over disposal of surplus/scrap property

This manual outlines and defines the plan for future fixed asset purchases and accounting and administrative procedures proposed for establishing and maintaining a workable fixed asset system in order to achieve these goals.



## **ADMINISTRATIVE POLICIES AND PROCEDURES**

Administrative policies and procedures are outlined below:

### **Departmental Property Coordinator**

The department head: County Executive, Director of Schools and Highway Superintendent, will be the designated person responsible for the custody and control of the departmental property as the Departmental Property Coordinator.

The responsibilities of the Departmental Property Coordinator include:

- \* Coordinating and implementing the annual inventory for fixed assets
- \* Reconciling and reporting differences between the annual inventory and the fixed asset listing per departmental records
- \* Receiving and recording all purchases of fixed assets
- \* Reporting and recording all fixed asset transfers
- \* Reporting and recording all fixed assets declared scrap
- \* To report or record theft and other losses that cannot be explained. In the case of theft, the Departmental Property Coordinator will also be responsible for notifying the police and forwarding a copy of the police report to the Asset Accounting Department
- \* Working closely with the Fixed Asset Accounting Director to make sure the department fixed asset records agree with the accounting records

### **Periodic Review**

The Asset Accounting Department will provide a listing of the fixed assets file at least annually to the Departmental Property Coordinator. This list will include all the property for which the department is responsible. The Departmental Property Coordinator will verify the listing; reconcile any discrepancies; sign, date and return the original copies to the Asset Accounting Director.

### **Filing Acquisition/Disposition Records**

Acquisition/Disposition records should be filed in the Asset Accounting Department and a copy filed together with the fixed asset inventory listing in each department.

## ACCOUNTING POLICIES

Accounting policies address the capitalization policy, classes of property, and divisions of personal property as fixed assets.

### Capitalization Policy

To be classified as a Fixed Asset, the item must have (1) a useful life of more than one year and (2) a historical cost as determined below. Historical cost includes installation, freight and all other cost incurred to make the asset operable.

#### Classes of Capital Property

- |    |   |                        |                          |
|----|---|------------------------|--------------------------|
| 1. | Real Property                                     | \$15,000               | 25 years or life of note |
|    | a. Land – not depreciable                         |                        |                          |
|    | b. Land Improvements – <del>not</del> depreciable |                        |                          |
|    | c. Buildings                                      |                        |                          |
|    | d. Construction in Progress                       |                        |                          |
| 2. | Motor Vehicles                                    | \$10,000               |                          |
|    | a. Cars   |                        | 5 year life              |
|    | b. Trucks   |                        | 5 year life              |
|    | c. Buses  |                        | 5-10 year life           |
|    | d. Vans   |                        | 5 year life              |
| 3. | Equipment   | \$10,000               | 5 year life              |
|    | a. Machinery                                      |                        |                          |
|    | b. Power Equipment                                |                        |                          |
| 4. | Infrastructure                                    |                        | 20 – 50 year life        |
|    | a. Roads  | \$15,000/mile          |                          |
|    | b. Bridges  | \$30,000/box/span      |                          |
|    | c. Other  | runways, runway lights |                          |
| 5. | Personal Property                                 | <del>\$500</del>       | 5 year life              |
|    |   | \$5000 amended         |                          |

## **Fixed Assets**

1. Fixed assets are those personal property items that fall within the scope of the capitalization policy. Purchases that fall within these guidelines require the following accounting procedures.
2. These assets will be handled as a perpetual inventory. That is, all additions, deletions, transfers, etc. will be tracked from the date of the acquisition through authorized disposition. These procedures are outlined in the following accounting procedures.

## **ACCOUNTING PROCEDURES**

Accounting Procedures outline the guidelines for acquisition and disposition of each class of property.

### **Real Property**

1. Real Property Acquisition/Disposition Record
  - a. Upon acquisition of Real Property, a Real Property Acquisition/Disposition Record should be filed with the Asset Accounting Department.
  - b. Major changes to real property must be reported to the Asset Accounting Department as soon as possible after the change occurs. Major changes include sale or lease, change in insurance level, change in name, additions and renovations.
  - c. Construction in progress at the end of each fiscal year should be evaluated and reported to the Asset Accounting Department as soon after June 30 as possible.

### **Fixed Assets Acquired by Purchase:**

1. If an item being purchased meets the requirements to be classified as a Fixed Asset, the department purchasing the item will remit a copy of the Acquisition/Disposition Record form to the Asset Accounting Department at the time the invoices are submitted for payment. The Department (Highway, School, County Executive Office) should retain a copy of all completed Acquisition/Disposition records.
2. Accounts Payable will not normally process payment of invoices for Fixed Assets, which do not have a copy of the Acquisition/Disposition Form attached.

Fixed Assets Acquired by Donation or Gift:

1. Complete a Property Acquisition/Disposition Record. Retain a copy for department files and submit a copy to the Asset Accounting Department.

Fixed Assets Transferred Between Departments:

1. Department heads will agree on the transfer.
2. Acquisition/Disposition form should be turned in to the Asset Accounting Department.
3. The Asset Accounting Department will transfer accountability for the asset from the originating department to the receiving department.
4. The receiving department will then be accountable for the property until it is declared surplus or disposed of by other approved methods.

Fixed Assets Stolen:

1. In the event a fixed asset is stolen, a stolen property report should be filed with the Police Department.
2. Complete the "Disposition" portion of the Acquisition/Disposition form and send a copy to the Asset Accounting Department
3. Remove the item from your current asset records, but retain a copy of the Acquisition/Disposition record in your fixed asset file.

Fixed Assets Declared Scrap:

1. In the event a Fixed Asset is no longer of any value, the Disposition section of the Acquisition/Disposition form should be completed including method of disposal and a copy should be turned in to the Asset Accounting Department.

**Motor Vehicles**

1. The same procedures should be followed for motor vehicles as set forth in the accounting procedures for all Fixed Assets with the exception that the Motor Vehicle Acquisition/Disposition form be used for reporting.

**Equipment**

1. The same procedures should be followed for equipment as set forth in the accounting procedures for all Fixed Assets with the exception that the Equipment Acquisition/Disposition form be used for reporting.

### **Infrastructure**

1. A listing of County roads and bridges will be provided to the Asset Accounting Department by the Highway Department.
2. This listing will be maintained and updated by the Highway Department and any updated information should be reported to the Asset Accounting Department.

### **Personal Property**

1. The same procedures should be followed for personal property as set forth in the accounting procedures for all Fixed Assets with the exception that the *Personal Property Acquisition/Disposition* form be used for reporting. Personal Property is defined as any property meeting the requirements to be classified as a fixed asset, but which does not fit in the categories of Real Property, Motor Vehicles, Equipment or Infrastructure.

**HENRY COUNTY, TENNESSEE  
FIXED ASSET ACQUISITION/DISPOSITION RECORD**

**REAL PROPERTY**

**ACQUISITION:**

ACCOUNT CODE \_\_\_\_\_ DATE ACQUIRED \_\_\_\_\_

**LAND**

DIST/MAP/GROUP/PARCEL \_\_\_\_\_

DEED BK/PAGE \_\_\_\_\_ PURCHASE PRICE \_\_\_\_\_

DEED RESTRICTIONS \_\_\_\_\_

PROPERTY NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

METHOD OF ACQUISITION \_\_\_\_\_

NO. OF ACRES \_\_\_\_\_ NO. BLDGS ON PROPERTY \_\_\_\_\_

**BUILDINGS**

TYPE OF CONSTRUCTION \_\_\_\_\_ COST \_\_\_\_\_

PURPOSE OF FACILITY \_\_\_\_\_

INSURED AMOUNT \_\_\_\_\_ POLICY NO. \_\_\_\_\_

SQUARE FOOTAGE \_\_\_\_\_ NO. FLOORS \_\_\_\_\_

ADDITIONS AND/OR RENOVATIONS (date, type, cost): \_\_\_\_\_

**DISPOSITION:**

DATE OF DISPOSITION \_\_\_\_\_

METHOD OF DISPOSITION (transfer, sale) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

DEPARTMENTAL PROPERTY COORDINATOR

**HENRY COUNTY, TENNESSEE**  
**FIXED ASSET ACQUISITION/DISPOSITION RECORD**  
**INFRASTRUCTURE**

ACCOUNT \_\_\_\_\_ CLASS \_\_\_\_\_

LOCATION/NAME \_\_\_\_\_ ROUTE \_\_\_\_\_

ITEM DESCRIPTION/BRIDGE # \_\_\_\_\_

STRUCTURE TYPE \_\_\_\_\_

MAP # \_\_\_\_\_ LOG MILE \_\_\_\_\_ # OF SPANS \_\_\_\_\_

ROADWAY \_\_\_\_\_ MAX. SPAN \_\_\_\_\_ TOTAL LENGTH \_\_\_\_\_

ROADBED \_\_\_\_\_ RIGHT OF WAY \_\_\_\_\_

PURCHASE PRICE \$ \_\_\_\_\_

**ACQUISITION:**

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

TRANSFERRED FROM (DEPT.) \_\_\_\_\_

**DISPOSITION:**

OTHER \_\_\_\_\_

METHOD OF DISPOSAL \_\_\_\_\_

TRANSFERRED TO (DEPT.) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
DEPARTMENT PROPERTY COORDINATOR

**HENRY COUNTY, TENNESSEE**  
**FIXED ASSET ACQUISITION/DISPOSITION RECORD**  
**EQUIPMENT**

ACCOUNT \_\_\_\_\_ CLASS \_\_\_\_\_

LOCATION \_\_\_\_\_ ITEM # \_\_\_\_\_

ITEM DESCRIPTION \_\_\_\_\_

VENDOR \_\_\_\_\_

MAKE/MODEL \_\_\_\_\_ SERIAL # \_\_\_\_\_

LICENSE PLATE NUMBER (if applicable) \_\_\_\_\_

PURCHASE PRICE \$ \_\_\_\_\_

**ACQUISITION:**

DATE RECEIVED \_\_\_\_\_ PURCHASE ORDER NO. \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

TRANSFERRED FROM (DEPT.) \_\_\_\_\_

**DISPOSITION:**

\_\_\_\_\_ TRANSFER \_\_\_\_\_ STOLEN \_\_\_\_\_ SCRAP

OTHER \_\_\_\_\_

METHOD OF DISPOSAL \_\_\_\_\_

TRANSFERRED TO (DEPT.) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
DEPARTMENTAL PROPERTY COORDINATOR



**HENRY COUNTY, TENNESSEE  
FIXED ASSET ACQUISITION/DISPOSITION RECORD**

**MOTOR VEHICLE**

ACCOUNT CODE \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER (VIN) \_\_\_\_\_

VEHICLE DESCRIPTION \_\_\_\_\_

MAKE AND MODEL OF VEHICLE \_\_\_\_\_

LICENSE PLATE NUMBER \_\_\_\_\_

LOCATION (DEPT) \_\_\_\_\_

**ACQUISITION:**

DATE RECEIVED \_\_\_\_\_ PURCHASE ORDER NO. \_\_\_\_\_

PURCHASED FROM \_\_\_\_\_ PRICE \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

OTHER \_\_\_\_\_

**DISPOSITION:**

\_\_\_\_\_ TRANSFER \_\_\_\_\_ TRADE-IN \_\_\_\_\_ STOLEN \_\_\_\_\_ SCRAP \_\_\_\_\_ SOLD

OTHER \_\_\_\_\_

TRANSFERRED TO \_\_\_\_\_

TRADED TO \_\_\_\_\_ TRADE IN ALLOWANCE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
DEPARTMENTAL PROPERTY COORDINATOR

**HENRY COUNTY, TENNESSEE  
FIXED ASSET ACQUISITION/DISPOSITION RECORD  
PERSONAL PROPERTY**

ACCOUNT \_\_\_\_\_ CLASS \_\_\_\_\_

LOCATION \_\_\_\_\_ TAG # \_\_\_\_\_

ITEM DESCRIPTION \_\_\_\_\_

VENDOR \_\_\_\_\_

MAKE/MODEL \_\_\_\_\_ SERIAL # \_\_\_\_\_

LICENSE PLATE NUMBER (if applicable) \_\_\_\_\_

PURCHASE PRICE \$ \_\_\_\_\_

**ACQUISITION:**

DATE RECEIVED \_\_\_\_\_ PURCHASE ORDER NO. \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

TRANSFERRED FROM (DEPT.) \_\_\_\_\_

**DISPOSITION:**

\_\_\_\_\_ TRANSFER      \_\_\_\_\_ STOLEN      \_\_\_\_\_ SCRAP

OTHER \_\_\_\_\_

METHOD OF DISPOSAL \_\_\_\_\_

TRANSFERRED TO (DEPT.) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
DEPARTMENTAL PROPERTY COORDINATOR

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

The following property was presented for delinquent taxes: 50 x 100, 13 th Civil District Map 23, Group A on Catfish Road with back taxes in the amount \$1000.00 A bid was made by Chad Craig in the amount of \$985.00. A motion was made by Dell Carter and seconded by Jeff Hamlin that this bid be accepted subject to statutory raises.

ITEM NO. 18

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL			X		X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY					X			
HAMLIN, JEFF				X	X			
HUMPHREYS, KENNETH	X							
JONES, DON					X			
MATHENIA, PAUL					X			
DAN PASCHALL					X			
TRAVIS, JAMES	X							
VEAZEY, RANDY					X			
WARREN, MARY					X			
WATSON, LARRY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL					13			

DATE : 08/20/2007

MOTION CARRIED

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Rick Kriesky spoke to the Commission about the renovation of Weston Hall and said He was planning a joint meeting with the School Board and Commission to look and Discuss this building.

NO ACTION TAKEN

ITEM NO. 19

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE :

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Dell Carter and seconded by Mitchell Evans to adjourn.

ITEM NO. 20

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL			X					
EVANS, MITCHELL				X				
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
DAN PASCHALL								
TRAVIS, JAMES								
VEAZEY, RANDY								
WARREN, MARY								
WATSON, LARRY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 08/20/2007

VOICE VOTE CARRIED

081102