

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 January 22, 2013 at 7:00 PM. 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 Neal.

ITEM NO. 4 Roll Call

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

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

- Commissioner Kyle updated the Commission on the status of the wait time in the emergency room at Henry County Medical Center. The hospital has now hired a full time Physician's Assistant and a Nurse Practitioner who can handle non-emergent situations, allowing doctors to be available to handle emergencies, reducing wait time.
- Commissioner Neal thanked Commissioner Kyle for the wait time now being shown on the hospital report.

THE CHAIR CLOSED THE FORUM

ROLL CALL

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

A motion was made by Commissioner Mathenia and seconded by Commissioner Kyle to approve Resolution 1-1-13 to appoint certain citizens and Commissioners to various boards, committees, and positions.

ITEM NO. 7

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

VOICE VOTE CARRIED

DATE : 1-22-13

RESOLUTION NO. 1-1-13

**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 said vacancies; and

WHEREAS, the Board of Commissioners has examined and evaluated the qualifications of certain citizens and County Commissioners for appointment to 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 22nd day of January, 2013, a majority or more of said Commissioners concurring, that:

SECTION 1. The following be and hereby are appointed to the

Agriculture Committee for 2 a year term with term to expire January,

2015:

- a. Farm Woman – Sarah Brewer
- b. Farm Man – Glenn Lee
- c. County Commissioner – Dan Paschall

SECTION 2. Greg Carter be and hereby is appointed to the Henry

County Airport Committee for a 6 year term with term to expire

January, 2019.

SECTION 11. The following be and hereby are appointed to the Board of Health for a 1 year term with term to expire January, 2014:

- a. County Physician – Dr. Terry Harrison
- b. Dentist – Dr. Jeff Morris
- c. Veterinarian – Dr. Buddy Gardner
- d. Director of Schools – Mr. Sam Miles
- e. Nurse – Lori Taylor
- f. Pharmacist – Randall Perkins
- g. Legal Profession – Bill Looney
- h. Medical Doctor – Dr. Scott Whitby

SECTION 12. The following be and hereby are appointed to the Health Insurance Committee for a 1 year term with term to expire January, 2014:

- a. District 1 – Dan Paschall
- b. District 2 – Kreg Kyle
- c. District 3 – Monte Starks
- d. District 4 – James Travis
- e. District 5 – Connie McSwain

SECTION 13. David Webb be and hereby is appointed as County Historian for a 1 year term with term to expire January, 2014.

SECTION 14. The following be and hereby are appointed to the Investment Committee for a 1 year term with term to expire January, 2014:

- a. Brent Greer, County Mayor
- b. David Stone, County Trustee
- c. Donna Craig, County Clerk

SECTION 15. The following be and hereby are appointed to the Legislative Committee for a 1 year term with term to expire January,

2014:

- a. District 1 – Wes Bradley
- b. District 2 – Paul Neal
- c. District 3 – Monte Starks
- d. District 4 – James Travis
- e. District 5 – David Webb
- f. County Attorney – Lee Greer

SECTION 16. Dr. Charles Walker be and hereby is appointed as Medical Examiner for a 1 year term with term to expire January, 2014.

Dr. Scott Portis be and hereby is appointed as Assistant Medical Examiner for a 1 year term with term to expire January, 2014.

SECTION 17. The following be and hereby are appointed to the Nominating Committee for a 1 year term with term to expire January,

2014:

- a. District 1 – Don Jones
- b. District 2 – Bobby Freeman
- c. District 3 – Monte Starks
- d. District 4 – Kenneth Humphreys
- e. District 5 – Connie McSwain

SECTION 18. The following be and hereby are appointed to the Employees Personnel Policies and Procedures Committee for a 2 year term with term to expire January, 2015:

- a. District 2 – Bobby Freeman
- b. District 4 – James Travis

SECTION 19. The following be and hereby are appointed to the Public Records Commission for a 1 year term with term to expire

January, 2014:

- a. Donna Craig - County Clerk
- b. Brent Greer - County Mayor
- c. Pam Martin - Register of Deeds
- d. Wes Bradley - County Commissioner
- e. Vicki Snyder - Judicial
- f. Stephanie Tayloe - Genealogist
- g. Connie McSwain - County Commissioner
- h. David Webb - County Historian
- i. Paul Neal – County Commissioner

SECTION 20. The following be and hereby are appointed to the Carroll-Henry County Railroad Authority for a 1 year term with term to expire January, 2014:

- a. Kreg Kyle
- b. Brent Greer

SECTION 21. The following be and hereby are appointed to the Solid Waste Committee for a 3 year term with term to expire January, 2016:

- a. Citizen-at-Large – Dr. Tommy Townsend
- b. County Commissioner – Kreg Kyle

SECTION 22. The following be and hereby are appointed to the Solid Waste Regional Board for a 6-year term with new term to expire January 2019:

- a. Ralph Anderson
- b. Greg Carter
- c. Marty Visser

SECTION 23. The following be and hereby are appointed to the Veterans' Service Committee for a 1 year term with term to expire January, 2014:

- a. Greg Carter
- b. Dan Paschall

SECTION 24. The following be and hereby are appointed to the Work Release Committee for a 1 year term with term to expire

January, 2014:

- a. District 1 – Don Jones
- b. District 2 – Paul Neal
- c. District 3 – Monte Starks
- d. District 4 – Kenneth Humphreys
- e. District 5 – Connie McSwain

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 Executive, 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 1-22-13


 BRENT GREER, CHAIRMAN
 HENRY COUNTY COMMISSION


 DONNA CRAIG
 COUNTY CLERK

APPROVED 1-22-13


 BRENT GREER
 HENRY COUNTY MAYOR

ROLL CALL

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

A motion was made by Commissioner Neal and seconded by Commissioner Starks to approve the Consent Agenda, which consists of the following: Minutes of the meeting of December 17, 2012, quarterly reports, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Jason D. Henson, Rebecca L. Plott, Doris Mitchell, Holly Archer, Vicky Sinclair, Jason Brewer, Patti Harris, Crystal Frazee, Becky D. Liebergesell, Stefanie Ballard, Marcea J. Thompson as principal and Charles P. Wilson and Wayne Powers as sureties, Alaina G. Steele as principal and Charles P. Wilson and Wayne Powers as sureties.

ITEM NO. 8

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

VOICE VOTE CARRIED

DATE : 1-22-13

00 148

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

Chairman Greer presented a report on debt obligation and a motion was made by Commissioner Dell Carter and seconded by Commissioner Kyle for the report to be put to record.

ITEM NO. 9

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

VOICE VOTE CARRIED

DATE : 1-22-13

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name Henry County, Tennessee
 Address 101 W. Washington Street
Paris, Tennessee 38242
G.O. Refunding & Improvement Capital Outlay Notes, Series 2013

2. Debt Obligation:

<input type="checkbox"/>	a. Bond
<input checked="" type="checkbox"/>	b. CON
<input type="checkbox"/>	c. BAN
<input type="checkbox"/>	d. GAN
<input type="checkbox"/>	e. TRAN
<input type="checkbox"/>	f. CRAN
<input type="checkbox"/>	g. Capital Lease
<input type="checkbox"/>	h. Loan Agreement

Note: Enclose a copy of the executed NOTE FORM if applicable.

3. Security For Debt Obligation:

<input checked="" type="checkbox"/>	a. General Obligation
<input type="checkbox"/>	b. General Obligation+Revenue+Tax
<input type="checkbox"/>	c. Revenue
<input type="checkbox"/>	d. TIF
<input type="checkbox"/>	e. Annual Appropriations

5. Face Amount of Debt Obligation: \$1,550,000.00

Premium: \$35,083.35

6. Type of Sale:

<input checked="" type="checkbox"/>	a. Competitive Public Sale
<input type="checkbox"/>	b. Informal Bid
<input type="checkbox"/>	c. Negotiated Sale
<input type="checkbox"/>	d. Loan Program

7. Tax Status:

<input type="checkbox"/>	a. Tax Exempt
<input checked="" type="checkbox"/>	b. Tax Exempt - Bank Qualified
<input type="checkbox"/>	c. Taxable

8. Dated Date: 01/02/2013

9. Issue Date (Closing Date): 01/02/2013

4. Purpose of Issue:

<input checked="" type="checkbox"/>	a. General Government	16.00	%
<input type="checkbox"/>	b. Education		%
<input type="checkbox"/>	c. Highways and Streets		%
<input type="checkbox"/>	d. Public Safety		%
<input type="checkbox"/>	e. Solid Waste Disposal		%
<input type="checkbox"/>	f. Industrial Park		%
<input type="checkbox"/>	g. Manufacturing Facilities		%
<input type="checkbox"/>	h. Health Facilities	4.00	%
<input checked="" type="checkbox"/>	i. Airports		%
<input type="checkbox"/>	j. Utilities		%
<input type="checkbox"/>	i. Water		%
<input type="checkbox"/>	ii. Sewer		%
<input type="checkbox"/>	iii. Electric		%
<input type="checkbox"/>	iv. Gas		%
<input checked="" type="checkbox"/>	k. Refunding or Renewal	80.00	%
<input type="checkbox"/>	l. Other _____		%

specify

10. Ratings:

a. Moody's	"A1"
b. Standard & Poor's	
c. Fitch	
d. Unrated	

11. Interest Cost:

<input checked="" type="checkbox"/>	a. TIC
<input type="checkbox"/>	b. NIC
<input type="checkbox"/>	c. Variable: Index _____ plus _____ bps
<input type="checkbox"/>	d. Other _____

1.45 %

12. Recurring Costs:

a. Remarketing Agent (bps)	\$0.00
b. Liquidity (bps)	\$0.00
c. Credit Enhancements (bps)	\$0.00

00 150

13. Maturity Dates, Amounts and Interest Rates Weighted Average Maturity = 5.066 years

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2013	\$75,000.00	1.00 %	2019	\$120,000.00	2.00 %
2014	\$185,000.00	1.00 %	2020	\$125,000.00	2.00 %
2015	\$175,000.00	1.00 %	2021	\$130,000.00	2.00 %
2016	\$175,000.00	1.00 %	2022	\$130,000.00	2.00 %
2017	\$175,000.00	1.00 %	2023	\$85,000.00	2.00 %
2018	\$175,000.00	2.00 %			
		%			%
		%			%
		%			%
		%			%
		%			%

If additional space is needed, attach additional sheet.

14. Repayment Schedule

Year	This Issue		Total Debt Outstanding	
	Cum. Principal Redeemed	% Total	Cum. Principal Redeemed	% Total
1	\$75,000.00	4.84	1,467,844.00	11.53
5	\$785,000.00	50.65	\$7,308,488.00	57.40
10	\$1,465,000.00	94.52	\$10,705,930.00	84.09
15	\$1,550,000.00	100.00	\$12,731,918.00	100.00
20				
25				
30				

15. Itemized Description of the Cost of Issuance

(Round to Nearest Dollar)

		Name of Firm
a. Financial Advisor Fees*	\$5,741.00	Raymond James MK
b. Legal Fees:		
i. Bond Counsel	\$3,626.00	Bass, Berry & Simsi PLC
ii. Issuer's Counsel		
iii. Trustee's Counsel		

c. Paying Agent Fees and Registration Fees & Escrow Fees	\$302.00	Regions Bank
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees	\$2,316.00	Moody's
g. Rating Agency Fees		
h. Credit Enhancement Fees	\$14,229.00	Duncan-Williams, Inc.
i. Underwriter's Discount _____ %		
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$1,712.00	Raymond James MK - POS/OS
k. Issuer Fees		
l. Real Estate Fees		
m. Bank Closing Costs	\$939.00	Raymond James MK - CUSIPS, Fed Ex, etc.
n. Other Costs	\$28,865.00	
Total Costs		

*If other costs are included, please itemize

See Exhibit A and See Exhibit C for Executed Note

Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable.

16. Description of Continuing Disclosure Obligations
(Use additional pages if necessary)

Individual Responsible for Completion:
Date Annual Disclosure is due:

Director of Accounts & Budgets
June 30

The County will file its audit and financial information annually and notices of material events when and as described in the Continuing Disclosure Agreement as set forth in Appendix C to the Official Statement.

17. Description of Compliance with Written Debt Management Policy:
(Use additional pages if necessary)

See Exhibit B.

18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:
(Use additional pages if necessary)

N/A

19.

Authorized Representative
County Mayor

Title

01/02/2013

Date

Email

Karen S. Neal

Member

01/02/2013

01/02/2013

kneal@bassberry.com

Karen S. Neal

Preparer

Member

Title

Bass, Berry & Sims PLC

Firm

01/02/2013

Date

kneal@bassberry.com

Email

20.

Submitted to Governing Body on 1-18-13 and presented at its public meeting held on 01/23/2013

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,
James K. Polk State Office Building, Nashville TN 37243-1402

EXHIBIT A

Henry County, Tennessee
G.O. Refunding and Improvement Capital Outlay Notes, Series 2013
#15

The final Official Statement can be found at
<http://emma.msrb.org/EP732321-EP568145-EP969573.pdf>

EXHIBIT B

Henry County, Tennessee
G.O. Refunding & Improvement Capital Outlay Notes, Series 2013
#17

Description of Compliance with Written Debt Management Policy and
Copy of Debt Management Policy

The Bonds were consistent with the County's formal Debt Management Policy for the following reasons:

Funding Strategies and Tax Status:

- a. There was no back-loading or other unusual structures deployed in the transaction.
- b. The Bonds were authorized pursuant to Title 49, Chapter 3, Part 10, Tennessee Code Annotated (the "School Bond Act") and a resolution duly considered and adopted by the Board of County Commissioners.
- c. The Bonds were secured by the County's "full faith, credit and unlimited taxing power".
- d. The Bonds were issued as "qualified tax-exempt obligations".
- e. Proceeds of the Bonds were used to fund capital projects consistent with State law.

Types of Debt:

- a. The Bonds were structured and issued as fixed rate obligations.
- b. There was no variable rate debt associated with the transaction.
- c. Debt was issued by the County and not by a conduit issuer.

Debt Management Practices:

- a. The Bonds are being amortized over 8 years.
- b. The weighted average maturity of the Bonds does not exceed the expected useful life of the project financed.
- c. The amortization schedule is structured with level debt service.
- d. No capitalized interest was included or authorized because of the nature of the project.
- e. Because of the short amortization period, to avoid any "call premiums" and in the interest of capturing the best possible rates, the Bonds were structured as non-callable instruments.

Refundings: Not Applicable

Method of Sale: The Bonds were sold at competitive public sale consistent with the requirements of prevailing State law.

Credit Quality, Bond Insurance:

- a. The County received a "Aa2" rating for the Bonds and a similar rating was re-affirmed for all outstanding debt of the County.
- b. Bond insurance was not used directly or indirectly since the County carries such a high credit rating.

Use of Structured Products: Not Applicable

Risk Assessment. Since this is a short-term financing secured by the County's general obligation pledge, exposure to traditional risk factors is nominal.

Continuing Disclosure:

- a. The County will enter into an agreement with the underwriter of the Bonds.
- b. The County is in compliance with all prior undertakings.

Transparency:

- a. The Board of Commissioner's meetings are fully publicized consistent with the appropriate requirements for meeting notifications.
- b. As attachments to the authorizing resolution, all costs, service providers and formal written agreements with the County's bond counsel and financial advisor were provided.

Professional Services:

- a. Counsel: Bond Counsel entered into a formal, written engagement with the County.
- b. Financial Advisor: The Financial Advisor entered into a formal, written engagement with the County outlining its duties, relationships and compensation. Pursuant to MSRB rules, the Financial Advisor (as a broker-dealer) was not allowed to participate in the competitive public sale either directly or indirectly.
- c. Underwriter: Since this was a competitive transaction with a Financial Advisor, this section does not apply

Conflicts:

- a. In their written engagement agreements and/or the Preliminary and Final Official Statements, all professionals engaged by the County disclosed any relationships that allowed investors and the County to appreciate the significance of such relationships, if any.
- b. No disclosure by any professional knowingly violated any rule or regulation of professional conduct.

Debt Administration:

- a. A "Final Financing Report" was prepared by the financial advisor and is incorporated as part of the final transcript and official record of the transaction.
- b. The Budget and Accounts Director will maintain records and monitor the use to assure continued compliance with tax-exempt statutes and regulations.
- c. The financing did not cause the County's targeted debt ratio constraints to be exceeded.

Henry County, Tennessee

Debt Management Policy

(as modified January 20, 2012)

Goal/Mission: To provide management with appropriate guidelines and direction to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

Objectives:

1. Enhance decision process transparency and identify all expenditures of principal, interest, and annual costs along with issue specific transaction costs
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Additional requirements for new debt

1. Enhance transparency of decisions by way of Annual Budgets and Specific New Issue Report

Responsibilities for analysis and reporting shall be with the county mayor, director of accounts and budgets and the county's budget committee. All meetings are considered open to the public and are announced via the local media.

To insure transparency of decisions, an annual debt service budgets, as well as specific issuance debt reports (i.e. those required by state law) shall be prepared and available for public review and comment. County officials will comply with State of Tennessee Open Record laws and respond to record requests from any citizen of Tennessee promptly.

Annual Debt Report

An annual debt payment report shall be submitted to the county commission with the annual debt budget. The annual report shall consist of:

- Budget summary and detailed budget as required by Comptroller's Office.
- Net debt calculation – total principal outstanding less most recent year respective debt fund balance.
- Reports will reflect estimated fund balance.

Annual Debt Budgets

Annual Debt Budgets shall be adopted by the county legislative body and comply with legal notice and filings requirements per state law.

New Debt Issuance

Any new debt issuance shall comply with State Form CT-0253 as well as any other state required forms that detail all associated costs for the issuance of the proposed debt. These records will be available for public and county commission inspection prior to the commission approval of the debt issuance.

2. Hiring of professionals for Debt Issuance

- From time to time the county may hire legal counsel, a financial advisor or underwriter to assist in issuance of debt.
- Financial Advisor: The county shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a negotiated or competitive sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are providing advisory services for the issuance. The county will utilize the most current definition of "financial advisor" as determined by the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, when determining what exactly defines a financial advisor.
- Underwriter: If there is an underwriter, the county shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposal or in promotional materials provided to the issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The

underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the county's. The underwriter in a publically offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt

- All professionals involved with the cost of issuance of debt shall disclose the estimated cost of their respective services including "soft" costs or compensations in lieu of direct payments to the county commission prior to the issuance of the debt.

3. Conflict of interest issues

- It is required that all professionals related to the debt issue will enter into a written engagement letter related to their proposed services, cost, and any potential conflict of interest. These letters will be signed by the county mayor and are open records.
- Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships. No engagement letter is required for any lawyer who is an employee of the county or lawyer or law firm which is under a general appointment or contract to serve as counsel to the county. The county does not need an engagement letter with counsel not representing the county, such as underwriters' counsel.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

4. Additional Requirements for New Debt

- All leases will be reviewed by the county mayor and director of accounts and budgets prior to execution of the lease, in order to determine if the instrument is a capital or operating lease. No county official that is not authorized by State statute should execute a capital lease on behalf of the county. All capital leases will be presented for approval prior to execution to the county commission.
- In accordance with State statute, no repayment schedule of debt will extend past the useful life of the asset that the funds are being issued for. The most current, adopted county's fixed asset policy will be referenced for asset useful lives.
- If borrowing using capital outlay notes, the county will solicit a competitive bid from local banks as well as any other loan source deemed appropriate. In all instances the county will select the lowest and/or best offer as determined by the county mayor and director of accounts and budgets.
- The county commission may utilize variable rate debt in the county's overall debt management plan. The variable rate debt may utilize the opportunity presented by the local government loan pool through a public building authority borrowing. Such variable rate debt, including the percentage of variable-rate to fixed-rate debt in the overall debt portfolio will be discussed and approved by the county commission in a public meeting prior to issuance. The percentage ratio in the debt portfolio will be dependent upon market conditions and overall debt management discussions with the county commission. [In the case of an advanced refunding or a refunding opportunity, an analysis report shall be provided which fully explains the reasons for the refunding and the net savings and costs of the refunding which will include not only interest charges, but also the fees associated with the transaction. Such refunding will be discussed and approved with the county commission at a public meeting prior to issuance.]
- State Form CT- 0253 will be prepared and submitted as required by state law.

5. Types and Limits of Debt

- As a general rule, the county will not backload, use "wrap-around" techniques, balloon payments or other unusual formats to pursue the financing of projects. Any exception to

the general rule, will only take place when sufficient due diligence from the county mayor and director of accounts and budgets has occurred and is presented to the county commission in a public meeting for concurrence. The county may utilize non-level debt methods as determined in the best interest of the County by the county mayor and director of accounts and budgets and has been presented to the county commission in a public meeting for approval.

EXHIBIT C

Henry County, Tennessee
G.O. Refunding and Improvement Capital Outlay Notes, Series 2013
#15

Copy of Executed Note Number 1

00 163

the Notes, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Notes, so long as DTC is the only owner of the Notes, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Notes or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Notes would adversely affect its interests or the interests of the Beneficial Owners of the Notes, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Notes in the form of fully registered Notes to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Notes; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Notes; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Notes; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Notes of the issue of which this Note is one are not subject to optional redemption prior to maturity.

Subject to the credit hereinafter provided, the County shall redeem Notes maturing May 1, 2021 and May 1, 2023 on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Notes of which this Note is one, or such Person as shall then be serving as the securities depository for the Notes, shall determine the interest of each Participant in the Notes to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Notes, the Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Notes Redeemed</u>
May 1, 2021	May 1, 2020 May 1, 2021*	\$125,000 130,000
May 1, 2023	May 1, 2022 May 1, 2023*	\$130,000 85,000

*Final Maturity

REGISTERED
Number 1

REGISTERED
\$75,000

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HENRY
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT CAPITAL OUTLEY NOTE,
SERIES 2013

Interest Rate: 1.000%
Maturity Date: May 1, 2013

CUSIP No.:
426668 PK9

Date of Note:
January 2, 2013

Registered Owner: CEDE & CO.

Principal Amount: Seventy-Five Thousand Dollars

FOR VALUE RECEIVED, Henry County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on May 1, 2013, and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes of the series of which this Bond is one. One Bond for each maturity of the Notes shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC and the Notes will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Notes in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Notes, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Notes for all purposes under the Resolution, including receipt of all principal and maturity amounts of and interest on

00 165

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Noteholders that the redemption did not occur and that the Notes called for redemption and not so paid remain outstanding.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the

corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the County to call such Note for redemption.

This Note is one of a total authorized issue aggregating \$1,550,000 and issued by the County for the purpose of providing funds to (a) refund the County's outstanding 2008 Note, 2008B Note, 2009 Note and 2010 Note (as such terms are defined in the Resolution); (b) finance the (i) acquisition, construction, renovation and equipping of an archives building and museum for the County; (ii) renovations to the County's Health Department Building; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable and (c) pay the costs of issuance and sale of the Notes, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on November 19, 2012.

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to the Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Mayor with his manual signature and attested by its County Clerk with her manual signature under an impression of the corporate seal of the County, all as of the date hereinabove set forth.

HENRY COUNTY, TENNESSEE

BY: [Signature]
County Mayor

(SEAL)

ATTESTED:

[Signature]
County Clerk

Transferable and payable at the principal corporate trust office of:

Regions Bank
Nashville, Tennessee

Date of Registration: January 2, 2013

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

REGIONS BANK
Registration Agent

By: [Signature]
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Note of the Henry County, Tennessee, and does hereby irrevocably constitute and appoint _____ attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

11435516.1

00 169

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name Henry County, Tennessee
 Address 101 W. Washington Street
Paris, Tennessee 38242
Rural School Refunding Bonds, Series 2013

2. Debt Obligation:

<input checked="" type="checkbox"/>	a. Bond
<input type="checkbox"/>	b. CON
<input type="checkbox"/>	c. BAN
<input type="checkbox"/>	d. GAN
<input type="checkbox"/>	e. TRAN
<input type="checkbox"/>	f. CRAN
<input type="checkbox"/>	g. Capital Lease
<input type="checkbox"/>	h. Loan Agreement

Note: Enclose a copy of the executed NOTE FORM if applicable.

3. Security For Debt Obligation:

<input checked="" type="checkbox"/>	a. General Obligation
<input type="checkbox"/>	b. General Obligation+Revenue+Tax
<input type="checkbox"/>	c. Revenue
<input type="checkbox"/>	d. TIF
<input type="checkbox"/>	e. Annual Appropriations

4. Purpose of Issue:

<input type="checkbox"/>	a. General Government	%
<input type="checkbox"/>	b. Education	%
<input type="checkbox"/>	c. Highways and Streets	%
<input type="checkbox"/>	d. Public Safety	%
<input type="checkbox"/>	e. Solid Waste Disposal	%
<input type="checkbox"/>	f. Industrial Park	%
<input type="checkbox"/>	g. Manufacturing Facilities	%
<input type="checkbox"/>	h. Health Facilities	%
<input type="checkbox"/>	i. Airports	%
<input type="checkbox"/>	j. Utilities	%
<input type="checkbox"/>	i. Water	%
<input type="checkbox"/>	ii. Sewer	%
<input type="checkbox"/>	iii. Electric	%
<input type="checkbox"/>	iv. Gas	%
<input type="checkbox"/>	k. Refunding or Renewal	100.00 %
<input checked="" type="checkbox"/>	l. Other	%

specify

5. Face Amount of Debt Obligation: \$6,145,000.00

Premium: \$680,074.10

6. Type of Sale:

<input checked="" type="checkbox"/>	a. Competitive Public Sale
<input type="checkbox"/>	b. Informal Bid
<input type="checkbox"/>	c. Negotiated Sale
<input type="checkbox"/>	d. Loan Program

7. Tax Status:

<input checked="" type="checkbox"/>	a. Tax Exempt
<input type="checkbox"/>	b. Tax Exempt - Bank Qualified
<input type="checkbox"/>	c. Taxable

8. Dated Date: 01/02/2013

9. Issue Date (Closing Date): 01/02/2013

10. Ratings:

<input type="checkbox"/>	a. Moody's	"A1"
<input type="checkbox"/>	b. Standard & Poor's	
<input type="checkbox"/>	c. Fitch	
<input type="checkbox"/>	d. Unrated	

11. Interest Cost:

<input type="checkbox"/>	a. TIC
<input type="checkbox"/>	b. NIC
<input type="checkbox"/>	c. Variable: Index _____ plus _____ bps
<input type="checkbox"/>	d. Other _____

1.7279 %

12. Recurring Costs:

<input type="checkbox"/>	a. Remarketing Agent (bps)	\$0.00
<input type="checkbox"/>	b. Liquidity (bps)	\$0.00
<input type="checkbox"/>	c. Credit Enhancements (bps)	\$0.00

00 170

13. Maturity Dates, Amounts and Interest Rates Weighted Average Maturity = 10.115 years

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$50,000.00	2.00 %	2023	\$1,495,000.00	3.00 %
2018	\$40,000.00	2.00 %	2024	\$1,540,000.00	4.00 %
2021	\$1,090,000.00	2.00 %	2025	\$465,000.00	2.00 %
2022	\$1,465,000.00	2.00 %			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%
		%			%

If additional space is needed, attach additional sheet.

14. Repayment Schedule

Year	This Issue		Total Debt Outstanding	
	Cum. Principal Redeemed	% Total	Cum. Principal Redeemed	% Total
1		0.00		0.00
5	\$50,000.00	0.81	\$50,000.00	0.81
10	\$2,645,000.00	43.04	\$2,645,000.00	43.04
15	\$6,145,000.00	100.00	\$6,145,000.00	100.00
20				
25				
30				

15. Itemized Description of the Cost of Issuance

(Round to Nearest Dollar)

	Amount	Name of Firm
a. Financial Advisor Fees*	\$22,759.00	Raymond James MK
b. Legal Fees:		
i. Bond Counsel	\$14,374.00	Bass, Berry & Simsi PLC
ii. Issuer's Counsel		
iii. Trustee's Counsel		

c. Paying Agent Fees and Registration Fees & Escrow Fees	\$1,198.00	Regions Bank
d. Trustee Fees		
e. Remarketing Agent Fees		
f. Liquidity Fees	\$9,184.00	Moody's
g. Rating Agency Fees		
h. Credit Enhancement Fees		
i. Underwriter's Discount _____ %	\$69,869.00	Robert W. Baird & Co., Inc.
i. Take Down		
ii. Management Fee		
iii. Risk Premium		
iv. Underwriter's Counsel		
v. Other Expenses		
j. Printing and Advertising Fees	\$6,788.00	Raymond James MK - POS/OS
k. Issuer Fees		
l. Real Estate Fees		
m. Bank Closing Costs	\$3,722.00	Raymond James MK - Verification, CUSIPS, Fed Ex, etc.
n. Other Costs	\$127,894.00	
Total Costs		

*If other costs are included, please itemize

Note: Enclose a copy of the DISCLOSURE DOCUMENT/OFFICIAL STATEMENT if applicable. See Exhibit A

16. Description of Continuing Disclosure Obligations
(Use additional pages if necessary)

Individual Responsible for Completion:
Date Annual Disclosure is due:

Director of Accounts & Budgets
June 30

The County will file its audit and financial information annually and notices of material events when and as described in the Continuing Disclosure Agreement as set forth in Appendix C to the Official Statement.

17. Description of Compliance with Written Debt Management Policy:
(Use additional pages if necessary)

See Exhibit B.

18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:
(Use additional pages if necessary)

N/A

19.

Brian Brown
Authorized Representative
County Mayor
Title
Date 01/02/2013
Email *bbrown@henrycountytgva.org*

Karen S. Neal
Preparer
Member
Title
Bass, Berry & Sims PLC
Firm
Date 01/02/2013
Email kneal@bassberry.com

20.

Submitted to Governing Body on 1/16/2013 and presented at its public meeting held on 01/22/2013

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,
James K. Polk State Office Building, Nashville TN 37243-1402

EXHIBIT A

Henry County, Tennessee
Rural School Refunding Bonds, Series 2013
#15

The final Official Statement can be found at
<http://emma.mstb.org/EP730733-EP567154-EP968557.pdf>

EXHIBIT B

Henry County, Tennessee
Rural School Refunding Bonds, Series 2013
#17

Description of Compliance with Written Debt Management Policy and
Copy of Debt Management Policy

The Bonds were consistent with the County's formal Debt Management Policy for the following reasons:

Funding Strategies and Tax Status:

- a. There was no back-loading or other unusual structures deployed in the transaction.
- b. The Bonds were authorized pursuant to Title 49, Chapter 3, Part 10, Tennessee Code Annotated (the "School Bond Act") and a resolution duly considered and adopted by the Board of County Commissioners.
- c. The Bonds were secured by the County's "full faith, credit and unlimited taxing power".
- d. The Bonds were issued as "qualified tax-exempt obligations".
- e. Proceeds of the Bonds were used to fund capital projects consistent with State law.

Types of Debt:

- a. The Bonds were structured and issued as fixed rate obligations.
- b. There was no variable rate debt associated with the transaction.
- c. Debt was issued by the County and not by a conduit issuer.

Debt Management Practices:

- a. The Bonds are being amortized over 8 years.
- b. The weighted average maturity of the Bonds does not exceed the expected useful life of the project financed.
- c. The amortization schedule is structured with level debt service.
- d. No capitalized interest was included or authorized because of the nature of the project.
- e. Because of the short amortization period, to avoid any "call premiums" and in the interest of capturing the best possible rates, the Bonds were structured as non-callable instruments.

Refundings: Not Applicable

Method of Sale: The Bonds were sold at competitive public sale consistent with the requirements of prevailing State law.

Credit Quality, Bond Insurance:

- a. The County received a "Aa2" rating for the Bonds and a similar rating was re-affirmed for all outstanding debt of the County.
- b. Bond insurance was not used directly or indirectly since the County carries such a high credit rating.

Use of Structured Products: Not Applicable

Risk Assessment. Since this is a short-term financing secured by the County's general obligation pledge, exposure to traditional risk factors is nominal.

Continuing Disclosure:

- a. The County will enter into an agreement with the underwriter of the Bonds.
- b. The County is in compliance with all prior undertakings.

Transparency:

- a. The Board of Commissioner's meetings are fully publicized consistent with the appropriate requirements for meeting notifications.
- b. As attachments to the authorizing resolution, all costs, service providers and formal written agreements with the County's bond counsel and financial advisor were provided.

Professional Services:

- a. Counsel: Bond Counsel entered into a formal, written engagement with the County.
- b. Financial Advisor: The Financial Advisor entered into a formal, written engagement with the County outlining its duties, relationships and compensation. Pursuant to MSRB rules, the Financial Advisor (as a broker-dealer) was not allowed to participate in the competitive public sale either directly or indirectly.
- c. Underwriter: Since this was a competitive transaction with a Financial Advisor, this section does not apply

Conflicts:

- a. In their written engagement agreements and/or the Preliminary and Final Official Statements, all professionals engaged by the County disclosed any relationships that allowed investors and the County to appreciate the significance of such relationships, if any.
- b. No disclosure by any professional knowingly violated any rule or regulation of professional conduct.

Debt Administration:

- a. A "Final Financing Report" was prepared by the financial advisor and is incorporated as part of the final transcript and official record of the transaction.
- b. The Budget and Accounts Director will maintain records and monitor the use to assure continued compliance with tax-exempt statutes and regulations.
- c. The financing did not cause the County's targeted debt ratio constraints to be exceeded.

Henry County, Tennessee

Debt Management Policy

(as modified January 20, 2012)

Goal/Mission: To provide management with appropriate guidelines and direction to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

Objectives:

1. Enhance decision process transparency and identify all expenditures of principal, interest, and annual costs along with issue specific transaction costs
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Additional requirements for new debt

1. Enhance transparency of decisions by way of Annual Budgets and Specific New Issue Report

Responsibilities for analysis and reporting shall be with the county mayor, director of accounts and budgets and the county's budget committee. All meetings are considered open to the public and are announced via the local media.

To insure transparency of decisions, an annual debt service budgets, as well as specific issuance debt reports (i.e. those required by state law) shall be prepared and available for public review and comment. County officials will comply with State of Tennessee Open Record laws and respond to record requests from any citizen of Tennessee promptly.

Annual Debt Report

An annual debt payment report shall be submitted to the county commission with the annual debt budget. The annual report shall consist of:

- Budget summary and detailed budget as required by Comptroller's Office.
- Net debt calculation – total principal outstanding less most recent year respective debt fund balance.
- Reports will reflect estimated fund balance.

Annual Debt Budgets

Annual Debt Budgets shall be adopted by the county legislative body and comply with legal notice and filings requirements per state law.

New Debt Issuance

Any new debt issuance shall comply with State Form CT-0253 as well as any other state required forms that detail all associated costs for the issuance of the proposed debt. These records will be available for public and county commission inspection prior to the commission approval of the debt issuance.

2. Hiring of professionals for Debt Issuance

- From time to time the county may hire legal counsel, a financial advisor or underwriter to assist in issuance of debt.
- Financial Advisor: The county shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a negotiated or competitive sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are providing advisory services for the issuance. The county will utilize the most current definition of "financial advisor" as determined by the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, when determining what exactly defines a financial advisor.
- Underwriter: If there is an underwriter, the county shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposal or in promotional materials provided to the issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The

underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the county's. The underwriter in a publically offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt

- All professionals involved with the cost of issuance of debt shall disclose the estimated cost of their respective services including "soft" costs or compensations in lieu of direct payments to the county commission prior to the issuance of the debt.

3. Conflict of interest issues

- It is required that all professionals related to the debt issue will enter into a written engagement letter related to their proposed services, cost, and any potential conflict of interest. These letters will be signed by the county mayor and are open records.
- Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships. No engagement letter is required for any lawyer who is an employee of the county or lawyer or law firm which is under a general appointment or contract to serve as counsel to the county. The county does not need an engagement letter with counsel not representing the county, such as underwriters' counsel.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard. electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

4. Additional Requirements for New Debt

- All leases will be reviewed by the county mayor and director of accounts and budgets prior to execution of the lease, in order to determine if the instrument is a capital or operating lease. No county official that is not authorized by State statute should execute a capital lease on behalf of the county. All capital leases will be presented for approval prior to execution to the county commission.
- In accordance with State statute, no repayment schedule of debt will extend past the useful life of the asset that the funds are being issued for. The most current, adopted county's fixed asset policy will be referenced for asset useful lives.
- If borrowing using capital outlay notes, the county will solicit a competitive bid from local banks as well as any other loan source deemed appropriate. In all instances the county will select the lowest and/or best offer as determined by the county mayor and director of accounts and budgets.
- The county commission may utilize variable rate debt in the county's overall debt management plan. The variable rate debt may utilize the opportunity presented by the local government loan pool through a public building authority borrowing. Such variable rate debt, including the percentage of variable-rate to fixed-rate debt in the overall debt portfolio will be discussed and approved by the county commission in a public meeting prior to issuance. The percentage ratio in the debt portfolio will be dependent upon market conditions and overall debt management discussions with the county commission. [In the case of an advanced refunding or a refunding opportunity, an analysis report shall be provided which fully explains the reasons for the refunding and the net savings and costs of the refunding which will include not only interest charges, but also the fees associated with the transaction. Such refunding will be discussed and approved with the county commission at a public meeting prior to issuance.]
- State Form CT- 0253 will be prepared and submitted as required by state law.

5. Types and Limits of Debt

- As a general rule, the county will not backload, use "wrap-around" techniques, balloon payments or other unusual formats to pursue the financing of projects. Any exception to

the general rule, will only take place when sufficient due diligence from the county mayor and director of accounts and budgets has occurred and is presented to the county commission in a public meeting for concurrence. The county may utilize non-level debt methods as determined in the best interest of the County by the county mayor and director of accounts and budgets and has been presented to the county commission in a public meeting for approval.

ROLL CALL

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

A motion was made by Commissioner Humphreys and seconded by Commissioner Paschall to approve Resolutions 2-1-13 through and inclusive of 6-1-13 to authorize certain changes in the budget.

ITEM NO. 10

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

MOTION CARRIED

DATE : 1-22-13

RESOLUTION #2-1-13

**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 2012-2013**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Fund for fiscal 2012-2013; 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 22nd day of January 2013, 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:

CIRCUIT COURT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$10,000.00

INCREASE ACCOUNT 53100-709, entitled "Data Processing Equipment," in the amount of \$12,099.00

DECREASE ACCOUNT 53100-337, entitled "Maintenance & Repair - Equipment," in the amount of \$2,099.00

Please see memo from Mike Wilson regarding request.

SHERIFF'S OFFICE

INCREASE ACCOUNT 54210-340, entitled "Medical & Dental Services," in the amount of \$10,000.00

DECREASE ACCOUNT 54210-441, entitled "Prisoner's Clothing," in the amount of \$5,000.00

DECREASE ACCOUNT 54210-599, entitled "Other Charges," in the amount of \$5,000.00

INCREASE REVENUE ACCOUNT 42910, entitled "Proceeds from Confiscated Property," in the amount of \$10,758.40

INCREASE ACCOUNT 54110-716, entitled "Law Enforcement Equipment," in the amount of \$10,758.40

Please see memo from Monte Belew regarding request.

EMERGENCY MANAGEMENT

INCREASE ACCOUNT 54490-499, entitled "Other Supplies & Materials," in the amount of \$4,915.71

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$4,915.71

This transfer is due to FEMA disaster funds received last fiscal year put in Highway Department fund by mistake.

HEALTH DEPARTMENT

INCREASE ACCOUNT 55110-399, entitled "Other Contracted Services," in the amount of \$5,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,000.00

Please see request from Tracy Byrd regarding this request.

AIRPORT

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$25,000.00

INCREASE ACCOUNT 58220-702, entitled "Airport Improvements," in the amount of \$25,000.00

This request is to put into the budget a grant to replace the beacon at the airport. The \$2,500 was paid from general capital projects.

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

the Commission record of this date.

PASSED 1-22-13


APPROVED 1-22-13



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK



BRENT GREER
COUNTY MAYOR

RESOLUTION #3-1-13

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG CONTROL FUND
FOR FISCAL 2012-2013

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County Drug Control Fund for fiscal 2012-2013; 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 Drug Control Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Drug Control 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 Drug Control 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 22nd day of January 2013, a majority or more of said membership concurring, that the budget for the Henry County Drug Control Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 54150-524, entitled "In Service/Staff Development," in the amount of \$600.00

DECREASE ACCOUNT 54150-320, entitled "Dues & Membership," in the amount of \$500.00

DECREASE ACCOUNT 54150-434, entitled "Natural Gas," in the amount of \$100.00

INCREASE ACCOUNT 54150-358, entitled "Remittance of Revenue Collected," in the amount of \$9,000.00

INCREASE ACCOUNT 54150-309, entitled "Contracts with Government Agencies," in the amount of \$5,726.50

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$14,726.50

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

PASSED 1-22-13



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-13

Brent Greer
BRENT GREER
COUNTY MAYOR

RESOLUTION #4-1-13

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DEBT SERVICE FUND
FOR FISCAL 2012-2013**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County Debt Service Fund for fiscal 2012-2013; 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 Debt Service Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Debt Service 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 Debt Service 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 22nd day of January 2013, a majority or more of said membership concurring, that the budget for the Henry County Debt Service Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 44170, entitled "Misc. Refunds," in the amount of \$3,474.15

INCREASE ACCOUNT 82230-603, entitled "Education – Interest on Bonds," in the amount of \$416.66

INCREASE ACCOUNT 82210-604-002, entitled "Interest on Notes – Emergency Service Complex," in the amount of \$3,057.49

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

PASSED 1-22-13



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-13



BRENT GREER
COUNTY MAYOR

HENRY COUNTY, TENNESSEE

\$1,550,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT
CAPITAL OUTLAY NOTES, SERIES 2013

RECEIPT FOR NOTE PROCEEDS

We, the undersigned, do hereby certify that we are the duly qualified and acting County Mayor and County Trustee of Henry County, Tennessee (the "County"), and that there has been received by or on behalf of the County from Duncan-Williams, Inc. (the "Underwriter"), the payment of \$1,570,854.35 (includes the "good faith" deposit of \$31,000), representing \$1,550,000 in principal amount of General Obligation Refunding and Improvement Capital Outlay Notes, Series 2013 (the "Notes"), plus original issue premium of \$35,083.35, less Underwriter's discount of \$14,229.00, which will be applied as follows:

- (a) \$1,251,697.92 will be deposited with Regions Bank, Nashville, Tennessee, as escrow agent (the "Agent") under the Refunding Escrow Agreement (the "Agreement") dated January 2, 2013 between the County and the Agent, to be deposited by the Agent into an escrow fund established under the Agreement to be used to redeem on the date hereof the County's Refunded Notes as such term as defined in Resolution No. 5-11-12 (the "Resolution") adopted by the Board of County Commissioners of the County on November 19, 2012;
- (b) \$301,462.87 will be deposited to the Construction Fund created in the Resolution;
- (c) \$14,636.07 will be used to pay the costs of issuance of the Notes on the date hereof; and
- (d) \$3,057.49 representing a rounding amount will be used to pay interest on the Notes on May 1, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Receipt to be executed as of this 2nd day of November, 2013.

HENRY COUNTY, TENNESSEE

By: 
Brent Greer, County Mayor

By: 
David Stone, County Trustee

HENRY COUNTY, TENNESSEE

\$6,145,000 RURAL SCHOOL REFUNDING BONDS, SERIES 2013

RECEIPT FOR BOND PROCEEDS

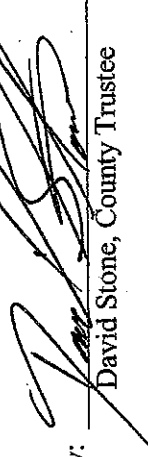
We, the undersigned, do hereby certify that we are the duly qualified and acting County Mayor and County Trustee of Henry County, Tennessee (the "County"), and that there has been received by or on behalf of the County from Robert W. Baird & Co., Inc. (the "Underwriter"), the payment of \$6,755,205.45 (includes the "good faith" deposit of \$122,900), representing \$6,145,000 in principal amount of Rural School Refunding Bonds, Series 2013 (the "Bonds"), plus original issue premium of \$680,074.10, less Underwriter's discount of \$69,868.65, which will be applied as follows:

- (a) \$6,696,763.86 (together with \$49,371.67 available funds of the County), will be deposited with Regions Bank, Nashville, Tennessee, as escrow agent (the "Agent") under the Refunding Escrow Agreement (the "Agreement"), dated January 2, 2013, between the County and the Agent to be deposited by the Agent into an escrow fund established under the Agreement, which funds shall be used to refund the outstanding maturities of the County's outstanding Rural School Bonds, Series 2003, dated January 1, 2003;
- (b) \$58,024.93 will be used to pay the costs of issuance of the Bonds on the date hereof; and
- (c) \$416.66 representing a rounding amount will be used to pay interest on the Bonds on May 1, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Receipt to be executed as of this 2nd day of November, 2013.

HENRY COUNTY, TENNESSEE

By: 
Brent Greer, County Mayor

By: 
David Stone, County Trustee

RESOLUTION #5-1-13

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL CAPITAL PROJECTS FUND FOR FISCAL 2012-2013

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Capital Projects Fund for fiscal 2012-2013; 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 Capital Projects Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County General Capital Projects 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 Capital Projects 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 22nd day of January 2013, a majority or more of said membership concurring, that the budget for the Henry County General Capital Projects Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 49500, entitled "Other Loan Proceeds," in the amount of \$301,462.87

INCREASE ACCOUNT 91110-791-004, entitled "Other Construction - Grove/Archives," in the amount of \$225,000.00

INCREASE ACCOUNT 91110-791-006, entitled "Other Construction - Health Department," in the amount of \$76,462.87

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

PASSED 1-22-13

Brent Greer
BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION

Donna Craig
DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-13

BRENT GREER
COUNTY MAYOR

HENRY COUNTY, TENNESSEE

\$1,550,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT
CAPITAL OUTLAY NOTES, SERIES 2013

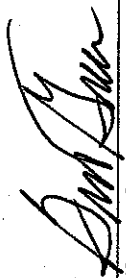
RECEIPT FOR NOTE PROCEEDS

We, the undersigned, do hereby certify that we are the duly qualified and acting County Mayor and County Trustee of Henry County, Tennessee (the "County"), and that there has been received by or on behalf of the County from Duncan-Williams, Inc. (the "Underwriter"), the payment of \$1,570,854.35 (includes the "good faith" deposit of \$31,000), representing \$1,550,000 in principal amount of General Obligation Refunding and Improvement Capital Outlay Notes, Series 2013 (the "Notes"), plus original issue premium of \$35,083.35, less Underwriter's discount of \$14,229.00, which will be applied as follows:

- (a) \$1,251,697.92 will be deposited with Regions Bank, Nashville, Tennessee, as escrow agent (the "Agent") under the Refunding Escrow Agreement (the "Agreement") dated January 2, 2013 between the County and the Agent, to be deposited by the Agent into an escrow fund established under the Agreement to be used to redeem on the date hereof the County's Refunded Notes as such term as defined in Resolution No. 5-11-12 (the "Resolution") adopted by the Board of County Commissioners of the County on November 19, 2012;
- (b) \$301,462.87 will be deposited to the Construction Fund created in the Resolution;
- (c) \$14,636.07 will be used to pay the costs of issuance of the Notes on the date hereof; and
- (d) \$3,057.49 representing a rounding amount will be used to pay interest on the Notes on May 1, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Receipt to be executed as of this 2nd day of November, 2013.

HENRY COUNTY, TENNESSEE

By: 
Brent Greer, County Mayor

By: 
David Stone, County Trustee

HENRY COUNTY, TENNESSEE

\$6,145,000 RURAL SCHOOL REFUNDING BONDS, SERIES 2013

RECEIPT FOR BOND PROCEEDS

We, the undersigned, do hereby certify that we are the duly qualified and acting County Mayor and County Trustee of Henry County, Tennessee (the "County"), and that there has been received by or on behalf of the County from Robert W. Baird & Co., Inc. (the "Underwriter"), the payment of \$6,755,205.45 (includes the "good faith" deposit of \$122,900), representing \$6,145,000 in principal amount of Rural School Refunding Bonds, Series 2013 (the "Bonds"), plus original issue premium of \$680,074.10, less Underwriter's discount of \$69,868.65, which will be applied as follows:

- (a) \$6,696,763.86 (together with \$49,371.67 available funds of the County), will be deposited with Regions Bank, Nashville, Tennessee, as escrow agent (the "Agent") under the Refunding Escrow Agreement (the "Agreement"), dated January 2, 2013, between the County and the Agent to be deposited by the Agent into an escrow fund established under the Agreement, which funds shall be used to refund the outstanding maturities of the County's outstanding Rural School Bonds, Series 2003, dated January 1, 2003;
- (b) \$58,024.93 will be used to pay the costs of issuance of the Bonds on the date hereof; and
- (c) \$416.66 representing a rounding amount will be used to pay interest on the Bonds on May 1, 2013.

IN WITNESS WHEREOF, the undersigned has caused this Receipt to be executed as of this 2nd day of November, 2013.

HENRY COUNTY, TENNESSEE

By: 
Brent Greer, County Mayor

By: 
David Stone, County Trustee

RESOLUTION #6-1-13

**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 2012-2013**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Recessed Session, 2012, adopted the budget for the Henry County General Purpose School Fund for fiscal 2012-2013; 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 22nd day of January 2013, 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:

141-07

INCREASE REVENUE ACCOUNT 44170, entitled "Misc. Refunds," in the amount of \$7,817.50

INCREASE ACCOUNT 72510-399, entitled "Other Contracted Services," in the amount of \$7,817.50

INCREASE REVENUE ACCOUNT 49700, entitled "Insurance Recovery," in the amount of \$27,605.62

INCREASE ACCOUNT 72710-338, entitled "Maintenance & Repair - Vehicles," in the amount of \$27,605.62

141-09

INCREASE REVENUE ACCOUNT 43990, entitled "Other Charges - Headstart," in the amount of \$1,900.00

INCREASE ACCOUNT 73400-399, entitled "Other Contracted Services," in the amount of \$1,900.00

DECREASE REVENUE ACCOUNT 47120, entitled "Adult Education State Grant," in the amount of \$84,877.00

DECREASE ACCOUNT 71600-116, entitled "Teachers," in the amount of \$47,770.50

DECREASE ACCOUNT 71600-189, entitled "Other Salaries & Wages," in the amount of \$34,414.58

DECREASE ACCOUNT 71600-201, entitled "Social Security," in the amount of \$5,136.00

DECREASE ACCOUNT 71600-204, entitled "Retirement," in the amount of \$2,642.33

DECREASE ACCOUNT 71600-207, entitled "Medical Insurance," in the amount of \$13.76

DECREASE ACCOUNT 71600-212, entitled "Medicare," in the amount of \$893.00

DECREASE ACCOUNT 71600-307, entitled "Communication," in the amount of \$1,490.00

INCREASE ACCOUNT 71600-355, entitled "Travel," in the amount of \$1,000.00

INCREASE ACCOUNT 71600-429, entitled "Instructional Supplies," in the amount of \$2,309.18

INCREASE ACCOUNT 71600-524, entitled "Staff Development," in the amount of \$174.00

DECREASE ACCOUNT 71600-599, entitled "Other Charges," in the amount of \$2,000.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,999.99

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

PASSED 1-22-13


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-13

BRENT GREER
COUNTY MAYOR

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

A motion was made by Commissioner Paschall and seconded by Commissioner Neal to approve Resolution 7-1-13, approving the listing of Henry County Roads for year 2013.

ITEM NO. 11

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

VOICE VOTE CARRIED

DATE : 1-22-13

RESOLUTION NO. 7-01-13

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
HENRY COUNTY, TENNESSEE TO APPROVE THE LISTING OF
HENRY COUNTY ROADS FOR YEAR 2013**

WHEREAS, the Henry County Highway Department has submitted the current listing of the county roads of Henry County; and

WHEREAS, the road listing must be approved by the Henry County Commission with the understanding that said road list will be updated yearly and submitted for the Commission's approval; and

WHEREAS, the complete listing of roads for Year 2013 is noted in the attached document.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 22th day of January, 2013, a majority or more of said commissioners concurring, does hereby accept and approve the attached listing of Henry County Roads for Year 2013.

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

PASSED 1-22-13




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-13



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL

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

A motion was made by Commissioner Webb and seconded by Commissioner Bradley to approve Resolution 8-1-13 to adopt updated 2013 Occupational Safety and Health Program "Plan of Operations."

ITEM NO. 12

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

MOTION CARRIED

DATE : 1-22-13

RESOLUTION NUMBER 8-01-13

A RESOLUTION TO ADOPT UPDATED 2013 OCCUPATIONAL SAFETY AND HEALTH PROGRAM "PLAN OF OPERATIONS"

WHEREAS, Henry County *Resolution 9-10-03* was passed in October 2003, by the full County Commission, which established updated Occupational Safety and Health Program rules and regulations for the welfare and protection of county employees; and

WHEREAS, the Tennessee Occupational Safety and Health Administration has recommended an updated "Occupational Safety and Health Program Plan of Operations" be adopted by the full Commission; and

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Henry County Commission hereby reaffirms commitment and to the "Occupational Safety and Health Program" passed earlier by *Resolution 9-10-03* for the employees of the County of Henry and adopts the 2013 updated Program "Plan of Operations."

NOW THEREFORE, This resolution shall take effect from and after the date it shall have been passed by the Henry County Commission, properly signed, certified, and has met all other legal requirements of the Henry County Commission, and as otherwise provided by law, the general welfare of the citizens of Henry County requiring it.

PASSED 1-22-13


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


DONNA CRAIG
COUNTY CLERK

APPROVED 1-22-13


BRENT GREER
HENRY COUNTY MAYOR

**OCCUPATIONAL SAFETY AND HEALTH PROGRAM "PLAN OF OPERATION"
FOR THE EMPLOYEES OF HENRY COUNTY GOVERNMENT**

<u>SECTION</u>	<u>PAGE</u>
I. PURPOSE AND COVERAGE	2
II. DEFINITIONS	3
III. EMPLOYER'S RIGHTS AND DUTIES	4
IV. EMPLOYEE'S RIGHTS AND DUTIES	5
V. ADMINISTRATION	6
VI. STANDARDS AUTHORIZED	7
VII. VARIANCE PROCEDURE	7
VIII. RECORDKEEPING AND REPORTING	8
IX. EMPLOYEE COMPLAINT PROCEDURE	9
X. EDUCATION AND TRAINING	9
XI. GENERAL INSPECTION PROCEDURES	11
XII. IMMINENT DANGER PROCEDURES	12
XIII. ABATEMENT ORDERS AND HEARINGS	13
XIV. PENALTIES	13
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION	14
XVI. COMPLIANCE WITH OTHER LAWS NOT EXCUSED	14
APPENDICES	
I. ORGANIZATIONAL CHART	15
II. SAFETY AND HEALTH ORGANIZATIONAL CHART	16
III. EMPLOYEE NOTIFICATION	17
IV. PROGRAM BUDGET	18
V. ACCIDENT REPORTING PROCEDURES	18
VI. RECORDKEEPING REQUIREMENTS AND DEFINITIONS	19
VII. INJURY/ILLNESS RECORDABILITY FLOWCHART	22

I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program for the employees of the Henry County Government.

This plan is applicable to all elected officials, employees, part-time or full-time, seasonal or permanent.

The Henry County Commission in electing to establish and maintain an effective occupational safety and health program for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor, his designated representatives, or persons within the Department of Labor to whom such responsibilities have been delegated, including the Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor regarding safety and health problems, which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor or his monitoring activities to determine program effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the occupational and health program.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this program, the following definitions apply:

- a. "COMMISSIONER OF LABOR" means the chief executive officer of the Tennessee Department of Labor. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor.
- b. "EMPLOYER" means the Henry County Government and includes each constitutional office, administrative department, board, commission, division, or other agency of the Henry County Government.
- c. "DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH" or "DIRECTOR" means the person designated by passing the resolution, to perform duties or to exercise powers assigned so as to

plan, develop, and administer the occupational safety and health program for the employees of Henry County Government.

- d. "INSPECTOR(S)" means the individual(s) appointed or designated by the Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Director of Occupational Safety and Health.
 - e. "APPOINTING AUTHORITY" means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal therefrom for a specific department, board, commission, division, or other agency of this employer.
 - f. "EMPLOYEE" means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
 - g. "PERSON" means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
 - h. "STANDARD" means an occupational safety and health standard promulgated by the Commissioner of Labor in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
 - i. "IMMINENT DANGER" means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
 - j. "ESTABLISHMENT" or "WORKSITE" means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
 - k. "SERIOUS INJURY or HARM" means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. a part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. a part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).
- On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.
- l. "ACT" or TOSHAct" shall mean the Tennessee Occupational Safety and Health Act of 1972.
 - m. "GOVERNING BODY" means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to

the local government, government agency, or utility to which this plan applies.

- n. "CHIEF EXECUTIVE OFFICER" means the chief administrative official, County Judge, County Chairman, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this program are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this program.

IV.

EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this program and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSHAct or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this program may file a petition with the Commissioner of Labor or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this program, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this program.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor alleging such discrimination.
- j. Nothing in this or any other provisions of this program shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Director within twenty-four (24) hours after the occurrence.

V. **ADMINISTRATION**

- a. The Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program.
 1. The Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this program.
 2. The Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Director.
 3. The Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this program.
 4. The Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this program.
 5. The Director shall prepare the report to the Commissioner of Labor required by subsection (g) of Section 1 of this plan.
 6. The Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees, insure that the Commissioner of Labor receives notification of the occurrence within eight (8) hours.**
 - b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this occupational safety and health program within their respective areas.
 1. The administrative or operational head shall follow the directions of the Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the

establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.

4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Director along with his findings and/or recommendations in accordance with APPENDIX V of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this program are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 or which may, in the future, be developed and promulgated. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees.

VII. VARIANCE PROCEDURE

The Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor by registered or certified mail.
- c. The Commissioner of Labor will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be

issued only if it has been established that:

1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective program for coming into compliance with the standard as quickly as possible.
2. The employee is engaged in an experimental program as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

- a. Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in this plan, RECORDKEEPING REQUIREMENTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Revised 1978) or as may be prescribed by the Tennessee Department of Labor.
- b. The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix II to this plan.
- c. Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).

- b. Upon receipt of the complaint letter, the Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor. Any complaint filed with the Commissioner of Labor in such cases shall include copies of all related correspondence with the Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Director who shall make them available to the Commissioner of Labor or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Director and/or Compliance Inspector(s):
 - 1. Arrangements will be made for the Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies.
 - 2. Reference materials, manuals, equipment, etc., deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.
- b. All Employees (including supervisory personnel):
 - A suitable safety and health training program for employees will be established. This program will, as a minimum:
 - 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.

2. Instruct employees who are required to handle poisons, acids, caustics, explosives, and other harmful or dangerous substances in the safe handling and use of such items and make them aware of the potential hazards, proper handling procedures, personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct employees required to handle or use flammable liquids, gases, or toxic materials in their safe handling and use and make employees aware of specific requirements contained in Subparts H and M and other applicable subparts of TOSHAct standards (1910 and/or 1926).
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. "Confined or enclosed space" means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4') in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI.

GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an occupational safety and health program that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this program, the Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;

2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XI of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Director.
 2. Records are made of the inspections and of any discrepancies found and are forwarded to the Director.
- i. The Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Said inspection records shall be subject to review by the Commissioner of Labor or his authorized representative.

XII.

IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Director describing in detail the imminent danger and its abatement. This report will be maintained by the Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Director and Chief Executive Officer immediately.
 2. The Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII.

ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Director shall:

1. Issue an abatement order to the head of the worksite.
 2. Post, or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV.

PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this program.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV.

CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Director pursuant to this plan of operation or the legislation (resolution, ordinance, or executive order) enabling this occupational safety and health program which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this program or when relevant in any proceeding under this program. Such information may also be disclosed to the Commissioner of Labor or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI.

COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, as applicable, which regulates safety and health in employment and places of employment shall not excuse the employer, the employee, or any other person from compliance with the provisions of this program.
- b. Compliance with any provisions of this program or any standard, rule, regulation, or order issued pursuant to this program shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Director, Occupational Safety and Health

APPENDIX I- WORK SITE ORGANIZATIONAL CHART

Henry County Courthouse – 32 employees
101 West Washington St
Paris, TN 38242
731-642-5212

Henry County Courthouse Annex – 23 employees
213 West Washington St
Paris, TN 38242

Sheriff Department - 83 employees
210 Forrest Heights Ave
Paris, TN 38242
731-642-1672

Henry County Highway Dept - 52 employees
575 Cedar St
Paris, TN 38242
731-642-3162

Henry County Airport – 6 employees
1949 Diggs Road
Paris, TN 38224
Phone: 731-644-7933

Henry County Solid Waste – 11 employees
450 Recycling Drive
Paris, TN 38242
731-641-0018

Central Community Building – 8 county employees
Jones Bend Rd
Paris, TN 38242

Health Department- 3 county employees
Joy St
Paris, TN

Ag Extension/Soil Conservation Office- 3 county employee
Tyson Ave
Paris, TN 38242

Library/Archives- 1 county employee
Grove School

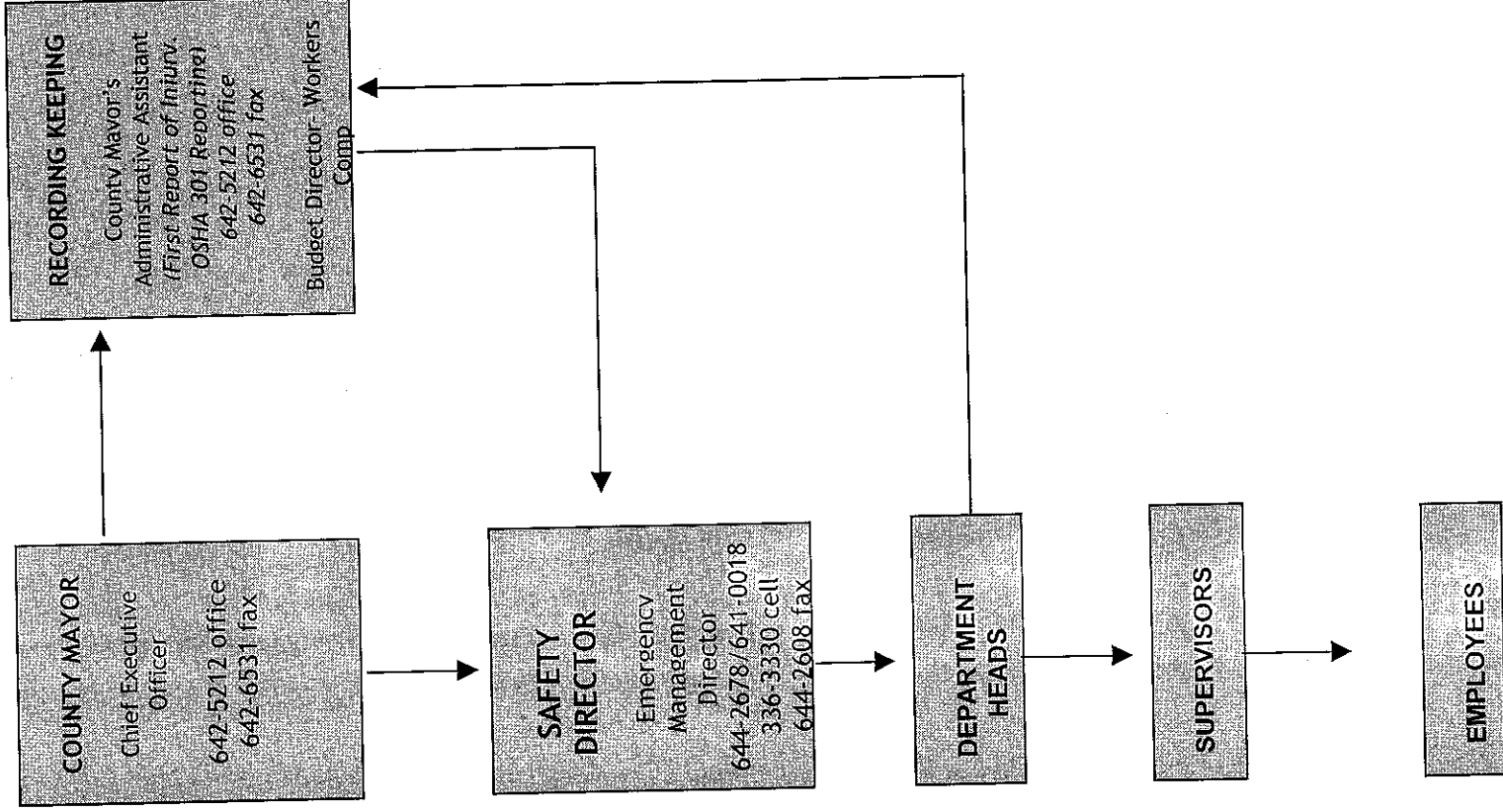
TOTAL NUMBER OF EMPLOYEES : 222

APPENDIX II- SAFETY AND HEALTH ORGANIZATIONAL CHART

2013 Henry County Occupational Safety and Health Program
"Plan of Operations"

00 214

AND CONTACT INFORMATION



APPENDIX III- EMPLOYEE NOTICE

NOTICE TO ALL EMPLOYEES OF Henry County Government

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee's workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this program which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this program may file a petition with the Safety Director or County Mayor.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this program, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this program.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Chief Executive Officer and/or Safety Director for assistance in obtaining relief or to file a complaint with the Commissioner of Labor alleging such discrimination.

A copy of the Occupational Safety and Health Program for the Employees of Henry County Government is available for inspection by any employee at the Safety Director's office, 575 Cedar St. during regular office hours.

Signature: County Mayor

APPENDIX IV - STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that Henry County Government has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program and to comply with standards.

APPENDIX V- ACCIDENT REPORTING PROCEDURES AND FORMS

Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours, after their occurrence. The supervisor will provide the Director and/or recordkeeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. *First Report of Injury* Form (C20) shall be submitted to the County Mayor's Office no later than (4) hours after the accident or injury. **All fatalities or accidents involving the hospitalization of one (1) or more employees shall be reported to the Director and/ County Mayor's Office immediately, either by telephone or verbally, and will be followed by a written report (OSHA Form 301) within four (4) hours after the occurrence.** The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Director, if necessary) and will complete a written report on the accident or illness and forward it to the Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

The **Workers' Compensation Form C20 "First Report of Injury"** and must be completed within (4) hours to the County Mayor's office involving any recordable medically treated injury. The **OSHA NO. 301 Form** will be completed within (72) hours and submitted to the County Mayor's office. All reports submitted in writing to the county mayor's office shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

APPENDIX VI- RECORDKEEPING REQUIREMENTS AND DEFINITIONS

Workers Compensation

Workers' Compensation Form C20 "First Report of Injury" - this form must be submitted to the employee's workers compensation department within (4) hours of an injury requiring medical attention. This should be submitted to the County Mayor's Office Workers Compensation Department.

Electronic Form: <http://www.tn.gov/labor-wfd/forms/c20.pdf>

TOSHA General Recordkeeping Requirements

Most employers with 11 or more employees must maintain a log and summary of all recordable work-related injuries and illnesses. The regulations provide two forms for recording this information, OSHA Forms 300 (the Log of Work-Related Injuries and Illnesses) and 300A (the Summary of Work-Related Injuries and Illnesses).

OSHA Log 300

The OSHA 300 log is used by each employers establishment to record and maintain information about employee injuries and illnesses and is now printed on 8 1/2" x 11" paper. An establishment, as defined by OSHA, is, A single physical location where business is conducted, or where services or industrial operations are performed; the place where employees report for work, operate from or from which they are paid.

The form itself is divided into three general sections: Identity (e.g. name, case number, job title, etc.), Descriptive (e.g. date, injury location, description of incident, etc.) and Classification (e.g. type of injury, days away from work, days on restriction, etc.). The following is a list of guidelines to use for maintaining an OSHA 300 log:

Maintain OSHA 300 log on a calendar year cycle (not fiscal).

Record cases within seven calendar days of receiving information that a recordable case has occurred. Retain OSHA 300 log for five years following the calendar year to which it relates.

Maintain OSHA 300 log during those five years and add or delete cases as necessary. This will be completed by the Mayor's Office/Director.

Electronic Form: <http://www.osha.gov/recordkeeping/RKforms.html>

OSHA Form 301

If an injury or illness is recordable, a supplementary form (OSHA 301) must be completed. This form provides more information about the case and is due to the Mayors Office within (72) hours of the incident. Such information as the events leading up to the injury or illness, body parts affected, object(s) or substance(s) involved, etc., must be included on this form.

Electronic Form: <http://www.osha.gov/recordkeeping/RKforms.html>

OSHA Form 300A

Form 300A summarizes the total numbers of job-related injuries and illnesses that occurred in the calendar year and were logged on the OSHA Form 300. Employment information about annual average number of employees and total hours worked during the calendar year is also required to assist in calculating incidence rates. Companies with no recordable injuries or illnesses must post the form with zeros on the total line.

Specifically, Form 300A requires that you calculate the total number of work related deaths, cases with days away from work, cases with job transfers or restrictions, and any other recordable cases. In addition, you must identify the total number of days of job restrictions or transfers and days away from work. Additionally, you must report what types of injuries and illnesses you experienced, including the total number of injuries, skin disorders, respiratory conditions, poisonings, and all other illnesses.

The Form is to be displayed from February 1 until April 30, each year in a common area wherever notices to employees are usually posted. Employers must make a copy of the summary available to employees who move from worksite to worksite, such as construction workers, and employees who do not report to any fixed establishment on a regular basis. You also must ensure that the posted annual summary is not altered, defaced or covered by other material.

In addition, an executive must certify that the OSHA 300 Log has been examined and that the annual summary is believed to be correct and complete. The certifying executive can be either the owner or an officer of the organization, the highest-ranking executive at the establishment, or the supervisor of that highest-ranking executive. This will be completed by the Director annually.

Definitions

Injury or illness reportable- Assumes the individual reporting the injury or illness is an employee. If the employee is a temporary employee from a temporary staffing agency but under your supervision in their day to day work, incidents are to be considered under your 300 log. However, in relation to workers' compensation, the temporary staffing agency would be responsible for reporting the claim to their carrier.

Medical treatment- is defined as the management and care of a patient to combat disease or disorder. Medical treatment does **NOT** include:

- Visits to MD for observation and evaluation only
- Diagnostic procedures
- First Aid

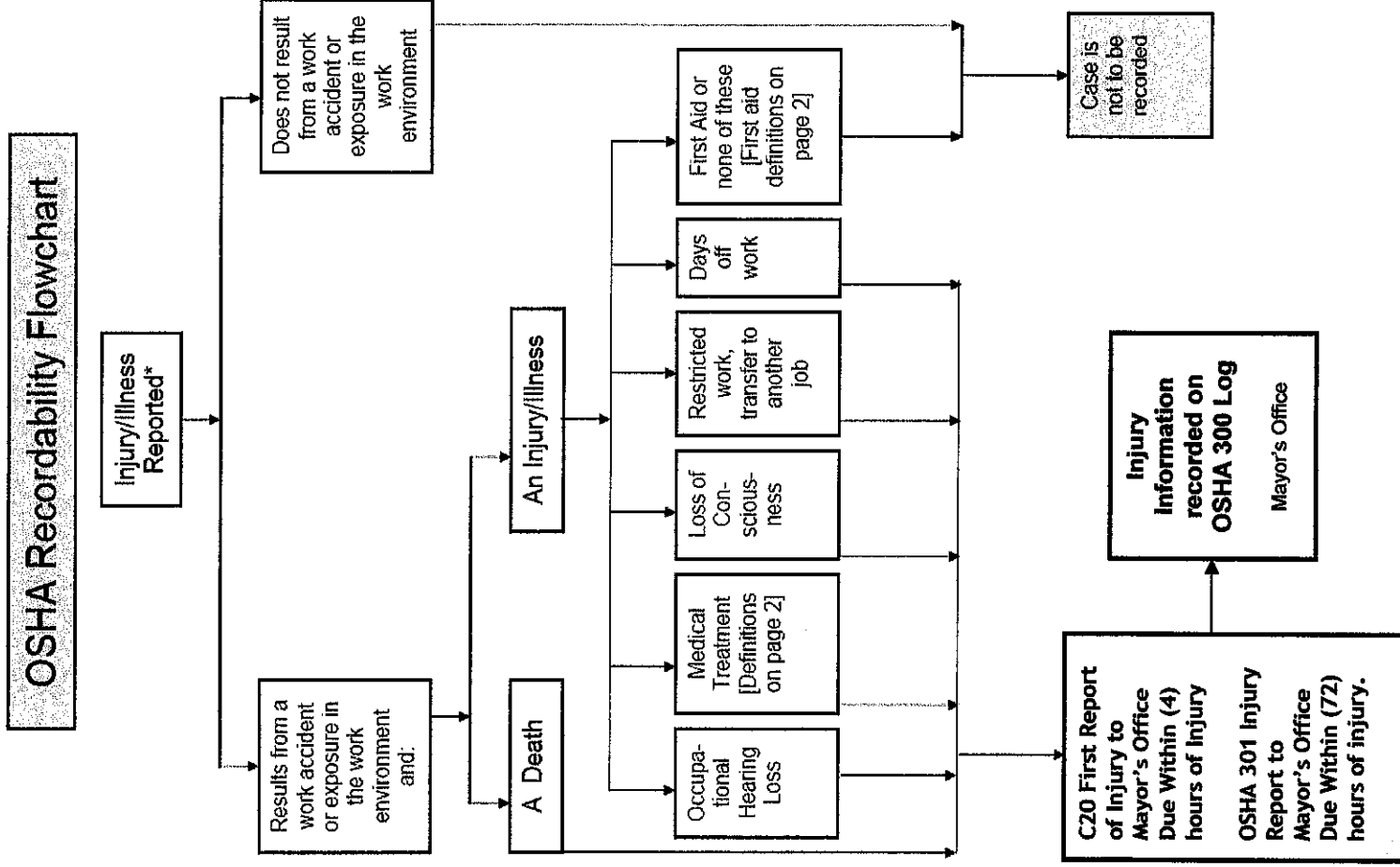
First aid - is outlined in section OSHA 1904.7 (b)(5). Below is a list of some treatment that is to be considered first aid:

- Using nonprescription medication at nonprescription strength,
- Tetanus immunizations,
- Cleaning, flushing, or soaking surface wounds,
- Wound coverings, butterfly bandages, Steri-Strips,
- Hot or cold therapy,
- Non-rigid means of support,
- Temporary immobilization device used to transport accident victims,
- Drilling of fingernail or toenail, draining fluid from blister,

- Eye patches,
- Removing foreign bodies from eye using irrigation or cotton swab,
- Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs, or other simple means,
- Finger guards,
- Massages, and
- Drinking fluids for relief of heat stress.

Occupational Hearing Loss- As of January 1, 2004, all occupational hearing losses will need to be indicated as a recordable case on the 300 log. An occupational hearing loss is defined as a change in hearing threshold relative to the baseline audiogram as an average of 10dB or more in either ear at 2000, 3000, and 4000 hertz.

APPENDIX VII- INJURY/ILLNESS RECORDABILITY FLOWCHART





**TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
EMPLOYER'S FIRST REPORT OF WORK INJURY OR ILLNESS**

CLAIMS ADM/CARRIER	JURISDICTION CLAIM # (STATE FILE #)		CLAIM TYPE CODE <input type="checkbox"/> MED ONLY <input type="checkbox"/> INDIGNITY <input type="checkbox"/> BECAME LOST TIME <input type="checkbox"/> BECAME MED ONLY <input type="checkbox"/> NOTIFY ONLY <input type="checkbox"/> TRANSFER CARRIER FEIN		THE USE OF THIS FORM IS REQUIRED UNDER THE PROVISIONS OF THE TENNESSEE WORKERS' COMPENSATION LAW AND MUST BE COMPLETED AND FILED WITH YOUR INSURANCE CARRIER IMMEDIATELY AFTER NOTICE OF INJURY.	
	CLAIMS ADM CLAIM # (INSURER CLAIM #)		FEIN OF CLMS ADM		IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS' COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.	
	OSHA LOG CASE #		CLMS ADJ PHONE #		IF YOU HAVE QUESTIONS, THE STATE NOW HAS A BENEFIT REVIEW SYSTEM WHERE A WORKERS' COMPENSATION SPECIALIST CAN PROVIDE ASSISTANCE. CALL 1-800-332-2667 (TDD).	
	NAME OF INSURANCE CARRIER		CLAIMS ADJUSTER NAME		CITY STATE ZIP	
EMPLOYER	CLAIMS ADM FIRM NAME (IF DIFFERENT FROM CARRIER)		EMPLOYER FEIN		SIC CODE PHONE NUMBER	
	CLAIMS ADJUSTER NAME		EMPLOYER ADDRESS LINE 1 AND LINE 2		NATURE OF BUSINESS	
POLICY	EMPLOYER NAME		INSURED REPORT #		EMPLOYER LOCATION	
	EMPLOYER ADDRESS LINE 1 AND LINE 2		STATE ZIP		EFFECT DATE	
EMPLOYEE	INSURED NAME (PARENT CO. IF DIFFERENT THAN EMPLOYER)		POLICY NUMBER		EMPLOYMENT STATUS CODE <input type="checkbox"/> FULL TIME/REGULAR <input type="checkbox"/> PART TIME <input type="checkbox"/> PIECE WORKER <input type="checkbox"/> SEASONAL <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> APPRENTICE FULL TIME <input type="checkbox"/> APPRENTICE PART TIME	
	EMPLOYEE LAST NAME		SELF INSURED? <input type="checkbox"/> YES <input type="checkbox"/> NO		GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> UNKNOWN	
WAGE	FIRST		PHONE INCL AREA CODE		MARRIED <input type="checkbox"/> UNMARRIED, SINGLE, <input type="checkbox"/> SEPARATED <input type="checkbox"/> DIVORCED <input type="checkbox"/> UNKNOWN	
	ADDRESS LINE 1 & 2		DEPARTMENT REGULARLY WORKED		OCCUPATION DESCRIPTION	
ACCIDENT/INJURY	CITY		STATE ZIP		MARITAL STATUS <input type="checkbox"/> UNMARRIED, SINGLE, <input type="checkbox"/> SEPARATED <input type="checkbox"/> DIVORCED <input type="checkbox"/> UNKNOWN	
	SSN		DATE OF BIRTH		SALARY CONTINUED IN LIEU OF COMPENSATION <input type="checkbox"/> YES <input type="checkbox"/> NO	
TREATMENT	WAGE \$		PERIOD <input type="checkbox"/> WEEKLY <input type="checkbox"/> BI-WEEKLY <input type="checkbox"/> DAILY <input type="checkbox"/> MONTHLY		FULL WAGES PAID FOR DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO	
	DATE EMPLOYER NOTIFIED OF INJURY		NUMBER OF DAYS WORKED PER WEEK		TIME EMPLOYEE BEGAN WORK ON INJURY DATE <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> AM <input type="checkbox"/> PM	
OTHER	DATE CLAIM ADM NOTIFIED OF INJURY		DATE OF HIRE		NATURE OF INJURY CODE	
	DATE LAST DAY WORKED		DATE OF BIRTH		HOW INJURY OR ILLNESS OCCURRED. DESCRIBE THE INCIDENT INCLUDING WHAT THE EMPLOYEE WAS DOING JUST BEFORE, THE PART OF THE BODY AFFECTED AND HOW, AND OBJECT OR SUBSTANCE THAT DIRECTLY HARMED THE EMPLOYEE.	
OTHER	DATE DISABILITY BEGAN		DATE OF BIRTH		IF DEATH CLAIM, GIVE # DEPENDENTS FOR EACH RELATIONSHIP <input type="checkbox"/> WIDOW <input type="checkbox"/> FATHER <input type="checkbox"/> SISTER <input type="checkbox"/> WIDOWER <input type="checkbox"/> DAUGHTER <input type="checkbox"/> BROTHER <input type="checkbox"/> MOTHER <input type="checkbox"/> SON <input type="checkbox"/> HANDICAPPED CHILD	
	RETURN TO WORK DATE (IF APPLICABLE)		DATE OF BIRTH		TOTAL # DEPENDENTS	
OTHER	DATE OF DEATH (IF APPLICABLE)		DATE OF BIRTH		COUNTY OF INJURY	
	DID INJURY/ILLNESS OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO		DATE OF BIRTH		ADDRESS WHERE INIURY OCCURRED (IF OTHER THAN EMPLOYER'S PREMISES) CITY STATE ZIP	
OTHER	PHYSICIAN NAME		CITY STATE ZIP		HOSPITAL OR OFF SITE TREATMENT NAME	
	ADDRESS LINE 1 AND 2		CITY STATE ZIP		ADDRESS LINE 1 AND 2	
OTHER	CITY STATE ZIP		CITY STATE ZIP		CITY STATE ZIP	
	INITIAL TREATMENT <input type="checkbox"/> NO MEDICAL TREATMENT DATE PREPARED		MINOR BY EMPLOYER <input type="checkbox"/> HOSPITALIZED > 24 HRS MINOR BY CLINIC/HOSPITAL <input type="checkbox"/> EMERGENCY CARE		FUTURE MAJOR MEDICAL/LOST TIME ANTICIPATED PHONE NUMBER	

RDA 10183

00 202

LB-0021 (REV. 12/07)

OSHA's Form 301

Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

Information about the employee

- 1) Full Name _____
- 2) Street _____
City _____ State _____ Zip _____
- 3) Date of birth _____
- 4) Date hired _____
- 5) Male
 Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional

- 7) If treatment was given away from the worksite, where was it given?
Facility _____
Street _____
City _____ State _____ Zip _____

- 8) Was employee treated in an emergency room?
 Yes
 No
- 9) Was employee hospitalized overnight as an in-patient?
 Yes
 No

Information about the case

- 10) Case number from the Log _____ (Transfer the case number from the Log after you record the case.)
- 11) Date of injury or illness _____
- 12) Time employee began work _____ AM/PM
- 13) Time of event _____ AM/PM Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
- 15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- 17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
- 18) **If the employee died, when did death occur?** Date of death _____

3200

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____
Title _____
Phone _____ Date _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

ROLL CALL

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

A motion was made by Commissioner Kyle and seconded by Commissioner Starks to approve Resolution 9-1-13 to affirm compliance with Federal Title VI regulations.

ITEM NO. 13

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

VOICE VOTE CARRIED

DATE : 1-22-13

RESOLUTION NO. 9-01-13

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD
OF COMMISSIONERS TO AFFIRM COMPLIANCE WITH
FEDERAL TITLE VI REGULATIONS**

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and awards financial incentives for communities designated as Three-Star communities; and

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance, all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Henry County, Tennessee, meeting in regular session on this 22nd day of January, 2013, at Henry County Court House in Paris, Tennessee, that:

SECTION 1. The legislative body of Henry County, Tennessee declares that the county is in compliance with the federal Title VI regulations.

SECTION 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, 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 1-22-13



**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 1-22-13



**BRENT GREER
HENRY COUNTY MAYOR**

ROLL CALL

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

Chairman Greer presented a Proclamation recognizing January 27 to February 2, 2013 as School Board Appreciation week. A motion was made by Commissioner Kyle and seconded by Commissioner Mathenia to approve the proclamation as presented.

ITEM NO. 14

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

VOICE VOTE CARRIED

DATE : 1-22-13

ROLL CALL

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

A motion was made by Commissioner Jones and seconded by Commissioner Kyle to adjourn.

ITEM NO. 15

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

VOICE VOTE CARRIED

DATE : 1-22-13