

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 17, 2015 at 5:00 p.m. Present and presiding the Honorable Brent Greer, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Monte Belew.

ITEM NO. 2 The invocation was led by Commissioner Travis.

ITEM NO. 3 The pledge to the flag was led by Commissioner Mathenia.

ITEM NO. 4 Roll Call

The following Commissioners were present: Wesley Bradley, Dell Carter, Greg Carter, Bobby Freeman, Randy Gean, Kenneth Humphreys, Don Jones, Kreg Kyle, Paul Mathenia, Connie McSwain, Paul Neal, Monte Starks, James Travis, Marty Visser and David Webb.

ITEM NO. 5 Citizen's Forum – Rod Frey addressed the Commission as a citizen, nominating Jill Coker for the vacancy on the Henry County Board of Education, to fill the unexpired 4-year term of Robert Sleadd.

THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 7 – Charlie Curtiss, Executive Director of the Tennessee County Commission Association gave a short presentation, stating he is the liason between the Commissioners and the State Legislature. He urged anyone on the Commission to feel free to contact him at any time with questions or concerns.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Jones and seconded by Commissioner Greg Carter to approve Resolution A1-08-15, appointing Jill Coker to the Henry County Board of Education, to fill the unexpired 4-year term of Robert Sleadd with term ending August 2016.

ITEM NO. 8

	Jill Coker	Laura Davis	MOTION	SECOND
BRADLEY, WESLEY	X			
CARTER, DELL	X			
CARTER, GREG	X			X
FREEMAN, BOBBY	X			
GEAN, RANDY	X			
HUMPHREYS, KENNETH	X			
JONES, DON	X		X	
KYLE, KREG	X			
MATHENIA, PAUL	X			
MCSWAIN, CONNIE	X			
NEAL, PAUL	X			
STARKS, MONTE	X			
TRAVIS, JAMES	X			
VISSER, MARTY	X			
WEBB, DAVID		X		
TOTAL	14	1		

MOTION CARRIED

DATE : 8-17-15

RESOLUTION NO. A1-08-15

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 17th day of August, 2015, a majority or more of said Commissioners concurring, that:

SECTION 1. Jill Coker be and hereby has been appointed to the Henry County Board of Education to fill the unexpired 4-year term of Robert Sleadd with term ending August 2016.

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.

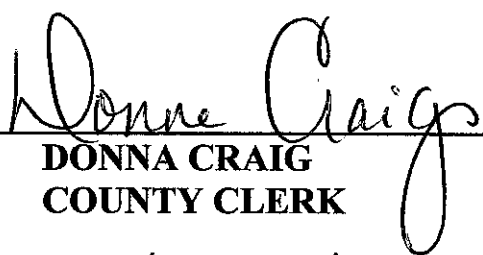
BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Mayor, the public welfare requiring it.

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

PASSED 8-17-15

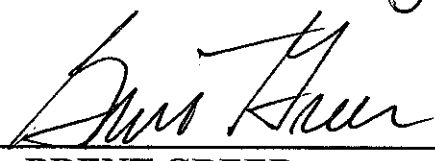


**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 8-17-15



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Visser made a motion to approve the Consent Agenda, which consists of the following: Minutes of the meeting of July 20, 2015, monthly reports, quarterly reports, year-end reports, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Todd A. Rose, Evelyn Davis, Marie Trent, Verna Odom, Rhonda C. Paschall, and William R. Neese. Commissioner Starks seconded the motion.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL								
CARTER, GREG								
FREEMAN, BOBBY								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
STARKS, MONTE				X				
TRAVIS, JAMES								
VISSER, MARTY			X					
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-17-15

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Humphreys and seconded by Commissioner Bradley to approve Resolution 1-8-15, to authorize certain changes in the budget for Fiscal 2015-2016.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY				X	X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-17-15

RESOLUTION #1-8-15

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 2015-2016

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2015, adopted the budget for the Henry County General Fund for fiscal 2015-2016; 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 17th day of August 2015, 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:

TRUSTEE'S OFFICE

INCREASE ACCOUNT 52400-599, entitled "Other Charges," in the amount of \$400.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$400.00

This transfer is due to this amount being left out of the budget. The Trustee requested the funds during the budget process and it was omitted by mistake on the budget.

SHERIFF'S DEPARTMENT

INCREASE ACCOUNT 54110-399, entitled "Other Contracted Services," in the amount of \$9,400.00

DECREASE ACCOUNT 54110-169, entitled "Part-time Personnel," in the amount of \$9,400.00

INCREASE REVENUE ACCOUNT 46980, entitled "Operating Transfers," in the amount of \$12,000.00

INCREASE ACCOUNT 54210-169, entitled "Part-time Personnel," in the amount of \$12,000.00

Please see memo from Sheriff Belew regarding this request.

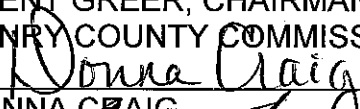
BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED 8-17-15




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-17-15



BRENT GREER
COUNTY MAYOR

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Kyle made a motion to approve Resolution 2-8-15, to authorize the Henry County Trustee to reclaim all unclaimed or uncashed checks under \$50.00 prior to January 30, 2013. Commissioner Gean seconded the motion.

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
GEAN, RANDY				X	X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG			X		X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-17-15

RESOLUTION NO. 2-08-15

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE, BOARD OF COMMISSIONERS TO AUTHORIZE THE HENRY COUNTY TRUSTEE TO RECLAIM ALL UNCLAIMED OR UNCASHED CHECKS UNDER \$50.00 PRIOR TO JANUARY 30, 2013

WHEREAS, Henry County Board of Commissioners determine that it is in the best interest to the citizens of Henry County to reclaim various checks under \$50.00, that remain outstanding on the books of the Trustee of Henry County; and

WHEREAS, these checks were issued prior to January 30, 2013, and have exceeded the required time authorized on the check for validity; and

WHEREAS, the Henry County Trustee requests permission to void these checks and transfer said monies back into fees and commission and return to the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 17th day of August, 2015, hereby authorizes the Trustee of Henry County to void the attached list of checks and and return said monies to the General Fund of Henry County, Tennessee.

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

PASSED 8-17-15




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-17-15



BRENT GREER
HENRY COUNTY MAYOR



I have prepared a list of checks, some that go back several years, which have not cleared the Henry County Trustee's checking account. I have consulted with CTAS and Audit on how to clear up these old outstanding checks. They advised me to contact the Treasury Department Unclaimed Property Division. It requires that all checks over \$50 must be turned over to the Treasury Department. All checks under \$50 can go before the County Commission and approved to be taken back into fees and commissions.

I am requesting that we void the checks that are still outstanding and take them back into fees and commissions that will be transferred to the General Fund at the end of the month.

Thank You,

Randi French

Randi French

Henry County Trustee

00 309

Security Bank

02/28/02	6222	7.64
10/08/02	6473	4.51
10/29/02	6493	3.00
12/16/02	6543	3.30
02/13/03	6035	31.00
02/28/03	6055	5.67
10/14/03	6315	19.73
02/29/04	6483	28.00
06/27/05	7042	4.48
10/21/05	7168	1.00
12/29/05	7243	1.00
02/24/06	7318	34.09
02/28/06	7340	24.00
07/27/06	7499	38.20
02/26/07	8009	1.00
02/28/07	8018	7.02
02/28/07	8017	4.28
03/12/07	8043	3.79
03/15/07	8050	6.00
04/18/08	8381	9.00
10/28/10	8747	21.00
01/04/11	8804	22.00
11/04/11	8914	21.00
03/02/12	8982	43.00
05/21/12	9007	5.00
01/09/13	9080	1.88
01/30/13	9088	1.00

351.59

00 310

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Kyle and seconded by Commissioner Humphreys to approve Resolution 3-08-15, to authorize the issuance, sale, and payment of Capital Outlay Notes not exceed \$156,645.

ITEM NO. 12

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH				X	X			
JONES, DON					X			
KYLE, KREG			X		X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-17-15

RESOLUTION NO. 3-08-15

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE, SALE, AND PAYMENT OF CAPITAL OUTLAY NOTES NOT TO EXCEED \$156,645

WHEREAS, the Governing Body of Henry County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the "Project"): Capital Outlay Note 2015-2016 Fiscal Year (See Attachment).

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Henry County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed one-hundred fifty-six thousand six hundred forty five dollars (\$156,645) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "2015 Capital Outlay Notes, Series 2015a", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination (s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed 3 percent (3%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least See Attachment year. The existing balance of said note will be retired prior to the end of the 2015-2016 fiscal year.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and

accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

If applicable, the Notes shall be further secured by Not Applicable.

(If the revenues generated by Project are to be applied as additional security for the Notes, describe such revenues here.)

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Mayor of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remain outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 11. That, if any of the Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the State Director of Local Finance.

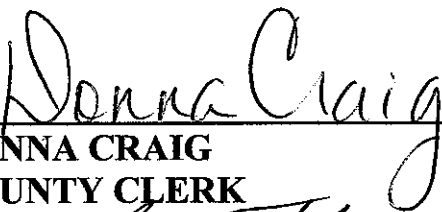
Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 17th day of August, 2015.

PASSED 8-17-15



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-17-15



BRENT GREER
HENRY COUNTY MAYOR

ATTACHMENT "A"

CAPITAL PROJECTS

<u>General Admin</u>		<u>Estimated Life</u>
Airport Improvements	\$8,636	20 yrs.
Building Improvements	\$70,000	Various
Data Processing	\$17,198	5 yrs.
Furniture & Fixtures	\$5,200	5 yrs.
Heating & A/C	\$21,198	5 yrs.
Law Enforcement Equipment	\$29,000	3 yrs.
Transportation Equipment	\$5,413	3 yrs.
Total	\$156,645	

00 315

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Mathenia made a motion to approve Resolution 4-8-15, to authorize a lease agreement for construction of a helicopter hangar facility at Henry County Airport by Air Evac EMS, Inc. for the purpose of operating an air ambulance service. The motion was seconded by Commissioner Kyle.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG				X	X			
MATHENIA, PAUL			X		X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-17-15

RESOLUTION NO. 4-8-15

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE A LEASE AGREEMENT FOR CONSTRUCTION OF A HELICOPTER HANGAR FACILITY AT HENRY COUNTY AIRPORT BY AIR EVAC EMS, INC. FOR THE PURPOSE OF OPERATING AN AIR AMBULANCE SERVICE

WHEREAS, Henry County, Tennessee owns a general aviation airport known as Henry County Airport; and

WHEREAS, the Henry County Commission has duly appointed an Airport Committee to oversee the operations of said airport pursuant to budgetary and other outlines as set forth by the Henry County Commission; and

WHEREAS, the Henry County Airport Committee, by proper motion and adoption, voted to recommend that a Lease Agreement be entered into between Henry County, Tennessee and Air Evac whereby, Air Evac will construct an airplane hangar facility, at Lessee's expense, pursuant to the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17th day of August, 2015, a majority or more of said membership concurring, does hereby approve the attached Lease Agreement between Henry County, Tennessee (hereinafter the "Lessor") and Air Evac (hereinafter the "Lessee") to allow Lessee to construct a hangar facility for their airplane at Henry County Airport subject to all conditions set forth by and within the attached Lease Agreement.

BE IT FURTHER RESOLVED that the County Mayor of Henry County, Tennessee, is hereby authorized, empowered, and directed to enter said agreement on behalf of Henry County as its agent with authority to enforce all parts of said Lease Agreement between Henry County, Tennessee known as (“Lessor”) and Air Evac known as (“Lessee”).

BE IT FURTHER RESOLVED that the attached Lease Agreement does hereby become a part of this Resolution and to be entered upon the minutes of this Commission as such.

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

PASSED 8-17-15




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 8-17-15



BRENT GREER
HENRY COUNTY MAYOR

LEASE AGREEMENT

This Lease Agreement entered into and between **Henry County, Tennessee**, (hereafter "Lessor") and **Air Evac EMS, Inc.**, (hereafter "Lessee")

Whereas, the Lessor operates the Henry County Airport, and the Lessee desires to construct a hangar facility for its use as an Air Ambulance service as at said airport. Additionally the Lessee wishes to construct a helicopter landing pad , parking area and install a modular office and living quarters for aircrew personnel. Such facilities to be at Lessee's expense, and

Whereas, the Lessor is agreeable to said construction, and is further agreeable to the Lessee leasing the ground for such a facility for the purposes of operating an Air Ambulance service at a minimal rent in exchange for the Lessee constructing said facility and operating an Air Ambulance service at Lessee's expense.

Now, Therefore, in consideration of the Premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, The parties agree as follows:

1. The initial term of the lease shall be from September 1, 2015 to August 31, 2035; provided, however, that within sixty (60) days after the date of this Lease, Lessee shall have the right (at its expense) to order a Phase I environmental study and other additional environmental, geological, or soil testing of the Premises. If such studies or tests disclose the presence of hazardous substances or other environmental, geological, or soil conditions that are unacceptable to the Lessee, the Lessee shall be entitled to terminate this Lease upon written notice to Lessor. At the expiration of this Lease, Lessee shall have two (2) options to extend the term of this Lease for additional terms of five (5) years each, upon giving at least 180 days written notice to Lessor prior to the expiration of the original term or the first (1st) extended term, as the case may be. Rent for such additional terms, if exercised, shall be at a fair market value rate as agreed by the parties or, if the parties cannot reasonably agree within thirty (30) days after notice of extension has been given, as determined by an appraiser with experience in similar properties who is reasonably acceptable to both Lessor and Lessee. If the parties agree on such an appraiser, the decision of such appraiser shall be final, and shall be made within thirty (30) days of appointment. If the parties cannot agree on such an appraiser, each party shall choose its own appraiser, and the two appraisers shall each present their estimate of fair market value rent within thirty (30) days of appointment. If such estimates are within ten percent (10%), the average of such estimates shall be deemed to be the fair market rent. If such estimates are more than ten percent (10%) apart and the parties cannot reasonably agree on a compromise fair market value rent, the two chosen appraisers shall mutually select a third appraiser, whose decision shall be final and binding, and shall be not higher than the higher of the two prior appraisals and not lower than the lower of the two prior appraisals. If the parties use a single appraiser or a third appraiser, they shall share in the costs equally. If the parties each select their own appraiser, they shall each pay their own costs associated with such appraiser.
2. During the initial term of this Lease, the rent will be one dollar (\$1.00) per year payable on or before the commencement of each year of the lease.
3. The Lessee will be leasing only the space described in this Lease Agreement. The Lessor will remain

responsible for the maintenance and upkeep of the remainder of the airport facility. The Lessee will be responsible for the construction, at Lessee's expense, of a hangar which is to be 30 feet wide with a depth of 50 feet. A steel frame building with metal siding and a gable type roof. The building will have a minimum clearance of 16 feet. It will be constructed with appropriate water and electrical services. The building will be constructed so as to coordinate the color of the building with the existing hangars in the proximity of the Premises. A modular building, for offices and crew quarters, will be placed in the area of the hangar and it also will coordinate with the color of the hangar being constructed. The Lessee will construct a concrete parking lot for a minimum of five parking spaces adjacent to the facility. A 50 foot by 50 foot concrete helicopter landing pad will be constructed forward of the hangar.

Construction of the facility is a material part of the consideration for the execution of this Lease Agreement. Construction of the facility by the Lessee will be in compliance with all Local, State, and Federal Rules and Regulations. In the event construction of this facility is not completed by March 31, 2016, then the Lessor, at its option, may give written notice of termination of this Lease Agreement and the Lessee shall have no further rights hereunder with the land being leased to be returned to the Lessor.

Prior to the commencement of construction the Lessee will provide the Lessor with Certification of Insurance indicating commercially reasonable coverage for all of the following:

- a. Loss or liability arising out of construction on the Premises;
- b. Casualty (covering loss of improvements constructed on the Premises);
- c. Premises liability; and
- d. Commercial aviation liability (public [third party] liability and passenger liability).

Lessee shall maintain such insurance coverage at all times while it occupies the Premises. Lessee shall name Lessor as an additional insured, as its interest may appear, with respect to Lessee's operations on all of the aforementioned insurance policies, and shall promptly notify Lessor of renewals, modifications, and lapses of such insurance policies. Lessor shall also promptly notify Lessor of any insurance claims or legal claims filed against it which are in any way related to Lessee's use of the Premises. Lessee shall indemnify and hold harmless Lessor for any claims brought against Lessor which are attributable to Lessee's intentional or negligent acts or omissions.

4. The property to be leased (the "Premises") is described as follows:

On the property located at the Northeast area of the airport near the intersection of State Highway 69 North and Diggs Road, and on the East side of the abandoned runway 13/31 at the eastern most end of said runway, utilizing 20,000 (twenty thousand) square feet of airport area.

A depiction of said property is attached hereto as Exhibit "A".

5. Further, the Lessee will have reasonable access to all of the services presently provided at the airport, such as access to the roadways, buildings, aprons, water, electrical, provided, however, that Lessee is responsible for payment of all costs associated with such utilities (such as water and electrical service). Sewer service is not provided and is the responsibility of the Lessee to install and maintain an adequate septic system for their use. Lessee shall also pay all taxes attributable to Lessee's use of or improvements to the Premises.

6. Lessee further agrees to maintain the premise in a neat and clean condition.

7. At the conclusion of the Lease term, this property, together with all improvements thereon, will revert to the Lessor, Henry County, Tennessee. This Lease Agreement may not be terminated prior to the end of said twenty (20) year period without the consent of both parties, in writing, except for material breach by Lessee. It is further provided, however, that continuous non-use of the facility, for a period of (5) years, will constitute an abandonment and forfeiture under the Lease Agreement.

Notwithstanding the foregoing, following the expiration or sooner termination of this Lease, Lessee shall retain title to, and shall be entitled to remove from the Premises any fuel system installed by Lessee and any crew quarters as may then be located on the Premises, and any and all of Lessee's personal property and equipment that may be located on the Premises, provided that after removing such fuel system, crew quarters, personal property and equipment, Lessee shall restore the Premises to its prior condition, including by removing any concrete slab or other subterranean objects.

8. The Premises may be subleased or assigned only with the expressed written approval of Lessor, except that Lessee may sublease or assign without consent to an affiliate or subsidiary of Lessee or a successor to Lessee by merger or sale of all or substantially all of Lessee's assets; however, the Lessee will not be relieved of liability hereunder.

9. Lessor represents that (i) it is the owner in fee simple of the Premises; and (ii) it has full right to lease the Premises for the term set out herein. Lessor further agrees that so long as Lessee keeps and performs all of the agreements, covenants and conditions by the Lessee to be kept and performed, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from any claims of Lessor and all persons claiming by, through or under Lessor.

10. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address set forth beneath its signature on the signature page attached hereto. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight air courier delivery or on the date of deposit in the United States Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run on the day following the date of actual receipt of such notice, request or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.

11. Limitations on Lessee's use of the Premises.

(a) Lessee shall only use the Premises for the purpose of providing Air Ambulance (i.e., emergency medical transportation) services; any other use is prohibited unless expressly authorized in writing by Lessor.

(b) Lessee's use of airport's common facilities, roadways, runways, other improvements, and airspace shall not unreasonably interfere with others' use thereof.

12. Miscellaneous provisions:

(a) This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.

- (b) This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee.
- (c) This Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and assigns.
- (e) The relationship between Lessor and Lessee at all times shall remain solely that of Lessor and Lessee and shall not be deemed a partnership or joint venture.
- (f) In case any one or more of the provisions contained in this Lease shall be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (g) The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- (h) Neither this Lease nor a memorandum thereof shall be recorded by either party.
- (i) Each of Lessor and Lessee acknowledges and agrees with the other party that it has not dealt with any real estate broker, agent or finder in connection with this transaction, the commissions of which shall be a charge against the other party hereto or the Premises.
- (j) Lessor and Lessee agree to execute and deliver to each other, within ten (10) days after request by the other party, a certificate evidencing:
- (i) whether or not this Lease is in full force and effect;
 - (ii) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
 - (iii) whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and
 - (iv) such other matters as may be reasonably requested by the other party.
- (k) Lessor shall reasonably assist and cooperate with Lessee in connection with obtaining any rezoning of the Premises, or any variances with respect thereto, as well as with obtaining any site plan approvals, grading permits, development permits, building permits, sign permits or any other permits, approvals or licenses required of or from any governmental entities or officials in connection with the development, construction and operation of the improvements to be constructed by Lessee hereunder, provided however that Lessor's obligations under this provision does not require Lessor to pay any fees, expenses, or other monies whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of August, 2015.

Henry County, Tennessee

By:

Brent Greer
County Mayor

NOTICE ADDRESS:

AIR EVAC EMS, INC.

Name: _____
Title: _____

NOTICE ADDRESS:

Thomas A. Cook, Executive Vice-President and
General Counsel
Air Evac EMS, Inc.
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368

EXHIBIT "A"
DEPICTION OF LEASED PROPERTY

MJS1 2655264 v4
2824927-000006 08/11/2015

00 324

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Mathenia and seconded by Commissioner Starks to approve Resolution 5-08-15, authorizing the submittal of an application to the Tennessee Department of Economic & Community Development for Tennessee industrial infrastructure funds.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG					X			
FREEMAN, BOBBY					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL			X		X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE				X	X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL					15			

MOTION CARRIED

DATE : 8-17-15

RESOLUTION 5-08-15

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT FOR TENNESSEE INDUSTRIAL INFRASTRUCTURE FUNDS

WHEREAS, The County of Henry, Tennessee has determined that adequate infrastructure and services are essential to industrial and economic growth; and

WHEREAS, a proposed industrial project, involving the building of additional shipping and warehousing facilities including water source and waterline improvements for McCartney Produce LLC, in Henry County Tennessee as well as water source and waterline improvements for Project Sampson; both locating in the industrial park of Paris Henry County; and

WHEREAS, the County of Henry wishes to make application for FIDIP funds in the amount of \$385,000.00 to implement said improvements and will commit \$67,941.00 in local funds for the remaining portion of said project, for a total project cost of \$452,941.00.

NOW, THEREFORE BE IT RESOLVED BY the County of Henry, Tennessee, meeting this 17th day of August, 2015 that the Mayor of Henry County is hereby authorized to make and sign an application for Fast Track funds, authorized any required environmental documentation, and enter into any and all contracts and agreements to consummate the application and implement the project.

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

PASSED 8-17-15



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 8-17-15



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Jones made a motion to adjourn. The motion was seconded by
 Commissioner Dell Carter.

ITEM NO. 15

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL				X				
CARTER, GREG								
FREEMAN, BOBBY								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 8-17-15